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AGREEMENT

BETWEEN

THE BURLINGTON TOWNSHIP BOARD OF EDUCATION

AND

THE BURLINGTON TOWNSHIP EDUCATION ASSOCIATION

1994 - 1995

1995 - 1996

1996 - 1997

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BURLINGTON TOWNSHIP SCHOOL DISTRICT

NEGOTIATIONS AGREEMENT

1994 - 1995
1995 - 1996
1996 - 1997

PREAMBLE

This agreement entered into this 1st day of July 1994, by and between the Board of Education of Burlington Township, Burlington, New Jersey, hereinafter called the "Board", and the Burlington Township Education Association, hereinafter called the "Association".

WITNESSETH:

- WHEREAS: The Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and
- WHEREAS: the parties have reached certain understandings which they desire to confirm in this Agreement, be it
- RESOLVED: in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. It is recognized that the professional preparation of teachers qualifies them to make significant contributions in (1) the discussion of educational policy and academic programs and (2) the general conduct of the educational affairs of the school district.
- B. The Board, upon receipt of a certified membership list, hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified and non-certified staff including: any members of the teaching staff, guidance counselors, coaches, chaperones, advisors of extra-curricular activities, librarians, nurses, and all other certified full-time 10 month employees who belong to the bargaining unit; also, all 10 & 12 month administrative secretaries, secretaries, elementary secretaries, clerks, paraprofessionals, instructional assistants, basic skills aides, special education aides, and community liaison; but excluding principals, supervisors, guidance and child study team directors, and all others who do not belong to the bargaining unit.
- C. The term "employees", when used hereinafter in this Agreement, shall refer to all certified and non-certified employees represented by the Association in the negotiating unit as above defined, and references to employee shall include both male and female employees.
 - 1. The term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

- 2. The term "paraprofessionals", when used hereinafter in this Agreement, shall refer to all paraprofessional and instructional assistant personnel represented by the Association in the negotiating unit as above defined, and references to male paraprofessionals shall include female paraprofessionals.
- 3. The term "secretaries", when used hereinafter in this Agreement, shall refer to all secretarial personnel listed above except when different positions are specifically mentioned.
- 4. The term "aides", when used hereinafter in this Agreement, shall refer to all basic skills aides, special education aides, community liaison listed above except when different positions are specifically mentioned.
- D. The Board and the Association recognize their responsibilities towards each other and the community for negotiating in good faith and seeking agreement on matters of mutual concern.
- E. Nothing in this agreement shall be interpreted as hindering or preventing any individual or group of individuals from meeting publicly with the Board under the provisions of the Constitution of the State of New Jersey as outlined in Article I, Section 19, and as set forth in Chapter 123, New Jersey Public Laws of 1974.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall commence and continue as prescribed by PERC rules. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and approved by the Board and the Association.
- B. Requests for Meetings
 - 1. Parties will agree to a mutually convenient meeting date within seven days of the date of request.
 - 2. Should the topic under discussion require more than one meeting, said new meeting date will be mutually determined before the adjournment of the meeting in session.
- C. The Meetings
 - 1. It shall be the obligation and the duty of the Board and Association representatives to evaluate the problems presented to the committee, to gather facts to provide for a complete understanding of these problems, to discuss and attempt to arrive at a solution in keeping with the philosophies of each organization, and to present conclusions and recommendations to the full Board of Education and the full membership of the Association.

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2. The parties may call upon competent professional and lay representatives including members of the administrative and supervisory staff to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.
 3. Facts, opinions, proposals and counter-proposals will be exchanged freely in an effort to reach mutual agreement.

D. 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.

ARTICLE III - GRIEVANCE PROCEDURE

Any member of the Association shall have the right to appeal the application of this Agreement, policies, and administrative decisions affecting him through recognized administrative channels.

The purpose of the procedure set forth in this article is to secure at the lowest level possible, and as quickly as possible, equitable solutions to the problems of the parties.

Any employee shall have the right to begin grievance procedures and shall be assured freedom from restraint, interference, intimidation, coercion, discrimination or reprisal in presenting his claim.

A. Definitions

1. The term "employee" may include an employee or a group of employees covered by this contract (See Recognition Clause) who are similarly affected by a grievance.
2. The term "days" when used in this Article shall mean calendar days.
3. The term "grievance" means any dispute or difference arising between any member of the Association and the Board as to the interpretation, application or operation of any provision of this Agreement. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a certified employee, except in cases of discipline; a problem for which a specific remedy is provided by law or contract; a situation upon which the Commissioner of Education has ruled or has the power to rule; the filling of a non-tenure position by a certified employee.
4. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of the N.J.S. 18A: 28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employee's Hearing Act, N.J.S. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in N.J.S. 18A: 6-20 et seq.

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5. An employee shall not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he has instituted a grievance. In cases where the employee perceives or can prove that his/her safety is at stake, the employee shall make an appointment with the Superintendent, who will decide the issue.

B. Procedure

1. General

- a. Any employee shall have the right to present his own appeal or designate representatives of the Association or another person of his own choosing to appear with him or for him at any step in his appeal. When the situation arises, the Immediate Supervisor/Principal and the Superintendent shall have the same privilege of requesting the presence of another person.
- b. The number of days indicated at each level is considered as a maximum and every effort should be made to expedite the process. However, when mutually agreed upon, the time limits specified may be extended.
- c. All grievances must be initiated at Level One within 30 calendar days after the employee knows or should have known of the alleged violation of this contract.
- d. The employee with a complaint shall discuss the grievance with his immediate supervisor or Principal in an attempt to resolve the grievance informally.
- e. Failure at any step to communicate the decision on a grievance within the specified time limits means the grievance shall proceed to the next level of the grievance procedure.
- f. A grievance may be withdrawn at any point during the grievance procedure. The withdrawal of the grievance must be in writing to the Superintendent and shall be withdrawn without prejudice.
- g. Grievances shall be submitted on the agreed upon grievance form, a copy of which is attached as Addendum 1.

2. Level One

If, as a result of the discussion, the grievance is not resolved to the satisfaction of the employee within four (4) calendar days, he shall set forth his grievance in writing to the Immediate Supervisor/Principal. The Immediate Supervisor/and/or Principal shall communicate his decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

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Level One Alternate (Aides Only)

If the grievance is not resolved at Level One to the satisfaction of the aide, the grievance may be appealed to the Director of Curriculum/Basic Skills within seven (7) calendar days. The appeal at Level One Alternate must be made in writing and must set forth the ground(s) upon which the grievance is based.

3. Level Two

a. If the grievance is not resolved at Level One to the satisfaction of the employee, he may appeal the decision to the Superintendent of Schools within seven (7) calendar days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based.

b. The Superintendent shall request a report on the grievance from the previous level and shall confer with the concerned parties, and, upon request, with the employee or administrator separately. He shall attempt to resolve the grievance within a period not to exceed seven (7) calendar days from the receipt of the appeal. The Superintendent shall communicate his decision in writing, along with supporting reasons to the employee and the appropriate administrator.

4. Level Three

a. If after the Superintendent has communicated his written decision, the grievance is not resolved to the satisfaction of the employee, he may appeal the Superintendent's decision to the Board within fourteen (14) calendar days.

b. The appeal to the Board must be submitted in writing through the Superintendent who shall attach all related papers and forward the appeal to the Board.

c. Within fourteen (14) calendar days from receipt of the appeal by the Superintendent, the Board shall review the grievance and schedule a hearing, if requested by the employee.

d. If a hearing is not requested, the Board shall render a decision within seven (7) calendar days. If a hearing is requested, the Board shall render a decision within seven (7) calendar days of the date of the hearing.

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5. Level Four

- a. A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board of Education may be submitted to arbitration within eight (8) calendar days following the Board's decision.
- b. The request for an arbitrator shall be submitted to the Public Employment Relations Commission. PERC rules shall be followed in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the BTEA and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board of Education and the Association.

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C. Right to Representation

Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by 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 as an observer.

D. Miscellaneous

- 1. Group Grievance - If, in the judgment of the Association, a grievance affects a group or class of employees working in separate buildings, the employees must advise their individual principals of the grievance, but may submit the grievance, in writing, directly to the Superintendent. If the group of employees work in one building, they will start the grievance procedure at Level One.

Group Grievance Alternate (Aides Only)

If in the judgment of the Association a grievance affects a group of aides working in separate buildings, the aides must advise their immediate supervisor, but may submit the grievance, in writing, directly to the Director of Curriculum/Basic Skills.

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2. Forms - Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
 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 Article.
 4. In the event a grievance for a ten month employee 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, said grievance may be held in abeyance until the start of the next school year through mutual agreement between the parties unless it results in irreparable harm to the party filing the grievance. Within fifteen (15) days of the first day of the next school year, the grievance procedure time lines shall take effect.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may distribute official information concerning Association business through the use of the employees' mailboxes, inter-school mail distributions, and a faculty bulletin board where such facilities exist.
- B. The Association and its representatives shall have the right to use school buildings the auditorium and meeting rooms at all reasonable hours for meetings when such facilities are not otherwise in use. Such use shall require approval by the Superintendent.
- C. The Association may have reasonable use of office equipment, excluding the FAX and administrative computers. The Association shall reimburse the Board of Education fifty dollars (\$50.00) per year for costs related to the use of the copy and office equipment.
- D. One BTEA officer may be granted one (1) day per year, if the officer is needed to appear with a representative of the Board of Education at a PERC hearing or any hearing before the administrative law judge, and is subject to the approval of the Superintendent. This day will only be granted to assist in the adjudication of "in-district problems" and there will be no penalty in using this day if there is a judicial delay.

ARTICLE V - EMPLOYEE RIGHTS

- A. BTEA Association rights shall be accordance with Chapter 123 Public Laws of 1974.

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- B. Evaluation of students - the teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Burlington Township School District, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. The teacher shall have the right to appeal any proposed change in grade or evaluation to the principal.
- C. Criticism of Employees - any question or criticism by a supervisor, administrator, or Board member of an employee, shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- D. Association Identification - no employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliate if such identification is in good taste.
- E. Whenever any employee is required to appear before the Superintendent or his designee, the Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, he shall be entitled to have a representative of the Association present to advise him during such meeting or interview. Any suspension of an employee shall be with pay until the Board acts and without pay for up to ninety (90) days when pay shall once again resume.
- F. Personnel Records
 - 1. The permanent personnel file maintained in the Office of the Superintendent is available for employee inspection during the normal working hours. More than three reviews cannot be handled on a given work day unless the workload of administrative staff permits. An appointment with the Superintendent's secretary is expected. At the inspection, a representative of the central administrative office will be present; the employee may also bring a representative if he so desires.
 - 2. A copy of materials directed to employees with a copy directed to the permanent file must be noted with "Permanent File" at the bottom. Employees may write and forward a disclaimer to the Office of the Superintendent within 10 work days. The disclaimer will be attached to the corresponding letter.
- G. Evaluation: (Certified Staff Only)
 - 1. The supervisory staff shall complete all formal classroom observations by May 31st.
 - 2. The year-end summary evaluation conferences shall be held on or before the sixth day prior to the last teacher work day.
 - 3. The final copy of the summary evaluation shall be placed in the teacher's mailbox on or before the second day prior to the final day of the regular school year.

ARTICLE VI - EMPLOYEE WORK YEAR

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A. Teacher In-school Work Year

1. Ten month personnel - the in-school work year for teachers employed on a ten month basis (other than new personnel, who may be required to attend an additional one day of orientation) shall not exceed **183 full days plus 2 half days** to include: a minimum of **one and a half days** designated for teacher in-service with a **four hour half day in-service attached prior to an extended weekend** and a **three hour teacher half day following the students' last day**. These days cannot be used for student contact or emergency closings. The hours for a full in-service day shall be 8:00 a.m. - 3:00 p.m. with one hour for lunch.
2. Definition of in-school work year - The in-school work year shall include days when pupils are in attendance, in-service days, orientation days and any other days on which teacher attendance is required.

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B. Paraprofessionals shall work a teacher work year, work day, and lunch schedule.

C. Secretary Work Year

1. All secretaries shall work the school calendar while school is in session. Twelve month secretaries shall have the following additional holidays during the summer: July 4th and Labor Day with a half day before July 4th. Whenever the school calendar is amended to reduce Spring Recess to only Good Friday and Easter Monday, all secretaries shall receive two (2) compensatory days to be mutually scheduled with the individual's supervisor and to be used before the end of the current school year.
2. Each twelve month secretary will work one day during the Winter and Spring vacation periods on a schedule which permits the building to be covered on days designated to be open.

Twelve month secretaries may, with their principal's approval, prearrange with the other 12 month secretaries to work two (2) days during either the Winter or Spring vacation and be free the alternate vacation period.
3. Ten month secretaries shall work five (5) full days preceding the opening of school in September, and three (3) full days immediately following the last day for students in June.

The 10 month secretary work year shall not exceed 189 days.

D. Aides Work Year

The work year for ten month personnel (basic skills and special education aides) should not exceed one-hundred and eighty-one(181) days, except with respect to new personnel who may be required to attend one additional day of orientation. This calendar shall only include days when students are present and one additional day for orientation. The community liaison officer's work year shall not exceed 184 days per year.

Basic skills aides are hired on an annual basis with funds received from Chapter I and At Risk Aid. In the event that (1) funding is insufficient or (2) the program design is modified, the number of basic skills aides positions in the district will be adjusted accordingly. The minimum number of days in the work year shall be 155 days for the basic skills aides and the community liaison officer.

The method/procedure for selecting the "off-days" for the basic skills aides and community liaison officer's work year from 180 student days shall be developed by a building administrator/teacher/aide committee in each building, discussed with the faculty and aides of each building and a final written ballot of the principal, vice principal, and all certified teachers in that grade level or subject area that utilize the services of an aide. The record keeping process for the "off-days" will be developed and maintained in each school. The "off-day" procedure does not allow for compensatory time or overtime therefore, accurate record keeping is important and should be maintained by both the school secretary and each aide.

E. Emergency Closing - teacher/secretary/aide attendance shall not be required whenever student attendance is not required.

F. Perfect Attendance - any employee with perfect attendance or near perfect attendance during a complete work year shall receive a bonus by July 31st. "Perfect attendance" is defined as performance at work for the entire work day and the entire work year as defined in Articles VI and VII. Attendance at approved in-service workshops and/or chaperoned field trips is counted as a regular work day.

1. Teachers completing the time requirements of their contract shall be eligible for one of the following bonuses per year:

- a. Perfect Attendance \$250
- b. More than zero days up to and including one day \$200
- c. More than one day up to and including two days \$150

2. Twelve month secretaries completing the time requirements of their contract shall be eligible for one of the following bonuses per year:

- a. Perfect Attendance \$240
- b. More than zero days up to and including one day \$180
- c. More than one day up to an including two days \$120

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- 3. Ten month secretaries completing the time requirements of their contract shall be eligible for one of the following bonuses per year:
 - a. Perfect Attendance \$200
 - b. More than zero days up to and including one day \$150
 - c. More than one day up to and including two days \$100
- 4. Ten month aides completing the time requirements of their contract shall be eligible for one of the following bonuses per year:
 - a. Perfect Attendance \$150
 - b. More than zero days up to and including one day \$125
 - c. More than one day up to an including two days \$75
- G. School Calendar - Prior to presentation of the school calendar to the Board of Education, the Superintendent shall consult with the BTEA Representative Council concerning the configuration of the calendar.

ARTICLE VII WORK HOURS AND WORK LOAD

A. Teachers'/Secretaries' Day

- 1. Teachers'/Paraprofessionals' day on all levels shall consist of 7 1/4 hours. Paraprofessionals shall work a teacher work day, work year, and lunch schedule.

For all 12 month secretaries and 10 month elementary secretaries, the work day shall be 7 hours excluding lunch when school is in session; and 6 hours excluding lunch when school is not in session.

For all other 10 month secretaries the work day shall be 6 1/4 hours excluding lunch when school is in session.

- a. Teachers/Paraprofessionals shall report for duty no later than 15 minutes before the student's day begins and shall be permitted to leave no sooner than 15 minutes after the student's day ends.
- b. The time Secretaries report for work and leave work is determined between the building principal and the secretary, conforming to the length and conditions of the above stated work day, as negotiated.
- c. On Fridays and also days preceding holidays, the teachers'/paraprofessionals' day shall be 7 hours.
- d. On Fridays and days preceding holidays the 12 month secretary's day and 10 month elementary secretary's day will be 6 3/4 hours, excluding lunch. The 10 month secretary's day will be 6 hours, excluding lunch.
- e. The final two student days of the year will be four-hour days for students. Teacher/secretary work day is a regular schedule.

2. The Board will attempt to maintain class size which averages 25 in all grades K-12 except specified classes as defined by law.

3. High school teachers involved in the Intensive (Half Year Course) Block Schedule (IBS) will be assigned no more than three (3) eighty (80) minute class blocks (a maximum of 240 teaching minutes) per day, one (1) eighty (80) minute preparation period, one (1) forty (40) minute advisory period, and one (1) thirty (30) minute duty-free lunch period. No IBS teacher will be assigned more than two (2) consecutive eighty (80) class blocks. Preparations shall be limited to three (3) in one semester and two (2) in the other. - 52, 16, 3, 16, 16



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a. The purpose of an advisory period, unlike a regular teaching period, is for IBS high school teachers to advise, tutor, or provide students with instructional support in addition to their regular classes.

b. Every effort shall be made not to schedule IBS teachers for three consecutive duty periods; however, when scheduling dictates that an IBS teacher must have two (2) consecutive eighty (80) class blocks immediately followed by an advisory period, additional staff shall be scheduled to provide a lavatory break of fifteen minutes during the advisory period.

4. Middle and High School teachers in a regular eight (8) period day will normally be assigned five (5) classes, one (1) supervisory duty period, one (1) student lunch supervisory period of thirty (30) minutes or less, one (1) lunch period of thirty (30) minutes and one (1) preparation period. When necessary, teachers will be assigned to a 6th period in lieu of a supervisory period.

a. Middle and High School teachers shall not be assigned to teach more than three (3) consecutive periods except where scheduling difficulties prohibit.

b. Elementary teachers shall have a 35 minute lunch period for lunch. In addition, elementary teachers will have 200 minutes of preparation per week as provided by the existing art, music, and physical education teachers.

5. Department Heads shall be assigned one period less per day than the regular teacher assignments noted in #2. above.

6. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but must sign out in the main office.

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7. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending building, faculty, or other professional meetings. There may be up to two forty-five (45) minute meetings per month, or one ninety minute meeting per month with ~~two~~ two (2) weeks prior notice for the purpose of staff development, if needed. Such meetings shall begin no later than ten (10) minutes after the student dismissal time.
 8. Meetings which take place after the regular in-school workday and which require attendance, shall not be called on Fridays or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school unless the principal or superintendent declares the meeting to be necessary for immediate resolution.

Faculty meetings held on days of late openings due to inclement weather shall not exceed 30 minutes.

9. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby may be instituted only in those cases where regular substitutes are not available. On occasions when teachers must substitute, they shall be paid at the rate found in Schedule F. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

IBS teachers in the high school shall not be assigned coverage of classes when a regular substitute is not available, except in cases of emergency. (An emergency shall be defined as: when a teacher must unexpectedly leave the building or when a teacher unexpectedly arrives late.) On occasions when an IBS teacher must substitute for another IBS teacher, an IBS teacher shall only required to cover half of an eighty (80) minute class block. Double coverage shall be arranged equitably by the principal. On occasions when IBS teachers must substitute, they shall be paid at the rate found in Schedule F.

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10. In those cases where regular substitutes are not available and two classes are to be combined for the day or a major part thereof, the teacher, in charge shall be paid an amount equal to that of a substitute's pay; if the class is divided between two or more other teachers, each teacher shall be paid an amount equal to 1/2 the rate of substitute's pay in addition to his regular salary.
11. Teachers who are not meeting with their normally assigned students for whatever reason, (e.g. practice teachers, class trips) shall be available in cases of emergency to substitute or supervise other students within their building at the discretion of the principal. There shall be no extra pay except when the substituting/supervision occurs during teachers' preparation or lunch periods.

12. Check-in procedure - Employees are expected to devote to their assignments, the time necessary to meet their responsibilities. Employees shall indicate their presence for duty by placing an initial in the appropriate "sign-in" roster.

13. The Board and Association agree that the athletic activities are listed in Schedule E and co-curricular activities are listed in Schedule F.

a. Definition

(1) Co-Curricular activities include those activities or assignments not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, work year.

(2) Said activities and compensation are set forth in Schedule ?.

b. Compensation for Newly Established Activities

Compensation for newly established co-curricular activities shall be negotiated at the Superintendent/Association Liaison meetings and are subject to Board approval.

c. Procedures for filling positions

(1) All school based activities shall be posted in writing within the affected building by the principal.

(2) All athletic and district-wide positions shall be posted throughout the district from the Superintendent's Office.

(3) Each notice shall contain a "cut-off" application date of not less than one work week and the person to whom the application letter is to be submitted.

(4) The Board of Education agrees to develop and publish a list of specific qualifications. These qualification bulletins shall be prepared and published in each school by January 31, 1993.

(5) Teachers interested in positions during the summer months should contact their principals for availability of positions.

d. Selection Process

(1) All qualified teachers shall be given adequate opportunity to make application. No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background, skills, and attainments of all applicants.

(2) Unsuccessful candidates, who are not selected for a position, may request in writing to the Principal, written reasons why they were not selected.

(3) If the above procedures fail to produce a qualified candidate from within the school district, the Board shall make an effort to employ a qualified candidate from outside the district.

(4) If, in the principal's judgment, an outside candidate could not successfully direct the activity, the principal shall recommend that a teaching staff member from within the district be assigned the activity. The method or procedure for assignment shall be developed by a building administrator/teacher committee in each building, discussed with the faculty of each building, and a final written ballot of all certified employees in the building shall determine the method to be used for the life of this contract.

e. It is understood that the compensation will include the chaperoning of all activities sponsored by the co-curricular activity. In the event the co-curricular activity requires overnight travel, the sponsor/ chaperone will be compensated at the rate established in Schedule F.

14. After School Detention will be staffed by volunteers working one hour beyond the regular teacher workday. The Principal shall seek a volunteer(s) from the teaching staff, to supervise the detention. In the event that there are no volunteers, detention shall be staffed using the same procedure as found in 11.d. (4) immediately above.

a. High School detention will take place four days per week with compensation designated in Schedule F.

b. Middle School detention shall continue to be handled by adjusting the starting and ending time of a staff member's workday. If this arrangement becomes unworkable during the duration of this contract, then the Principal shall seek volunteers as stated above and detention will take place two days per week with compensation designated in Schedule F.

c. Springside School detention will take place ^{Mon} ^{up to} two (2) days per week with compensation designated in Schedule F.

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15. Student field trips shall be scheduled in consultation with the teachers participating in them. Written permission of the Superintendent must be obtained prior to a staff member arranging a field trip. For student overnight or weekend trips, teachers shall be compensated at the rate printed in Schedule F.

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B. Aides' Day

1. **Full Time Special Education Aides:** Six and one-quarter (6 & 1/4) hours of work, exclusive of at least a thirty (30) minute duty-free lunch period, shall constitute a work day for all Special Education Aides. This provides time for before and after school supervision.
2. **Full Time Basic Skills Aides:** Four and three-quarter (4 & 3/4) hours shall be the minimum work day for full time aides with a maximum of five and three-quarter 5 & 3/4 hours, exclusive of at least a thirty (30) minute duty-free lunch period.
3. **Part Time Basic Skills Aides:** Three (3) hours of work shall be the minimum work day for part-time aides with a maximum of three and three quarter (3 & 3/4) hours, excluding lunch.
4. **Part Time Community Liaison Officer:** Three (3) hours of work shall constitute the minimum work day for the part-time Community Liaison Officer with a maximum of three and three quarters (3 & 3/4) hours, excluding lunch.
5. **Playground/Cafeteria Duty:** Aides who are assigned playground and cafeteria duty will be compensated at a rate of nine dollars and fifty cents (\$9.50) per hour in 94-95 and ten dollars (\$10.00) per hour in 95-96 & 96-97.
6. **Early Student Dismissal:** In cases where students are dismissed early, the Director of Curriculum/Basic Skills shall provide advanced notice if individual aides will be needed to work that afternoon. If so, they will be paid their normal rate. If not needed, aides shall be dismissed. There shall be no pay when aides are not working.

ARTICLE VIII - EMPLOYMENT

A. Placement on Salary Schedule

1. **Adjustment to salary schedule - Credit for previous educational experience/ industrial experience shall be jointly determined by the Superintendent and prospective employee.**
2. **Any ten month employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service. Any twelve month employee employed prior to January 1 of any school year shall be given full credit for one ~~year~~ (1) year of service.**

Redundant word

not needed

- 3. The Superintendent shall have the discretion to place new employees on any step he/she selects provided the new employee is not placed on a step higher than that equal to the step of a present staff with equal experience; and a new non-certified employee will not be placed on a step higher than a present employee with comparable experience. Credit on the guide, not to exceed four years for military service or alternative civilian experience required by the Selective Service System, and credit not to exceed three years for service in the Peace Corps, Vista, or National Teacher Corps work shall be granted.

- B. Previous Sick Leave Accumulation - Previously unused leave days shall be restored to all employees returning from a leave granted by the Board.

- C. Employment Procedures
 - 1. Notification of Contract and Salary - On or before **May 15th** of each year for certified staff and on or before **May 30th** of each year for non-certified staff, the Board shall provide each employee continuously employed either:
 - a. a contract or a written letter of intent to reemploy for the succeeding year. The employee must respond in writing, by June 1st; or,
 - b. a written notice that such employment shall not be offered for the following year.

 - 2. Non-Renewal Procedures
 - a. Any teacher, secretary or aide who receives a non-renewal notice may within five (5) days, meet with the **Director of Curriculum/Basic Skills** and Principal to discuss the reasons.
 - b. An employee may also request a meeting with the Superintendent of Schools, within five (5) days, following the meeting in a, above.
 - c. Following the two meetings, an employee may request written reasons for the non-renewal. Copies of the reasons shall be filed in the individual's permanent file. In cases where the employee requests a hearing before the Board, the Board shall also receive copies.

- D. Aides' Reduction in Force - In the event of a reduction in force (R.I.F.), aides to be released shall be selected by the administration from a pool of the most recently hired (1/3rd) of the basic skills aides or from a pool of the most recently hired (1/3rd) of the special education aides, based upon the category where a reduction is needed.

ARTICLE IX - SALARIES

A. Salary Schedules

- 1. The salaries of all teachers covered by this agreement are set forth in **Schedule A** which is attached hereto and made a part hereof.
- 2. The salaries of all secretaries and **instructional assistants** covered by this agreement are set forth in **Schedule B** which is attached hereto and made a part hereof.
- 3. The salaries of all basic skills aides covered by this agreement are set forth in **Schedule C** which is attached hereto and made a part hereof.
- 4. The salaries of all special education aides covered by this agreement are set forth in **Schedule D** which is attached hereto and made a part hereof.
- 5. The salaries for athletic activities covered by this agreement are set forth in Schedule E and for co-curricular activities covered by this agreement are set forth in Schedule F which are attached hereto and made a part hereof. (Schedules to be increased by the negotiated % each year.)

*2 cause
athletic
program steps
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B. Payment of Salary

- 1. All 10 month employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay for a summer payment plan. These funds shall be paid to the employee on the final working day in June or according to a mutually satisfactory schedule.
 - a. These funds that are deducted from the pay of employees in the summer payment plan shall be deposited in a separate interest bearing account. Interest cumulative to June 30th is to be paid to the B.T.E.A. no later than July 15th for deposit in a student scholarship fund.
 - b. Employees may have funds deducted from their monthly salary and deposited with the Employees Federal Credit Union.
- 2. Employees shall be paid twice each month, the 15th & 30th, or if these days fall on a weekend or holiday, payday will be the last day worked prior to the 15th and 30th.
- 3. Each 10 month employee shall receive his final pay on his last working day in June.
- 4. Each 12 month employee shall receive his final pay on June 30th.
- 5. Athletic Coaches will be paid each full month of their coaching season. Fall (September, October November); Winter (December, January, February); Spring (March, April, May).

do not cut program

D30

C. Overtime (SECRETARIES)

1. Overtime shall be paid at the rate of 1.5 times the employee's regular hourly rate of pay for all time worked in excess of the 40 hour week. For the purpose of determining the 40 hour work week, the following shall count as regular work days; holidays, paid vacation days, and other approved paid leaves. A 40 hour work week shall be defined from Sunday 0001 hours through Saturday, 2400.
2. When compensatory time is offered, in lieu of payment of overtime, it shall be granted at 1.5 times the compensatory time accumulated, if it is above the 40 hour work week.

D. Double Time (Secretaries)

Double Time shall be paid on Sunday or when a secretary is called into work on any of the holidays listed in this contract.

ARTICLE X - EMPLOYEE ASSIGNMENT

A. Notification

1. Date for notifying present employees - All teachers, secretaries, and aides shall be given written notice of their schedules, work, class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as possible. If a change becomes necessary, the employee shall be notified as soon as possible.
2. All permanent openings to be filled will be posted throughout the district. If a regular position occurs when school is closed for the summer, the Superintendent will be responsible for orally notifying at least one officer of the BTEA. If officers cannot be contacted each will be mailed a posting. The Association leadership shall be responsible for notifying its interested membership. Employees interested in the opening should consult with their Immediate Supervisor/Principal and write to the Superintendent expressing interest.

B. Traveling Employees

1. Schedules: Whenever possible, schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in any unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.
2. Travel Reimbursement: Employee(s) required to use their personal auto for travel between schools during their work day shall be reimbursed at the rate of \$0.275 per mile.

D27

3. Teachers assigned to more than one school (traveling teachers) who are required to attend additional parental evening meetings beyond those required by the home based school, shall be paid a \$45 stipend for each additional evening parental meeting. The required evenings shall not exceed the scheduled parental evening meetings for each of the schools to which the teachers are assigned.

ARTICLE XI - VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Voluntary

1. **Filing Requests** - Employees who desire a transfer to fill an position in the district may file a written statement of such desire with the Superintendent. Such statement shall include the position(s) to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 10.
2. **Criteria** - When a voluntary transfer or reassignment is necessary, an employee's area of competence, specific experience, needs of the district, recommendation of the principal, and other pertinent data shall be considered in determining which employee is to be transferred or reassigned.

B. Involuntary

1. **Notice** - Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practicable, and except in cases of emergency, not later than August 15.
2. **Criteria** - When an involuntary transfer or reassignment is necessary, an employee's area of competence, specific experience, needs of the district, recommendation of the principal, and other pertinent data shall be considered in determining which employee is to be transferred or reassigned.
3. **Meeting and Appeal** - In cases where an employee is being considered for transfer to another school, the administration shall meet with the employee in order to discuss the proposed transfer. If recommended for transfer, the employee may request a meeting with the Superintendent to discuss the reasons for the transfer. The employee may have an association representative present at all meetings.

D25

ARTICLE XII - ABSENCE, SICK LEAVE AND LEAVE POLICY

A. **Purpose:** The purpose of this statement of policy is to establish uniformity and equality for all employees of the Burlington Township School District in the matter of sick leave and various other absences.

B. **Legal Basis**

1. Sections of School Law from which this policy derives - 18A:30-1 to 18A:30-7 inclusive. Title 18A Education New Jersey
2. Certain portions of school law are quoted where applicable in sections of policy which follow.

C. **Sick Leave (Absence Due to Illness or Injury)**

1. **Sick leave with full pay**

- a. In accordance with 18A:30-2, all 10 month employees of the district will be allowed 10 work days sick leave in any one school year. The unused portion of this leave shall be accumulative (18A:30-3).

All 12 month employees will be allowed 12 work days sick leave in any one fiscal year. The unused portion of this leave shall be accumulative.

- b. Teachers employed by the district on June 18, 1982 and all secretaries employed by the district by June 30, 1982, will grandfather all bonus sick days accumulated as of that date. In the future, if it is necessary for a teacher/secretary to use these bonus sick days, each day may be used only one time, and will not be renewed at the beginning of the next school year. If not used, the bonus sick days will be applied toward the sick leave benefit and will be payable upon retirement only.

All teachers hired and beginning service as of September 1, 1982, and all secretaries hired and beginning service as of July 1, 1982, will not accrue bonus sick days.

- c. When absence is caused by injury incurred in the line of duty, the employee will be paid full salary for one calendar year, if necessary. This leave is not chargeable to annual sick leave. (18A:30-2.1)

2. **Transfer of Sick Leave From Another District**

Persons transferring from another district may transfer 1/2 their accumulative leave not to exceed 50 days. This leave must be transferred prior to the end of the first year of employment in this district.

3. Transfer of Sick Leave To Another District

- a. Employees leaving the district employment may leave their sick leave intact for possible transfer to another district, or may, within two years, translate their days into cash settlement at the time of leaving. Each sick day can be used one time.
- b. Employees who leave the district and do not use (a) above, and at some future date return to employment in the district, will be reinstated with all sick leave which is due him/her at the time of leaving.

4. Cashing Sick Leave

- a. Upon severance from the district for reasons other than dismissal, termination by the Board of Education, or non-renewal of contract, all accumulated unused sick leave shall be reimbursed. An employee whose position is abolished by a RIF will also be eligible under this provision.

Employees severing employment (other than retiring) from the district with service in the Burlington Township Schools shall be eligible for the following reimbursement per sick day:

	Less than 10 full yrs.	More than 10 yrs
Teachers:	\$15.00/day	\$25.00/day
Secretaries:	\$10.00/day	\$20.00/day
Full Time Aides:	\$5.00/day	\$14.00/day
Part Time Aides:	\$3.00/day	\$14.00/full day

- b. Upon retiring from the district, an employee may "cash" in their unused sick leave.

- (1) Employees, taking advantage of this benefit, must meet one of the following criteria:

- (a) Upon the death of the employee while under contractor,
- (b) Upon retirement to immediate pension.

- (2) Retiring employees shall be eligible for the following dollars per sick day:

	Less than 10 full years in Burl.Twp.	10 or more full years in Burl.Twp.
Teachers	\$20.00/day	\$35.00/day
Secretaries	\$15.00/day	\$20.00/day
Full Time Aides	\$12.00/day	\$17.00/day
Part Time Aides	\$6.00/day	\$17.00/day

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5. When sick leave extends for five or more consecutive school days, a doctor's certificate will be sent to the Secretary of the Board within three days of the employee's return to duty.

6. Sick Leave (With Pay Less Substitute's Pay)

When an employee exceeds his regular sick leave, the Board may pay the 10 month employee 1/200th of his annual salary minus his substitute's pay, and the 12 month employee 1/240th of his annual salary minus his substitute's pay, for an amount of time equal to the employee's total accumulated sick leave. (18A:30-6)

7. Illness in Immediate Family

All absences required for this purpose shall be deducted from sick leave.

D. Authorized Absence Other Than Sick Leave

1. Death - Up to five (5) days at any one time in the event of the death of an employee's parent, spouse, child, grandchild, legal guardian, brother, sister, grandparent, father-in-law, mother-in-law, or any other member of the immediate household.

Two (2) days will be granted for brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

2. An employee subpoenaed by an official or department of government or by a court clerk (not an attorney) as a witness, will be granted the day's leave necessary to serve as a witness (not an observer), and the differential payment will be made between the employee's regular contracted salary and the court's per diem stipend. All subpoenaed employees must submit a copy of the subpoena prior to the approval of the leave.

3. Personal Leave

- a. Twelve Month Employees - Three (3) days will be authorized. One of these days must be used during June, July or August, when school is not in session.
- b. Ten Month Employees - Two (2) days and will be authorized.
- c. All unused personal days will be transferred to sick days on June 30th of each year.
- d. Staff members requesting this day must have approval by the Principal and Superintendent one calendar week prior to this day of absence, "except in cases of emergency based on the judgment of the Superintendent".

- e. No more than 3% of the contractual teaching staff per building, and only one secretary, and one aide per building shall be granted such leave on any given day, except in cases of emergency as determined in consultation with and approval by the building Principal.
 - f. Since it is desirable to have all regular teaching personnel and secretaries on duty during the final 9 days of each school year, personal leave will not be approved for this period by the Superintendent except in cases of emergency.
4. Professional Improvement Day: Two (2) days will be granted for observation in other schools or attending a professional meeting. Destination must be stated in advance and record of attendance recorded on return through the Principal to the Superintendent. A request for such a day will include a statement of its educational relevance to the improvement of instruction in Burlington Township Schools. All requests for such absence must be approved in advance by the building Principal and/or the Superintendent.
 5. Athletic and Co-Curricular Activities: A pool of ten days will be established yearly. Coaches and/or advisors desiring to use time from this pool must see the Athletic Director or the Activities Director and present their request in writing. The Athletic Director will recommend approval to the building Principal and the Principal to the Superintendent. Strongest consideration will be given to less experienced coaches in any particular sport. The maximum Board of Education expenditure will be \$650 per year.

E. Record of Absences

Record Form: There will be kept, in the Board Secretary's office, a record sheet for each employee. This record will show a complete picture of the employee's absence for any given school year plus his accumulative sick leave.

1. These records are available to the employee upon request.
2. Each employee is responsible to check his records at the end of the year to see that it is correct. Employees shall be given a written account of accumulated sick leave days no later than October 30th of each school year.

F. Pay Deduction for Unauthorized Absence

10 month employees absent from school on days when school is open for reasons other than those stated in this policy will have 1/200th of their annual salary deducted and 12 month employees will have 1/240th of their annual salary deducted for each unauthorized day. (18/A:30-6)

N/W
Should read: 18A:30-6
~~18A:30-6~~

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ARTICLE XIII - EXTENDED LEAVES OF ABSENCE

- A. Association - The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purposes of engaging in activities of the Association or its affiliates.
- B. International and Federal Programs - A leave of absence without pay of up to one (1) year shall be granted to any teacher who joins the Peace Corps. or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs.
- C. Outside Teaching - a teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- D. Military - Military leave shall be granted in accordance with state and federal regulations.
- E. Disability Due to Pregnancy/Child Rearing Leave
 - 1. It shall be optional for the employee to notify her Immediate Supervisor/ Principal of her pregnancy as soon as it is medically confirmed. This will assist in the process of securing an adequate replacement.
 - 2. The Board shall grant disability due to pregnancy leave and child rearing leave upon written request of the employee. The combined leaves may not exceed two (2) years. A full school year leave will run from September 1 to June 30 for 10 month employees; and July 1 to June 30 for 12 month employees.
 - 3. After the pregnancy is medically confirmed, the employee shall submit a statement from her personal physician setting forth the anticipated date of delivery and certification by the physician that the condition of the employee will not interfere with the full performance of her duties.
 - 4. Planned work beyond the first day of the 9th month of pregnancy will again require doctor's certification that it is physically possible for the employee to continue. Work into the 9th month may require possible consultation with the school board physician.
 - 5. In order to meet the Board of Education requirements of "educational continuity" (least disruption of the student evaluation process and least number of teachers assigned to a class during a given school year), a teacher may request leave under the following provisions:
 - a. If a teacher cannot teach the entire first quarter of the school year, the leave must begin on September 1; and if the teacher desires to return to work the same school year, she may only return at the beginning of the second, third, or fourth quarter.

- b. When a teacher requests a leave, every effort should be made to leave at the end of a quarter and she must return only at the beginning of a quarter.
- 6. The employee must provide two months advance written notice as to the exact date the leave is to begin. In the same letter, the employee must identify the request date of return to work.
- 7. An employee who has been granted disability leave may request, in writing to the Superintendent, to use her sick leave for a period not to exceed one month prior to and one month following delivery. A statement from the employee's personal physician certifying the exact date of the employee's disability must accompany this written request.
- 8. Any employee may request an adoption leave without pay for a period of up to one year. The employee will consult with his or her principal during the planning stages for the adoption. In order to meet the Board of Education requirements for educational continuity, employees are expected to give two months advance written notice of the intended leave, except in cases where the adoption agency can not provide notice of two months lead time. In the latter case, the employee may begin their leave with less than two months notice.
- F. Sabbatical - Sabbatical leaves without pay shall be granted by the Board.
- G. Good Cause - Other leaves of absence without pay may be granted by the Board for good reason.
- H. The number of leaves of absence to be granted under sections B,C, F,G herein shall not exceed three (3) in any one school year.
- I. Return from leave

- 1. Employees on leave must notify the Superintendent in writing by April 10th of their intentions of returning to work the following September 1.
 - a. ~~Teachers on leave for the remainder of the school year must advise the Superintendent in writing by April 10th of their intention of returning to work the following September 1.~~
 - b. For purposes of Educational Continuity, teachers on leave during a school year are encouraged to plan their return at the beginning of a marking period. With planning and previous written notice, teachers may return to work upon discharge by medical, military, or other authorities.
- 2. Upon return from leave granted pursuant to Section B, C, D, or F of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

Schedule King

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- a. Ten month employees returning on a subsequent year from an official leave and who have worked 90 school days or more, will be placed on the next step of the salary guide. Those who have worked less than 90 days will return on the same salary step.
 - b. Twelve month employees returning on a subsequent year from an official leave and who have worked 110 work days or more, will be placed on the next step of the salary guide. Those who have worked less than 110 work days will return on the same salary step.
3. All benefits other than salary to which an employee was entitled at the time his approved leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced if available, or to a position similar to which the employee held at the time the leave of absence was granted.

ARTICLE XIV - HOLIDAYS AND VACATIONS

Vacation Policy for Twelve Month Employees

- A. Employees with less than one full year of service may use a prorated amount of vacation time during the summer months, provided they have commenced work prior to April 1st. July 1st begins the new fiscal year and all employees will begin earning the following summer's vacation.
 - 1. At the end of the first year, the employee shall be entitled to ten (10) days of vacation.
 - 2. At the end of the fifth year, the employee shall be entitled to fifteen (15) days of vacation.
 - 3. At the end of the tenth year, the employee shall be entitled to one (1) additional day per year, not to exceed twenty (20) days of vacation.
- B. Said vacations are to be taken during the months of June, July and August, except that not more than 5 consecutive days may be taken during the school year without the Superintendent's approval. This may not be supplemented by personal days, except in the case of an emergency when approved by the Superintendent of Schools.

ARTICLE XV - TEACHER ADMINISTRATION LIAISON

- A. **Building Level Faculty Council**
 - 1. The Association shall select a Faculty Council for each school building which shall meet with the Principal at least five (5) times during the school year during the school day. Said council shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall, in no event, have less than three (3) members.

2. Areas for Faculty Council Consideration - Areas for consideration by the Council shall include, but not be limited to, school building level decisions regarding:

- a. Administration of this Agreement
- b. Facilitation of programs and recommendations of the Instructional Council hereafter established in ARTICLE XVI of this Agreement.
- c. Revision and development of building policies and practices.

B. Meetings with Superintendent

The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of the Agreement. The Superintendent may invite the other administrative personnel to attend such meetings.

ARTICLE XVI - INSTRUCTIONAL COUNCIL

Purpose - By mutual agreement of the building Principals and the staff, an Instructional Council may be established. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community.

ARTICLE XVII - TUITION REIMBURSEMENT

A. The Board shall pay, with prior Board approval, full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested to take in writing by the Administration. Said employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular work day at the rate of \$8.50 an hour.

- 1. Such courses will not include those required for certification and licenses.
- 2. Such sessions will not include those items in Article VII A. such as the required number of P.T.A. meetings, nor parents' night.

check reference

B. The Board shall provide a maximum pool of \$15,000 per fiscal year for a course reimbursement program. Teachers and secretaries/aides (effective 95-96) may submit courses from an approved college or university for reimbursement after completing their first year of teaching/work in the district. In order to qualify for reimbursement the following requirements shall be met.

- D30
1. Courses will be of a graduate or undergraduate level directly related to the **employee's** area of instruction, specialty or related field.
 - a. Courses in curriculum development or guidance may be used as an elective to supplement the general (or elective) needs of a teacher's graduate program. A complete guidance counselor preparation program cannot be funded under the provisions of this article.
 - b. Supervisory and administrative courses are not to be included except in the case of a department chairperson or cases previously approved by the Superintendent.
 - c. **Employees must complete their Course Approval Request form and secure initial approval.**
 - d. **A minimum course grade of "B" (or its equivalent) must be attained by a teacher, and a minimum course grade of "C" (or its equivalent) must be attained by a secretary/ aide.**
 2. Tuition for special non-credit granting courses or seminars offered by an accredited college or university may be approved by the Superintendent, or other seminars offered by non-colleges may be submitted to the Superintendent for consideration. In all cases, the course content must be directly related to the employee's work assignment. **To be eligible for reimbursement, the employee must obtain written permission from the Superintendent prior to enrolling in the course.**
 3. Proof of successful completion shall be provided no later than September 1 following the completion of the course.
 - a. By transcript
 - b. By official statement from the college where time does not permit.
 4. The Board shall pay 100% of the tuition cost for graduate and/or undergraduate level courses taken during the fiscal year. The maximum amount paid to any one (1) employee during any fiscal year shall be the cost of **nine (9) graduate credits for teachers and six (6) undergraduate credits for secretaries/aides at the Rowan College of New Jersey rate.**
 5. **Employees shall receive reimbursement no later than October 30 of the subsequent academic year in which the courses were taken.**

ARTICLE XVIII - INSURANCE

A. The Board will provide 100% employee coverage and 100% family coverage in the "N.J. State Health Benefits" program or its equivalent, Medical-Surgical Plan of N.J. (Blue Shield Plan) or its equivalent; and major medical as provided by Prudential Insurance Company of America or its equivalent.

As an alternative to A, above, the Board of Education will pay the maximum insurance premiums for plans 1, 2, 3, 4 of the Washington National Group Disability Insurance for which each individual member is eligible. The employee wishing to shift from Blue Cross/Blue Shield to Washington National must advise the Secretary of the Board of Education. Any future change between the alternative plans may be arranged with the Board Secretary at any time.

Needs Approval

B. With the ratification of this contract by both parties, the Board of Education will provide, effective July 1, 1995 a \$5.00 generic/ \$10.00 brand name/ \$0.00 mail order co-pay full family prescription plan for each employee as provided by Blue Cross/Blue Shield of New Jersey, or its equivalent. Only one member of a married couple, both of whom are employed by the Board of Education, shall be eligible for the prescription plan.

C. The Board of Education will provide the identical plan with the New Jersey Dental Service Plan as provided during the 1984 - 85 school year. The Board of Education will provide the New Jersey Dental Service Plan or an equivalent plan.

D. For the purpose of this Article, "equivalent" shall mean: the exact level of insurance benefits currently provided, and the exact method of administration currently operative for the above plans.

E. Effective July 1, 1995, the Board of Education may implement a Mandatory Second Surgical Opinion option in the traditional medical plan, as referenced in A. above.

F. All employees hired after July 1, 1995 shall be eligible for health, prescription, and dental coverages, pursuant to the following:

1. If, at initial hire, the Board recognizes less than ^{four (4)} ~~three (3)~~ full years of educational/industrial employment experience (excluding military credit), the employee shall be eligible for single health, dental, and prescription coverage only. The employee may elect other ~~coverage levels~~ by payment of the entire additional premium through payroll deductions.

2. Once an employee has attained ^{dependent levels of coverage} ~~three (3)~~ full years of educational/industrial employment experience (excluding military credit), as a combination of educational/industrial experience granted at hire and credit for actual service in the Burlington Township School District, or only credit for actual service in the Burlington Township School District, the employee shall be eligible for appropriate ^{levels of} health, prescription, and dental coverages at the Board's expense.

dependent levels of

- 3. If, at initial hire, the Board recognizes more than ~~three (3)~~ ^{four (4)} full years of educational/industrial experience (excluding military credit), the employee shall be entitled to the appropriate level of health, prescription, and dental benefit coverages. *dependent levels*

ARTICLE XIX - AGENCY SHOP - REPRESENTATION FEE

- A. Purpose of Fee: In the event a teacher/secretary does not become a member of the Association during the time covered by this Agreement, the teacher/secretary will be required to pay a representation fee to the Association.
- B. Amount of Fee: The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed 85% of the regular membership dues, fees and assessments.
- C. Deduction and Transmission of Fee:
 - 1. Notification - 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 teachers/secretaries who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers/secretaries, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted 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 teacher/secretary on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. 10 days after receipt of aforesaid list by the Board; or
 - b. 30 days after the teacher/secretary begins his or her employment in a bargaining unit position, unless the teacher/secretary 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 10 days after the resumption of the teacher's/secretary's employment in a bargaining unit position, whichever is later.
 - 3. Termination of Employment - If a teacher/secretary who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid 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 representation fees and the transmission 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.
- 5. **Changes** - The Association will notify the Board in writing of any changes in the list provided for in paragraph 2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 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 teachers/secretaries who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such teachers/secretaries.
- 7. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this article.

ARTICLE XX - SUBCONTRACTING PROVISION

- A. The Association may provide input to the Board of Education during the formulation of specifications prior to the submission to any perspective contractors.
- B. At the time of the submission of specifications to bidders, the Association may provide how it can effectuate cost savings to the Board of Education.

ARTICLE XXI - MISCELLANEOUS PROVISION

- A. The Agreement shall be presented to employees now employed or subsequently employed. The Agreement shall be printed within thirty (30) days of the Agreement being signed. The Board and the Association will share the cost of printing the Agreement.
- B. Both parties shall agree to a mutual commitment to verbatim portions of the N.J. Statutes which apply to the operation of the schools, and further agree that alleged violations of said statutes which are not subject to arbitration shall be referred to the appropriate agency designated by the statute in the event of a dispute between the two parties.
- C. The Board agrees that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement.

- D. If any provision 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.
- E. Any individual contract between the Board and an individual employee shall be consistent with the terms and conditions of this Agreement during its duration.

ARTICLE XXII - DURATION OF AGREEMENT

- A. Duration Period - the foregoing Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. Status of incorporation - In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed here on, all on the day and year first above written.
- C. This Agreement constitutes Board Policy for the term of said Agreement.

Burlington Township Education Association

By Its President, _____

Date _____

By Its Secretary, _____

Date _____

Burlington Township Board of Education

By Its President, _____

Date _____

By Its Secretary, _____

Date _____

④ The undersigned shall recommend this
memo for ratification.

⑤ There shall be no requests for any further action to be taken
to the date of this memo.

In the Board

~~David Edwards~~
~~Paul [unclear]~~
John Arnold

In the Association

~~J. E. [unclear]~~
Carol Karkowski
Jeanne M. McElwee
~~John [unclear]~~
Richard H. [unclear]
Richard H. [unclear]
Constantine [unclear]

7/28/95

Teachers' Salary Guide Compression

The # in the Exp. column represents the years of previous experience.

93-94		94-95		95-96		96-97		Projected * 97-98	
Step	Exp	Step	Exp	Step	Exp	Step	Exp	Step	Exp
								1	0
						1	0	2	1
		1	0	1	0	2	1	3	2
		2	1	2	1	3	2	4	3
M	0	3	2	3	2	4	3	5	4
L	1	4	3	4	3	5	4	6	5
K	2	5	4	5	4	6	5	7	6
J	3-7	6	4-8	6	5-9	7	8-10	8	7-11
I	8	7	9	7	10	8	11	9	12
H	9	8	10	8	11	9	12	10	13
G	10	9	11	9	12	10	13	11	14
F	11	10	12	10	12-13	11	14	12	15
E	12	11	13	11	14	12	15	12a	16
						12a	n/a		
D	13	12	14	12	15	13	16+	13	17+
C	14-15	13	15-16	13	16+				
B	16		17+						
A	17+								

*** Projected**

unless changed during negotiation between the Board of Education and the Association.

A.

94-95		BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
M	1	28428	28913	29403	29812	30494	31699	32214	32736	32998
L	2	29101	29597	30097	30543	31223	32429	32945	33466	33727
K	3	29774	30281	30791	31274	31952	33159	33676	34196	34456
J	4	30446	30965	31485	32005	32682	33889	34407	34926	35184
I	5	31118	31647	32179	32734	33412	34619	35137	35655	35914
H	6	32002	32542	33083	33676	34352	35559	36078	36597	36857
G	7	32887	33436	33989	34617	35295	36501	37020	37537	37797
F	8	33771	34331	34894	35558	36236	37441	37961	38479	38739
E	9	34655	35224	35800	36500	37177	38383	38902	39421	39681
D	10	35540	36119	36704	37440	38119	39323	39843	40362	40621
C	11	39669	40264	40879	42017	42696	43901	44420	44939	45198
B	12	43797	44410	45054	46595	47273	48479	48998	49517	49776
A	13	48844	49473	50147	52090	52768	53975	54493	55012	55271

in the	20-24	1000	22	22000
in the	25	2000	23	46000

A2

95-96 STEP	BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
M 1	28949	29443	29941	30358	31051	32280	32804	33336	33601
L 2	29634	30139	30648	31102	31794	33023	33548	34079	34344
K 3	30319	30835	31355	31846	32537	33766	34292	34822	35087
J 4	31003	31532	32061	32591	33280	34509	35037	35565	35828
I 5	31688	32226	32768	33333	34024	35253	35780	36308	36571
H 6	32588	33138	33689	34292	34981	36210	36738	37267	37532
G 7	33489	34048	34611	35251	35941	37169	37698	38224	38489
F 8	34389	34959	35533	36209	36899	38126	38656	39183	39448
E 9	35289	35869	36455	37168	37857	39086	39614	40143	40407
D 10	36191	36780	37376	38125	38817	40043	40572	41101	41365
C 11	40395	41001	41627	42786	43477	44705	45233	45762	46025
B 12	44599	45223	45879	47448	48138	49366	49895	50423	50687
A 13	49975	50604	51278	53221	53899	55106	55624	56143	56402

in the 20-24 1200 21 25200
in the 25 2400 26 62400

96-97 STEP	BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
M 1	31085	31627	32170	32713	33419	34679	35221	35762	36032
L 2	31285	31827	32370	32913	33619	34879	35421	35962	36232
K 3	31535	32077	32620	33163	33869	35129	35671	36212	36482
S 4	31785	32327	32870	33413	34119	35379	35921	36462	36732
5	32487	33039	33594	34174	34882	36142	36682	37224	37493
6	33410	33974	34539	35157	35863	37123	37665	38207	38479
B 7	34334	34907	35484	36140	36847	38106	38649	39188	39460
F 8	35256	35841	36429	37122	37830	39088	39631	40171	40443
E 9	36179	36774	37374	38105	38812	40072	40613	41155	41426
D 10	39496	40153	40856	42885	43593	44853	45394	45935	46206
C 11	43196	43853	44556	46585	47293	48553	49094	49635	49906
B 12	46996	47653	48356	50385	51093	52353	52894	53435	53706
* 12a	48946	49603	50306	52335	53043	54303	54844	55385	55656
A 13	50996	51653	52356	54385	55093	56353	56894	57435	57706
in the	20-24	1300	18	23400					
in the	25	2600	32	83200					

* Nobody will be on step A for the 96-97 school year.

A4

96-97

STEP	BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
1	200	200	200	200	200	200	200	200	200
2	250	250	250	250	250	250	250	250	250
3	250	250	250	250	250	250	250	250	250
4	702	712	724	761	763	763	761	762	761
5	923	935	945	983	981	981	983	983	986
6	924	933	945	983	984	983	984	981	981
7	922	934	945	982	983	982	982	983	983
8	923	933	945	983	982	984	982	984	983
9	3317	3379	3482	4780	4781	4781	4781	4780	4780
10	3700	3700	3700	3700	3700	3700	3700	3700	3700
11	3800	3800	3800	3800	3800	3800	3800	3800	3800
12	1950	1950	1950	1950	1950	1950	1950	1950	1950
12a	2050	2050	2050	2050	2050	2050	2050	2050	2050
13	0	0	0	0	0	0	0	0	0

96-97

STEP	BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
1	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	2457	0	0	2283	0	0	0	0	0
5	2769	0	0	983	0	0	0	0	0
6	6468	933	945	983	0	0	0	0	0
7	11064	2802	2835	5420.64	0	0	0	0	0
8	923	933	0	0	982	0	0	0	0
9	0	0	0	4780	0	0	0	0	0
10	7400	3700	0	3700	0	0	0	0	0
11	3800	0	0	3800	0	0	0	0	0
12	3900	0	0	1950	0	0	0	1950	0
12a	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0

77,760.64
 1.23
 94560.64
 1.4906703

A5

93-94		BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
6.5	1	3357	3414	3467	3601	3625	3680	3707	3726	3734
4	2	3386	3442	3497	3631	3659	3713	3737	3758	3766
10	3	3636	3693	3748	3883	3911	3964	3989	4011	4023
23.52	4	3888	3942	3999	4135	4165	4217	4242	4262	4276
3	5	4138	4194	4250	4388	4418	4469	4494	4516	4529
1	6	4177	4232	4291	4429	4460	4513	4535	4558	4569
4	7	6609	6717	6867	8268	8298	8352	8374	8398	8409
2	8	9425	9522	9662	11027	11057	11112	11133	11156	11167
4	9	12341	12429	12556	13885	13916	13970	13992	14014	14025
1	10	15456	15534	15652	16945	16974	17030	17051	17073	17085
8.88	11	11327	11389	11477	12368	12397	12452	12474	12496	12508
5.6	12	7199	7243	7302	7790	7820	7874	7896	7918	7820
63	13	3070	3098	3127	3213	3243	3296	3319	3341	3353
	L1	4370	4398	4427	4513	4543	4596	4619	4641	4653
	L2	5670	5698	5727	5813	5843	5896	5919	5941	5953

93-94		BA	B+15	B+30	MA	M+15	M+30	M+45	M+60	DOC
	1	11.8	11.8	11.8	12.1	11.9	11.6	11.5	11.4	11.3
	2	11.6	11.6	11.6	11.9	11.7	11.4	11.3	11.2	11.2
	3	12.2	12.2	12.2	12.4	12.2	12.0	11.8	11.7	11.7
	4	12.8	12.7	12.7	12.9	12.7	12.4	12.3	12.2	12.2
	5	13.3	13.3	13.2	13.4	13.2	12.9	12.8	12.7	12.6
	6	13.1	13.0	13.0	13.2	13.0	12.7	12.6	12.5	12.4
	7	20.1	20.1	20.2	23.9	23.5	22.9	22.6	22.4	22.2
	8	27.9	27.7	27.7	31.0	30.5	29.7	29.3	29.0	28.8
	9	35.6	35.3	35.1	38.0	37.4	36.4	36.0	35.5	35.3
	10	43.5	43.0	42.6	45.3	44.5	43.3	42.8	42.3	42.1
	11	28.6	28.3	28.1	29.4	29.0	28.4	28.1	27.8	27.7
	12	16.4	16.3	16.2	16.7	16.5	16.2	16.1	16.0	15.7
	13	6.4	6.4	6.4	6.3	6.3	6.2	6.2	6.2	6.2
	L1	9.1	9.1	9.0	8.8	8.8	8.7	8.6	8.6	8.6
	L2	11.8	11.7	11.6	11.4	11.3	11.1	11.0	11.0	11.0

B1

94-95	10 Month	Elementa	Parapro-	12 Month	12 Month	
Step	Clerk	Secretary	Adm. Sec.	fessional	Secretary	Adm. Sec.
M	14361	14754	16080	16748	17437	17822
L	14453	14847	16173	16842	17529	17915
K	14645	15040	16366	17036	17721	18108
J	14837	15233	16559	17230	17913	18301
I	15029	15426	16752	17424	18105	18494
H	15221	15619	16945	17618	18297	18687
G	15413	15812	17138	17813	18489	18880
F	15605	16005	17331	18007	18681	19073
E	15868	16211	17891	18419	19139	19700
D	17411	17787	19468	20262	21200	21768
C	18735	19144	20827	21886	23043	23816
B	20525	20967	22650	23976	25351	25933
A	22149	22623	24309	25900	27493	28083
Year in district			cost			
20-24	500	2	1000			
25+	750	0	0			
			<u>1000</u>			

Start 2040 - 10/9/00

B2

95-96	10 Month	Elementa	Parapro-	12 Month	12 Month	
Step	Clerk	Secretary	Adm. Sec.	fessional	Secretary	Adm. Sec.
M	14765	15158	16484	17152	17841	18226
L	14915	15309	16635	17304	17991	18377
K	15065	15460	16786	17456	18141	18528
J	15277	15673	16999	17670	18353	18741
I	15489	15886	17212	17884	18565	18954
H	15701	16099	17425	18098	18777	19167
G	15913	16312	17638	18313	18989	19380
F	16125	16525	17851	18527	19201	19593
E	16408	16751	18431	18959	19679	20240
D	17971	18347	20028	20822	21760	22328
C	19135	19544	21227	22286	23443	24053
B	20925	21367	23050	24376	25751	26333
A	22549	23023	24709	26300	27893	28483

Year in district	cost		
20-24	600	3	1800
25+	850	0	0
			<u>1800</u>

D3

96-97	10 Month		Elementa	Parapro-	12 Month	12 Month
Step	Clerk	Secretary	Adm. Sec.	fessional	Secretary	Adm. Sec.
M	15093	15486	16812	17480	18169	18554
L	15243	15637	16963	17632	18319	18705
K	15393	15788	17114	17784	18469	18856
J	15605	16001	17327	17998	18681	19069
I	15842	16239	17565	18237	18918	19307
H	16084	16482	17808	18481	19160	19550
G	16326	16725	18051	18726	19402	19793
F	16568	16968	18294	18970	19644	20036
E	17521	17909	19412	20148	20954	21434
D	18474	18850	20531	21325	22263	22831
C	19668	20077	21780	22819	23976	24586
B	21200	21642	23325	24651	26028	26808
A	23174	23648	25334	26925	28518	29108
Year in district				cost		
20-24	750	3	2250			
25+	1000		0			
				2250		

5

Special Ed. Aides

BoE Pro -1 93-94

#	Step	Exp	\$
1	1	0-1	\$7.00
1	2	2-4	\$7.50
5	3	5-7	\$8.00
2	4	8	\$8.50
0	5	9	\$9.00
0	6	10	\$9.50
0	7	11	\$10.00
<hr/>			
9			

Special Ed. Aides

BoE Pro -1 94-95

#	Step	Exp	\$
0	1	0	\$7.00
1	2	1-2	\$7.50
1	3	3-5	\$8.00
5	4	6-8	\$8.50
2	5	9	\$9.00
0	6	10	\$9.50
0	7	11	\$10.00
<hr/>			
9			

Special Ed. Aides

BoE Pro -1 95-96

#	Step	Exp	\$
0	1	0	\$7.18
0	2	1	\$7.50
1	3	2-3	\$7.83
1	4	4-6	\$8.35
5	5	7-9	\$8.87
2	6	10	\$9.40
0	7	11	\$9.92
<hr/>			
9			

Special Ed. Aides

BoE Pro -1 95-96

#	Step	Exp	\$
0	1	0	\$7.18
0	2	1	\$7.49
0	3	2	\$7.82
1	4	3-4	\$8.16
1	5	5-7	\$8.71
5	6	8-10	\$9.25
2	7	11	\$9.80
<hr/>			
9			

Set %
4.30%
 Inc \$

Actual

0.50 7.14%
 0.50 6.67%
 0.50 6.25%
 0.50 5.88%
 0.50 5.56%
 0.50 5.26%

Set %
4.40%
 Inc \$

0.32 4.46%
 0.33 4.40%
 0.35 4.40%
 0.37 4.40%
 0.40 4.40%
 0.42 4.42%

Set %
4.25%
 Inc \$

0.31 4.25%
 0.32 4.25%
 0.33 4.25%
 0.35 4.25%
 0.38 4.25%
 0.40 4.25%

5

Step	93-94	Sold	4.30% Increase	Actual
k	\$6.50	6		7.69%
j	\$7.00	19		10.00%
i	\$7.70	0		7.79%
h	\$8.30	1		7.23%
g	\$8.90	1		7.30%
f	\$9.55	2		5.78%
e	\$10.10	0		6.93%
d	\$10.80	1		5.09%
c	\$11.35	2		6.81%
b	\$12.10	0		6.61%
a	\$12.90	3		4.30%

Step	94-96	Sold	4.40% Increase	Actual
k	\$6.50	6		7.69%
j	\$7.00	19		10.00%
i	\$7.70	0		7.79%
h	\$8.30	0		7.23%
g	\$8.90	1		7.30%
f	\$9.55	1		5.78%
e	\$10.10	2		6.93%
d	\$10.80	0		5.09%
c	\$11.35	1		6.81%
b	\$12.10	2		6.61%
a	\$12.90	0		4.30%
a1	\$13.45	3		

Step	96-96	Sold	4.40% Increase	%
k	\$6.50		\$0.29	4.40%
j	\$6.79	6	\$0.31	4.40%
i	\$7.31	19	\$0.34	4.40%
h	\$8.04	0	\$0.37	4.40%
g	\$8.67	0	\$0.39	4.40%
f	\$9.29	1	\$0.42	4.40%
e	\$9.97	1	\$0.44	4.40%
d	\$10.54	2	\$0.48	4.40%
c	\$11.28	0	\$0.50	4.40%
b	\$11.85	1	\$0.53	4.40%
a	\$12.63	2	\$0.57	4.40%
a1	\$13.47	0	\$0.59	4.40%
a2	\$14.05	3		

Step	96-96	Sold	4.25% Increase	%
k	\$6.50		\$0.28	4.25%
j	\$6.78		\$0.29	4.25%
i	\$7.07	6	\$0.31	4.25%
h	\$7.62	19	\$0.34	4.25%
g	\$8.38	0	\$0.37	4.25%
f	\$9.03	0	\$0.39	4.25%
e	\$9.89	1	\$0.42	4.25%
d	\$10.38	1	\$0.46	4.25%
c	\$10.99	2	\$0.48	4.25%
b	\$11.75	0	\$0.50	4.25%
a	\$12.35	1	\$0.54	4.25%
a1	\$13.17	2	\$0.57	4.25%
a2	\$14.04	0	\$0.60	4.25%
a3	\$14.84	3		

C3

Community Liason							
93/4	23.64	/hr					
94/5	24.66	/hr					
95/6	25.74	/hr					
96/7	26.84	/hr					
Instructional Assistants							
	93/4	INCRMT		94/5	95/6	96/7	INCRMT
M	10933	499	4.564	10933	10933	10933	499
L	11432	509	4.452	11432	11432	11432	509
K	11941	504	4.221	11941	11941	11941	513
J	12445	504	4.050	12445	12454	12454	529
I	12949	504	3.892	12949	12980	12984	548
H	13453	504	3.746	13453	13506	13532	548
G	13957	504	3.611	13957	14031	14080	548
F	14461	504	3.485	14461	14557	14628	548
E	14965	504	3.368	14965	15083	15176	548
D	15469	504	3.258	15469	15608	15724	548
C	15973	504	3.155	15973	16134	16272	548
B	16477	504	3.059	16477	16660	16820	548
A	16981	0	0.000	16981	17186	17368	0

D,

CASSETTA, TAYLOR AND WHALEN

300 MAPLE AVENUE
SOUTH PLAINFIELD, NEW JERSEY 07080

RAYMOND A. CASSETTA
BRUCE TAYLOR
GARRY M. WHALEN
FRED BARON
WILLIAM F. HYBRENETH JR.

Phone: (908) 561-7805
Fax: (908) 769-4399

May 3, 1995

Cheryl Cardinale, Negotiations Consultant
N.J.E.A. UniServ Office 5
Blason III Office Park, Bldg. 4
509 South Lenola Road
Moorestown, New Jersey 08057-1549

**Re: Burlington Township Board of Education
- and -
Burlington Township Education Association
1994-97 Contract Language**

Dear Ms. Cardinale:

Please be advised that I have reviewed the contract language items we discussed on April 24 with the administration and Board Negotiating Team. As I explained to you at that meeting, I could agree to language adjustments that did not change the agreements that had been reached, however, I did not have the authority to alter the agreement substantively.

What follows are the Board's positions with regard to the language items that the Association brought to the discussion. (NOTE: All changes refer to the April 24 "draft" that you provided to me)

Preamble - page 1

change date to July 1, 1994

Grievance Procedure - page 5

add "by the employee" to 4.c. as shown

May 3, 1995
To: C. Cardinale
Re: B.T.E.A. Contract Language

Page 2

Employee Work Year - page 9

the Board would like the following language in A.1

Ten month personnel - the in-school work year for teachers on a ten (10) month basis (other than new personnel who may be required to attend a minimum of* an additional one (1) day of orientation) shall be defined as follows:

- ▶ 183 full days - with a minimum of one (1) day as a full in-service. [in-service day hours shall be 8:00 a.m. to 3:00 p.m., with one (1) hour for lunch]
- ▶ one-half (½) in-service day [four (4) hours] attached prior to a weekend
- ▶ one-half (½) teacher day [three (3) hours] following the students' last day

In-service days cannot be used for student contact or emergency closings.

The Board of Education believes that the above language clearly outlines the intent of the parties.

Work Hours and Work Load - page 12

last two (2) sentences of three should read:

No IBS teacher will be assigned more than two (2) consecutive eighty (80) minute class blocks. Preparations shall be limited to three (3) in one semester and two (2) in the other semester.

- a. - as proposed by the Association is not acceptable
- b. - as proposed by the Association is not acceptable

Board suggested revision as a.:

Whenever possible IBS teachers shall not be scheduled for two (2) consecutive eighty (80) minute class blocks followed immediately by an advisory period. Should such a situation occur, additional staff will be assigned to the advisory.

* current contract language - omitted from original draft

May 3, 1995
To: C. Cardinale
Re: B.T.E.A. Contract Language

Page 3

13

Work Hours and Work Load - page 13

sentence one (1) should read:

IBS teachers in the high school shall not be assigned coverage of classes when a regular substitute is available, except in cases of emergency.

sentence two (2) as proposed by the Association is unacceptable

sentence five (5) as proposed by the Association is acceptable

Work Hours and Work Load - page 15

in section 14 change reference to 13.d. (4)

in 14.c, change to read:

Springside School detention may take place up to two (2) days per week with compensation as designated in Schedule F.

Salaries - page 18

enclosed herewith you will find a copy of a letter from the County Business Administrator corroborating the Board's earlier position with regard to these salaries.

The Board's ultimate desire in this area is to maintain all services for students, which can only be accomplished without increasing these stipends.

Tuition Reimbursement - page 28

in A.2. - change reference to VII.A.7

Insurance - page 30

Three (3) years, as proposed by the Association is not acceptable. The Board has always proposed four (4) and that was the agreement reached in mediation.

see changes in wording re: "dependent levels of coverage" in each of the subsections as proposed. (pages attached)

May 3, 1995
To: C. Cardinale
Re: B.T.E.A. Contract Language

Page 4

I have also attached several other pages which contain primarily typographical errors which need to be corrected.

After you have integrated this language into the agreement, the Board would appreciate a "last draft" of the total language portion of the contract to review, prior to signature and eventual printing.


If the above outlined contractual language does not resolve the outstanding issues with the Association, I have been instructed by the Board to contact Mr. Gwin to assert his jurisdiction and call a meeting of the parties to resolve these language matters.

Too, the Board needs to review the Association's proposed guides.

Please do not hesitate to call me with any questions or concerns.

Very truly yours,

CASSETTA, TAYLOR AND WHALEN, INC.


William F. Hybbeneth Jr.
Consultant to the Board

WPH:tng94-09
enclosures

c: Bd. Negt. Team
J. Fritz
M. Gersie

FAXED
5-3-95

IBS Scheduling Issues

- 1] if assigned to cover a class on an emergency basis, the following will apply:
 - will be assigned from the available individuals on a rotating basis
 - will not be assigned to cover for more than 40 minutes of a an 80 minute block
 - will receive pay (if pulled from a prep period) pursuant to the contractual agreement

- 2] if an individual has three (3) different core academic preparations in a semester, he/she shall not be assigned an advisory period during that semester

Secretary Arbitration Issue

Resolved per the language attached.

*This is to be incorporated in Article VII
Work Hours and Work Load on p D, 18.*

July 11, 1995

Article VIII:A.3

3. The Superintendent shall have the discretion: (a) to place a new employee on any step he/she selects, provided the new certified employee is not placed on a step higher than that equal to the step of a present employee with equal experience; and, (b) a new non-certified employee shall not be given credit for prior experience which would result in the newly hired employee being placed on a step that exceeds the step on the salary guide held by the current non-certified employee, in the same category, with the most amount of experience. Credit for experience shall not be given which would exceed the experience actually held by the newly hired employee. Additional credit, not to exceed four years for military service or alternative civilian experience required by the Selective Service System, and credit not to exceed three years for service in the Peace Corps, Vista, or National Teacher Corps work shall be granted.