

2009-2012 AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

AND

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY
ADMINISTRATIVE ASSOCIATION

ARTICLE I MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Burlington County Institute of Technology Administrative Association, hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, employed, or to be employed by the Burlington County Institute of Technology Board of Education, hereinafter known as "the Board," including only: Principals, Assistant Principals, and Supervisors. Note: Administrative positions funded through grants are not covered by this Agreement, and are considered non-aligned positions.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:
Employee- When used hereinafter in this Agreement, this term shall refer to all professional employees represented by the Association in the negotiating unit as above named in Article I, section A and references to gender shall include all employees (i.e. his/her, he/she).

ARTICLE II NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

C. Maintaining Current Benefits

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

D. Modification - Understanding of Parties

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

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

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

C. Procedure

1. Filing a Grievance

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

2. Failure to Communicate a Decision

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

3. Informal Attempt to Resolve a Complaint

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

4. Adjustment To Time Limit

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

5. Level One—Immediate Supervisor

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

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

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

6. Level Two—Superintendent of Schools

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

7. Level Three—Board of Education

If the grievance is not resolved to the grievor's satisfaction, he/she, no later than seven (7) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The

Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievor and render a decision in writing within thirty-five (35) work days of receipt of the grievance by the Board.

8. Right to Representation

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

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

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

9. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. Meetings and Hearings

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

ARTICLE IV EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of

employment by reason of his/her membership in the Association; his/her participation in any activities of the Association; collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment.

B. Statutory Savings Clause

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

C. Required Meetings or Hearings

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

The Association shall have the right to be present to protect the interests of the organization as the bargaining representative exclusively recognized.

D. Criticism of Supervisory Employees

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

E. Complaint Procedure

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

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time and with advanced notice of two (2) working days information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, all allocations, agenda and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process

any grievance or complaint.

B. Use of School Building

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

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment for Association business, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incidental to such use.

The Association shall have the right to use the inter-school mail facilities, district email, school facilities and school mail boxes for Association business as it deems necessary for all postal services which do not require United State postage. Email use shall be in accordance with the district email use policy.

ARTICLE VI ASSOCIATION-ADMINISTRATION LIAISON

A. Organization

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

B. Meetings with the Superintendent

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

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

ARTICLE VII EVALUATION

A. Right to Full Knowledge

The Board of Education and Superintendent subscribe to the principal that an employee has the

right to full knowledge regarding the judgment of his/her supervisor respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. Evaluation of Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. If not signed by the employee, said evaluation will become part of the employee's personnel file within one (1) working day. Each employee shall receive a copy of each written evaluation.

2. Right of Employee to Respond

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

3. Notice of Contract Renewal

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

4. Review of Personnel File

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

5. Material Placed in Personnel File

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

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

ARTICLE VIII LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to (ten (10) for ten-month employees/twelve (12) for twelve-month employees) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement

An employee who retires between July 1, 2009, and June 30, 2012, shall be compensated for unused sick leave at a rate of fifty percent (50%) of the daily rate during the last year of service, times the days unused to a maximum of \$20,000.00. Should the employee die prior to the full compensation being paid, his or her estate shall receive the balance of the compensation. To be eligible, an employee must have a minimum of ten (10) years of service in the district and be retiring from the TPAF.

3. Voluntary Termination

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

4. Extended Illness

Per Statute.

B. Temporary Leaves of Absence

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

1. Death in Family

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

2. Funerals

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

employee.

3. Personal

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

4. Death of a Close Friend

Death of a close friend shall entitle an employee to one (1) day per school calendar year (July 1 to June 30).

5. Jury Duty

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

6. Legal

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

C. Extended Leaves or Absence

1. Maternity

a. Childbirth and Child Rearing

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

- (1) Any employee granted maternity leave shall at her request be restored to a similar position, and/or assignment vacated at the commencement of said leave whenever possible.
- (2) No employee shall be prevented from returning to work after childbirth solely on the grounds that there has not been a specified time lapse between childbirth and the desired date of return. A physical examination maybe required.
- (3) The Board shall permit an employee to continue her duties during pregnancy provided the employee can produce a certificate from her physician stating

that she is medically able to continue her duties.

(4) Any employee granted child rearing leave without pay according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay for the same.

(5) Notification of intention to return shall be made 60 days prior to the actual return. The Board may extend said leave to a maximum of three full years. The employee may return on any date mutually agreed upon by the employee and the Superintendent within the three year period.

b. Adoption

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

c. Paternal Leave

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

2. Good Cause

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

3. Return from Leave

a. Benefits

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

4. Extensions and Renewals

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

ARTICLE IX SABBATICAL LEAVE

A. To be eligible for a sabbatical leave, an employee must have seven (7) years of teaching and/or

administrative service in the school district.

1. Fifty percent (50%) pay for sabbatical leave on the condition that the employee does not receive more than current salary from activities which will be related to the sabbatical salary.
2. Any employee granted sabbatical leave shall be eligible to receive his/her salary increment as if the employee had been in the Board's active employ during the time of such leave.
3. Any employee granted sabbatical leave shall be eligible to receive service Seniority increment as prescribed in N.J.A.C. 6:3-1.10(b).

- B. Leave must be for study, related travel or work experience in the educational field.
- C. Employee must return to the school district for two (2) years following sabbatical or be responsible for returning sabbatical pay on a prorated basis.
- D. Applications are to be submitted no later than January 1st.
- E. All applications must be approved by the Superintendent and the Board.

ARTICLE X VACATION

A. Time Allotted

All twelve (12) month employees covered by this agreement shall be entitled to twenty-two (22) vacation days annually. Employees may carry over vacation days to September 30th of the subsequent contractual year. Between October 1st and June 30th of any calendar year an employee may not have more than forty-four (44) vacation days. Therefore, if an employee has more than forty-four (44) days as of July 1st, the excess vacation days must be used by September 30th of the new school year. Failure to use carry-over days in excess of the forty-four (44) days allowed by October 1st of the subsequent year, will result in their loss. The Superintendent retains the right to alter vacation schedules if he/she determines that the absence of the employee would cause an undue burden to other staff members and/or jeopardize the safe and efficient operation of the district. The Board shall pay a maximum of forty-four (44) vacation days upon retirement. Vacation days are paid at the administrator's per diem rate (1/240th of the administrator's contractual salary).

B. Legal Holidays

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

Separation from Service

A member who dies before his/her contract period is completed shall have payment for his/her vacation days given to his/her estate.

A member who resigns or retires during the contract year shall receive cash payment for his/her vacation days at his/her per diem for unused vacation days.

ARTICLE XI VACANCIES

A. Notice

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

B. Timing for Decisions

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

ARTICLE XII SCHOOL CALENDAR

A. Input to the School Calendar

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

ARTICLE XIII TRANSFER OF PERSONNEL

A. Involuntary Transfer of Personnel

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

1. Any employee who is to be transferred to a position in a category in which he/she has not served previously, e.g., high school principal to adult education principal, shall be given a minimum of sixty (60) calendar days notice.

B. Request for Voluntary Transfers

A request may be granted if:

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

C. Procedure for Processing Transfer Requests

To process for transfer requests is as follows:

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

ARTICLE XIV PROFESSIONAL DEVELOPMENT

A: Professional Dues

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

B: Reimbursement of Tuition, Fees, and Books

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

<u>Grade</u>	<u>Tuition Reimbursement</u>
A/Pass	100%
B	80%
No reimbursement for a grade of C or below.	

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

2. If an employee believes that it is in the best interest of the school district to attend an activity that will aid his/her professional development in his/her field, it is the responsibility

of the member to notify the Superintendent of his/her wishes. The Superintendent will notify the Board of his request with his/her recommendation, at the earliest convenient time, but if possible no later than the next Board meeting. The Board will evaluate the request to make a decision as to whether or not the member may attend. The Board's decision shall be final on all requests.

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

ARTICLE XV INSURANCE PROTECTION

A. Health Benefits

The Board will provide a health care plan in accordance with Attachment A.

B. Prescription

The Board will provide a prescription plan in accordance with Attachment A.

C. Dental

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

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

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

Maximum Payment for Orthodontic Services* is \$1,000 per child/lifetime.
(* for eligible dependent children only)

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

D. Vision

The Board shall provide at no cost to the employee a vision care plan similar to the Vision Service Plan "C" with no deductible.

E. Section 125

Employees may opt out of the coverages with the resulting savings of premium dollars to be shared 50/50 between the Board and the employee. A section 125 plan shall be implemented in conjunction with this. See Attachment D.

F. Hours Needed for Benefits

An employee must regularly work at least 20 hours per week to be eligible for the above benefits.

G. Extended Illness

In cases of extended illness after sick days are exhausted, the Board shall continue providing the medical benefits as described in "A" above for a period not to exceed ten (10) months.

H. Worker's Compensation

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

I. Employee Assistance Program

The Board shall provide an Employee Assistance Program.

ARTICLE XVI PROTECTION OF EMPLOYEE AND PROPERTY

A. Unsafe and Hazardous Conditions

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

B. Procedures for Emergency Conditions

The Board of Education, in conjunction with the Association, shall establish written policies and procedures for handling emergency situations.

In the event an emergency situation arises that is not covered by the written policy and immediate action is required, the building principal shall have the authority to make whatever decision he/she deems necessary for the safety and welfare of the students. The Superintendent shall be informed of the emergency situation at the earliest possible opportunity.

The Board of Education shall make every effort that necessary protection is provided to employees who are required to cross the picket lines.

C. Assault

1. Legal Assistance

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

2. Leave

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

3. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XIV SALARIES

A. Salaries

The salaries of all employees covered by this agreement are set forth in the attached Salary Schedules and made a part hereof. Salary increase for the three year contract (2009-2012) will be 11.25% (2009-2010 at 3.75%, 2010-2011 at 3.75%, and 2011-2012 at 3.75%). The Board shall issue pay checks in accordance with the district's regular pay schedule. When a payday falls on a holiday, or vacation, employees shall receive their paychecks on the last previous working day.

B. Credit Union

Employees may participate in the Credit Union by direct deposit.

C. Service Credit

Any twelve (12) month employee employed before January 1st during the term of this contract shall be given full credit for the year. If employed on or after January 1st, the employee shall not receive credit for the year's service.

D. Separate Checks

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

SCHEDULE A
ADMINISTRATIVE SALARY GUIDE

RANK 1

	2009-10	2010-11	2011-12
Step 1	118,900	123,250	128,300
Step 2	120,900	125,150	130,100
Step 3	122,900	127,050	131,900
Step 4	124,900	128,950	133,700
Step 5	126,900	130,850	135,500
Step 6	128,650	132,750	137,300
Step 7	131,500	134,040	139,100
X	133,850	138,490	X1 140,240 X2 142,765

RANK 2

	2009-10	2010-11	2011-12
Step 1	106,800	110,165	114,000
Step 2	108,300	111,665	115,500
Step 3	109,775	113,165	117,000
Step 4	111,300	114,665	118,500
Step 5	113,450	116,165	119,340
Step 6	114,750	118,550	121,290
Step 7	118,350	119,740	123,550
X	131,334	135,274	X1 125,040 X2 139,332

RANK 3

	2009-10	2010-11	2011-2012
Step 1	100,700	104,725	108,900
Step 2	102,700	106,725	110,900
Step 3	104,700	108,725	112,900
Step 4	106,700	110,725	114,900
Step 5	108,700	112,725	116,600
Step 6	110,700	114,725	118,600
Step 7	113,300	116,725	120,000

Employees whose salaries are identified as Step "X", "X1", and "X2" in the 2009-2012 salary guide shall be considered off guide. Salaries for those individuals shall be subject to negotiations during the next contract.

See Attachment C for current administrative staff salary summary.

F. Employee Category

The category of each employee shall be determined by the Superintendent, under the direction of the Board.

RANKS BY TITLE

Rank 1 Principals

Rank 2 Assistant Principals
Supervisors

Rank 3 Administrative Position Not Identified in Rank 1 or Rank 2

ARTICLE XVIII MISCELLANEOUS PROVISIONS

A. Selection of Personnel

The Building Principal shall recommend the appointment of all professional and nonprofessional personnel to his/her building.

B. Protection Against Infringement Upon Contract

The Board of Education shall share with the Building Principals proposals from other bargaining units with the purpose of seeking information pertaining to the proposals. Proposals deemed by the Building Principals to interfere with the efficient operation of the educational management of the district will be considered by the Board during the negotiations process.

C. Participation in Policy Making

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

D. Use of Automobile

1. Certificate of insurance shall be required for those employees of this contract at the start of each school year to be filed in the Superintendent's Office. If an employee can show through insurance company documentation that the use of his/her personal automobile for school business has increased his/her automobile insurance costs, the Board shall reimburse the employee the increased cost.
2. All members of the association who may be required to use their own automobile in the performance of their duties shall be reimbursed at the Office of Management and Budget (OMB) circular rate of reimbursement per mile.

E. Involuntary Reduction of Personnel

There shall be no reduction in staff, except for good cause (19A:28.9). in the event of reduction in staff, every attempt will be made to place this person(s) in a professional position with the district. No person outside of the district shall be employed in a position for which an individual who is affected by a reduction in staff is certified.

F. Work Year

The Work Year shall be calculated as follows:

- 365 Days
- Less 104 (weekend days)
- Less 2 (July 4th and Labor Day)
- Less 22 (vacation days)

- Less X days of scheduled school closings according to the school calendar
- _____ Total Work Days

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

The superintendent reserves the right to offer, as an option, a condensed workweek during summer. Participation in this program is optional and at the sole discretion of the administrative employee.

G. Notice

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

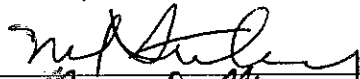
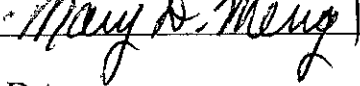
1. If by Association, to Board at:
BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY
PRESIDENT, BOARD OF EDUCATION
695 Woodlane Road
Westampton, NJ 08060
2. If by the Board, to Association at:
BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY
ADMINISTRATIVE ASSOCIATION PRESIDENT
695 Woodlane Road or 10 Hawkins Road
Westampton, NJ 08060 Medford, NJ 08055

ARTICLE XIX LEGALITY OF AGREEMENT

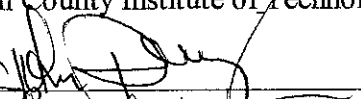
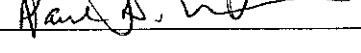
In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by the respective secretaries.

By Burlington County Institute of Technology Administrative Association

By  President
By  Secretary
Date

By Burlington County Institute of Technology Board of Education

By  President
By  Secretary
Date

Attachment A

The Burlington County Institute of Technology and the Burlington County Institute of Technology Administrative Association have reached agreement to amend selected portions of Article XV of the 2005-2009 Agreement.

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

Attachment B

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

BUY BACK OF MEDICAL & PRESCRIPTION BENEFITS

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

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

