

AGREEMENT

BETWEEN THE

SALEM COUNTY SPECIAL
SERVICES SCHOOL
EMPLOYEES ASSOCIATION

AND THE

SALEM COUNTY SPECIAL SERVICES
SCHOOL DISTRICT
BOARD OF EDUCATION

JULY 1, 2004 – JUNE 30, 2007



ARTICLE	PAGE
PREAMBLE	1
Article 1 Recognition	1
Article 2 Negotiations of a Successor Agreement	2
Article 3 Grievance Procedure	3
Article 4 Rights of Employees	7
Article 5 Rights of the Board of Education	9
Article 6 Association Rights and Privileges	10
Article 7 Secretarial and Custodial Working Conditions	11
Article 8 Instructional Staff Working Conditions	14
Article 9 Employment	16
Article 10 Salaries	17
Article 11 Instructional Staff Assignment	19
Article 12 Voluntary Transfers and Re-assignments	20
Article 13 Involuntary Transfer and Re-assignments	21
Article 14 Job Postings and Promotions	22
Article 15 Evaluation	24
Article 16 Facilities	25
Article 17 Sick Leave	26

<u>ARTICLE</u>	<u>PAGE</u>
Article 18 Temporary Leaves of Absence	27
Article 19 Extended Leaves of Absence	29
Article 20 Employee Incentive Program	31
Article 21 Insurance Protection	35
Article 22 Deduction From Salary	38
Article 23 Professional Development Committee	40
Article 24 Miscellaneous Provisions	41
Article 25 Duration of Agreement	42
Schedule A Extra Payments/Extra Curricular	43
Schedule B Teachers Salaries 2004/2005	xx
Schedule B Teachers Salaries 2005/2006	xx
Schedule B Teachers Salaries 2006/2007	xx
Schedule C Secretarial Salaries	xx
Schedule D Instructional Assistants Salaries	xx
Schedule E Custodial/Maintenance Salaries	xx

PREAMBLE

This Agreement, entered into this first day of July 1, 2004, between the Salem County Special Services School District Board of Education, hereinafter called the Board, and the Salem County Special Services School Employees Association, hereinafter called the Association, wherein it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative concerning the terms and conditions of employment for the following employees under contract or on leave granted by the Board of Education:

1. All Certified Personnel
2. Secretaries and Clerks
3. Instructional Assistants
4. Custodial Personnel
5. Transportation Personnel
6. Student Behavior Modification Associate

Excluded are:

1. Certified Administrators
2. Secretary to the Chief School Administrator (C.S.A.)
3. Secretary to the School Business Administrator (S.B.A.)
4. Confidential Business Office Assistant
5. Temporary/Substitute Employees

- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as defined above.

ARTICLE 2**NEGOTIATIONS OF A SUCCESSOR AGREEMENT**

- A. All negotiations shall be as provided in accordance with the provisions of Chapter 123 of the Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the conditions of employment.
- B. This Agreement incorporates the entire understanding of the parties on all matters, which were, or could have been, the subject of negotiation. 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 parties at the time they negotiated or executed this Agreement.
- C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it must subsequently be ratified by the Board in order for any such Agreement to be binding upon the Board. Any such ratified Agreement shall be reduced to writing, be signed by the Board and the Association and be adopted.
- D. 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 3

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee, or a representative of employees, based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting them.
2. A grievant is a person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated by the grievant thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence and be signed when first submitted in writing.
4. No grievance claiming a violation of past practice may be filed or processed if such claim involves any practice existing prior to July 1, 1995.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance is not processed within proper time limits by the grievant, the grievance is automatically denied and dropped.
2.
 - a. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. Level One

Any employee who has a grievance shall discuss it informally first with his/her immediate supervisor, or with the Superintendent if no other supervisor has been identified, in an attempt to resolve the matter informally at that level. However, a class-action grievance affecting employees at more than one (1) job site or in more than one (1) job classification may be initiated by the Association at the Superintendent level.

4. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within fourteen (14) calendar days, he/she shall set forth his/her grievance in writing to the immediate supervisor, or the Superintendent as noted above, specifying:

- a. The nature of the grievance including the date it occurred;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The action, provision, Board policy, or administrative decision being grieved;
- d. The results of previous discussions (if any);
- e. Dissatisfaction with decisions previously rendered.

The immediate Supervisor, or Superintendent, shall communicate his/her decision to the employee in writing within fourteen (14) calendar days of receipt of the written grievance.

5. Level Three

The grievant, no later than fourteen (14) calendar days after the receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools, or to Level Four if the Superintendent was the recipient of level 2. The appeal to the Superintendent must be made in writing reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his/her decision in writing to the grievant and the Principal or immediate Supervisor.

6. Level Four

- a. If the grievant is not satisfied with the resolution of the grievance at Level Three, then the grievance shall be submitted to the Board within fourteen (14) calendar days of receipt of the decision of the Superintendent and the Board shall render a decision in writing within thirty (30) calendar days after the submission of the grievance to Level Four.
- b. The Association can request an appearance before the Board. The Board will decide if an appearance is appropriate on a case-by-case basis. The appearance shall be limited to thirty (30) minutes. When an appearance occurs, the Board shall render a decision in writing within thirty (30) calendar days of the appearance.

7. Level Five

If the grievant is not satisfied with the decision of the Board, or if no decision has been rendered by the Board within thirty (30) calendar days, the aggrieved person or the Association shall advise the Board in writing of its intent to arbitrate. Such notice shall be sent within fourteen (14) calendar days of receipt of the Board's decision or within fourteen (14) calendar days of the passage of thirty (30) calendar days without a response by the Board.

- a. A request will be made by either party to the New Jersey Public Employment Relations Commissions (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the New Jersey PERC to submit a second roster of names.
- c. If the parties are unable to determine, within fourteen (14) calendar days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the New Jersey PERC may be requested by either party to designate an arbitrator.

- d. The arbitrator so selected shall confer with the representatives of the Board and the Executive Committee and shall hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the close of the hearings. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, remedy and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, only in matters specified within the four corners of this contract or where required by law, and advisory in all other cases.
- e. The costs 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 and the Association, unless an individual proceeds to arbitration without the Association's consent in which case the individual shall bear the Association's cost. Any other expenses incurred shall be paid by the party incurring the same.

C. Rights to Representation

Any grievant may be represented at all formal stages of the grievance procedure by him/herself, or at his/her 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 at all levels of the grievance procedure and to state its views at any level of the grievance procedure.

D. Miscellaneous

1. All decisions above Level One shall be in writing. The complete file of decisions and appeals shall be transmitted to the next level.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the office of the Superintendent of Schools.
3. Forms for filing grievances, serving notices, taking 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 procedures.
4. All meetings and/or 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.

ARTICLE 4

RIGHTS OF EMPLOYEES

- A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or any applicable laws or regulations.
- D. Whenever any employee is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position, employment, salary, or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- E. If an employee is required to be in attendance at a disciplinary hearing or investigatory interview, then such employee shall be entitled to representation in accordance with the tenets of the Weingarten Doctrine.
- F. If a non-tenured employee is discharged or not re-employed by the Board, he/she shall be granted written reasons upon request and a hearing before the Board in exactly the same manner as provided non-tenured teachers in New Jersey Statutes Annotated (N.J.S.A.) 18A: 27-3.2 and New Jersey Administrative Code (N.J.A.C.) 6.3-1.2.
- G. Upon initial employment and at the beginning of each school year not later than September 30, each employee shall receive a copy of his/her job description and the Board's policy and procedure for staff evaluation.
- H. No material shall be placed in an employee's personnel file unless the employee has had the opportunity to review said material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy of the material placed in the file. Said signature in no way indicates agreement with the contents thereof. If the employee refuses to affix his/her signature to the copy of the material placed in the file, the material shall be placed in the file with the notation that the employee has refused to sign it.

The employee shall also be afforded the right to submit a written disclaimer and to have said disclaimer attached to the file copy of the material. Upon request, a unit member shall have the right to review the contents of his/her file at a time mutually convenient to the employee and the Superintendent or his designee, and to receive copies of any documents contained therein. Such copies shall be made at the expense of the Board. A unit member shall have the right to have an Association Representative present during such review. A unit member may request that obsolete or otherwise inappropriate material be expunged from the file, but such request need not be granted by the Board.

- I. Any employees who have criminal proceedings and/or civil action instituted against them arising from work related duties will have legal representation and indemnification paid for by the Board to the level that is statutorily required by N.J.S.A. 18A: 16-6.1, and 18A: 16-6.

ARTICLE 5**RIGHTS OF THE BOARD OF EDUCATION**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the School District.
2. To hire, promote, transfer, assign, and retain employees in positions in the School District, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees.
3. To relieve employees from duty because of lack of unit work, or for other legitimate reasons.
4. To maintain the efficiency of the School District operations entrusted to them.
5. To determine the means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the missions of the School District in situations of emergency.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall make available to the Association any information in the public domain regarding financial data. The Board will also make available information, which may be necessary for the Association to process any grievance.
- B. Whenever any representative of the Association or any employee is scheduled by the Board to participate during work hours in negotiations or grievance processing he/she shall suffer no loss in pay or leave time.
- C. The Association and its representatives shall have the privilege of using the District buildings at reasonable hours for meetings with permission of the Superintendent or his/her designee. Where possible, at no expense to the Board, other sites used by employees will be made similarly available. If anyone other than Association members and/or representatives is involved, the Association may be required to show proof of liability insurance and provide appropriate security.
- D. The Association shall have reasonable space on all existing bulletin Boards in areas used exclusively by employees in District buildings and where possible in other work sites.
- E. Instructional staff members of the Association's Executive Committee may be permitted to leave their buildings to conduct Association business during their non-assigned, non-contract periods and during the time that employees are required to stay in school following dismissal of the students provided there is no disruption of instruction or supervision of pupils. This permission would not apply when staff meetings or conferences are scheduled.
- F. The Association will submit to the Superintendent prior to December 1st of each year its recommendations with respect to the school calendar for the ensuing year.
- G. The Association shall have the right to reasonable use of the inter-school mail facility and mailboxes under the control of the District and the Board will attempt to obtain similar privileges in all buildings where employees may be assigned. Other than routine announcements, the permission of the Chief School Administrator will be required unless all materials are in sealed envelopes.
- H. The Association shall have the right to reasonable use of data processing, typewriting, duplication, communications and audio-visual equipment subject to paying for any incurred costs.

ARTICLE 7

SECRETARIAL AND CUSTODIAL WORKING CONDITIONS

A. Work Year

1. The work year of twelve (12) month secretarial and custodial employees shall commence July 1 and end June 30, and include all weekdays, except for vacation, holidays and leaves.
2. The work year of ten (10) month secretarial and custodial employees shall commence September 1, and end June 30, and include all weekdays except for holidays on the school calendar.
3. Secretaries shall be permitted to attend up to two (2) days at the NJEA convention without reduction of pay.

B. Holidays

Holidays under this Article shall be the days said holidays are celebrated, not necessarily the exact calendar days indicated.

1. New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday and Washington's Birthday, Easter vacation shall be two (2) work days contiguous to the Easter holiday weekend, i.e.: Thursday and Friday, Friday and Monday, Monday and Tuesday; Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Day, and New Years Eve Day.
2. If a scheduled holiday is not given on the named day, compensatory time will be given within sixty (60) working days.
3. For twelve (12) month employees the working day before and the working day after Christmas will be granted as a holiday. If the days are school days requiring such employees to be present, then an additional day will be granted after Christmas as a holiday.

C. Vacation Twelve (12) Month Secretarial and Custodial Employees

1. Vacation scheduled for twelve (12) month personnel:

Year 12 weeks to be earned at the rate of .83 days for each month worked.

Years 2 through 52 weeks

Years 6 through 153 weeks

Years 16 on4 weeks

2. Vacations shall be scheduled by the Administration and may not be accumulated or carried over to future years without the express approval of the Superintendent or his designee, but in no case shall more than five (5) days per year be carried over.
3. No more than one (1) custodian and/or more than one (1) secretary may be on vacation at any time except with approval of the Superintendent. All vacations must be scheduled with approval and must not conflict with the needs of the School District. Vacations will be scheduled first come first served based upon seniority. Vacations can be cancelled and rescheduled with five (5) working days notice.
4. Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.
5. All vacations shall be with regular pay. If an employee will be on vacation on payday, the employee shall be paid two (2) workdays in advance for the vacation period, provided that twenty (20) days notice is given to the Superintendent of Schools.
6. If an employee resigns, earned vacation shall be paid according to the proportion of full months worked to the total contract year unless thirty (30) days notice has not been given, in which case the employee shall be considered to have waived all rights to payment for earned current year's vacation time.
7. Nothing herein prevents vacation during the school year subject to the operational needs of the District and written permission of the Superintendent.

D. Tenure

All employees will be granted tenure in accordance with statute where applicable.

E. Call-Back Time

Each employee who is called back to work other than during his/her normal work schedule shall be guaranteed a minimum of two (2) hours of pay.

F. Breaks

Each custodian and secretary shall be permitted a fifteen (15) minute break during the first half of a full workday and another fifteen (15) minutes during the last half of a full workday.

G. Overtime for Custodians, Secretaries and Maintenance Employees

Pay shall be at one and one-half (1.5) of the hourly rate for work performed above forty (40) hours per week. Nothing herein precludes mutually agreed upon substitution of compensatory time for such overtime. Overtime rate for a seventh (7th) day of work, i.e.; above forty-eight (48) hours in a week shall be compensated at double time. The workweek shall be Monday through Sunday for computation of overtime. If an employee is scheduled Monday through Friday, then Sunday shall be considered as the seventh (7th) day.

H Workday

1. The regular workday for custodians and secretaries shall be eight (8) hours inclusive of a lunch period which shall be sixty (60) minutes; work days less than eight (8) hours per day will be paid pro-rata of the appropriate step on the salary guide.
2. Nothing herein shall prevent the Association and Board from mutually agreeing to altered hours of work for employees during recesses and summer months or portions thereof.

ARTICLE 8**INSTRUCTIONAL STAFF WORKING CONDITIONS****A. Work Year**

1. The in-school work year of certified personnel and instructional assistants employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days. New personnel may be required to attend an additional one (1) day of orientation. The in-school year shall include days when pupils are in attendance, orientation days and any other days on which certified personnel attendance is required. Attendance at the NJEA convention shall count toward the required number of days if attendance at work is required by the Board.
2. Time in excess of that provided in paragraph 1 above shall be compensated at the rate of \$35 per hour for certified personnel and \$15 per hour for instructional assistants if attendance is mandated by the Board. This compensation shall be calculated to the quarter-hour after the time worked.

B. Work Day

1. The scheduled in-school workday for teachers and instructional assistants shall be a maximum of seven (7) hours with a maximum pupil contact time of five and one-half (5.5) hours. Time in excess of the amount stated in this paragraph shall be compensated at the rate set forth in Article 8, Paragraph A-2 hereof.
2. For the purpose of half-day leave a half-day shall consist of three and one-half (3 ½) hours.
3. All instructional staff will have a thirty (30) minute duty free lunch period per day except as otherwise provided by Administrative Code, NJAC 6.3-3.2.
4. The arrival and departure times for all teachers and instructional assistants shall be designated in accordance with the workday limits expressed herein.
5. On Fridays or on the days preceding holidays, vacations, or teachers' convention the teachers' day shall end ten (10) minutes after the close of the pupils' day. "Pupils' school day" shall refer to the pupils' day at the employee's work site. Nothing herein shall relieve the employees from their responsibility to supervise District students in their charge.

5. Any teacher or instructional assistant who is required by his/her Principal or a District Administrator to work beyond said work day shall be compensated at the rate per hour provided for in A-2 above for all time involved.
6. In accordance with established schedules, an employee may leave the building during his/her scheduled duty-free lunch period provided that he or she signs in and signs out.

C Staff Meetings

1. Teachers and instructional assistants may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending regular District wide staff meetings one (1) day each month. These meetings shall begin 3:15 p.m. and shall last for no more than sixty (60) minutes. In case of emergency, additional meetings may be called.
2. Teachers and instructional assistants may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending regular building level staff meetings one (1) day each month. These meetings shall begin no later than fifteen (15) minutes after student dismissal and last no longer than sixty (60) minutes.
3. Staff meetings which take place after the regular in-school workday and require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school, except in case of emergency.
4. An Association Representative may speak to the staff at any meeting referred to in paragraph one (1) above for at least ten (10) minutes at the request of the representative. Such time shall be in excess of time provided in paragraph 1 above.
5. The notice of meetings shall be given at least one (1) week in advance and the agenda for any staff meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Staff shall have the opportunity to suggest items for the agenda.

D. Extra-Curricular Activities

Staff participation in extra-curricular activities, which extend beyond the regular instructional program, shall be compensated according to the rate of pay and/or released time as provided for in Schedule B.

ARTICLE 9

EMPLOYMENT

- A. Each employee shall be placed on his/her proper step of the salary schedule except that the initial placement of employees on the salary guide shall reside with the Board.
- B. Non-tenured employees shall be notified of their contract and salary status for the ensuing year not later than May 15th, provided an Agreement has been reached for the following school year. All employees shall be notified for their assignments for the following year no later than seven (7) calendar days after the first Board meeting in June.
- C. Previously accumulated unused sick leave days shall be restored to all returning employees.
- D. Layoff Procedures for Non-tenured Employees
1. In the event that a reduction in force is made necessary and the Board determines that performance and other relevant factors are equal, the principle of seniority within specific job categories shall apply, and such reductions shall begin with those employees with the least service in the specific job classification.
 2. If a job opens in the employee's category within the same academic year, then a previously bumped employee has first priority and may elect to return to the employee category. The employee must choose to return or not return when the opportunity is offered.
 3. Any seniority and benefits to which an employee is entitled shall be frozen while on layoff until he/she returns.
 4. If an employee is on layoff from the District, recall rights based on seniority shall continue until the last day of the school year in which the layoff occurred but in no case less than ninety (90) calendar days from the last date worked. Upon notification, the laid-off employee must return within twenty (20) workdays of notification.
 5. Previously accumulated unused sick leave days shall be restored to all employees who return within one year of the date of their termination of employment.

ARTICLE 10

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in schedules which are attached hereto and made a part hereof.
- B. 1. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments. Ten (10) month employees, shall be paid in twenty (20) equal semi-monthly installments the 15th and 30th of each month. Checks will be available at employees' work sites not later than 11:00 am.
2. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- C. Ten (10) month employees shall receive their final checks no later than the end of the last working day of June, provided they have complied with their closing duties, except where time sheets are involved.
- D. Payment to employees for extra-curricular Schedule B positions shall be made by payment of one-half of the appropriate stipend at mid-term of the activity and the balance at the end of the activity but not later than (30) days after submission of the appropriate voucher.
- E. All salaries shall be pro-rated if the employee is hired for less than a full contract year or, in the case of extra-curricular and coaches salaries, for less than a full season.
- F. The Board will reimburse employees any portion of the deductible amount of the automobile comprehensive portion of their insurance which they actually pay within thirty (30) days of submission of proper documentation when damage was incurred while on school business.
- G. Ten month employees must have been employed six (6) months in a contract year to progress to the next vertical step of the salary guide; twelve (12) month employees' progress will require seven (7) months employment during a contract year.
- H. If a secretarial or custodial employee is hired for less than twelve (12) months, he/she shall receive pro-rata placement on the appropriate salary guide, i.e.; a ten (10) month secretary would receive ten twelfths (10/12) of the salary indicated.

- I. Beginning September 1, 2004, in the event that no substitute teacher can be found the non-certified staff member who is assigned to be responsible for a classroom will receive an additional stipend of \$20.00 per day provided that the non-certified staff member holds a valid county substitute certificate or a teaching certificate. Any non-certified staff member assuming the responsibility for a classroom for longer than ten (10) days will receive \$30.00 per day for every day starting with day 11.
- J. All employees will be given the option of receiving their paychecks through direct deposit into the employee's personal bank account by the date that checks are distributed to all other employees. In the event that the employee desires direct deposit, the employee shall complete and file such written forms as the Business Administrator shall reasonably require.
- K. Whenever the pay of an employee is to be reduced because of action by the District, notice of said reduction will be provided to the employee as soon as possible by the District. This notification shall include the reason for the proposed reduction.

ARTICLE 11**INSTRUCTIONAL STAFF ASSIGNMENT**

- A. Any change of instructional assignments shall be made in writing not later than seven (7) days after the first meeting of the Board in June, except in case of emergency.
- B. The Superintendent shall give notice of assignment to new instructional staff as soon as possible.
- C. In the event that changes in schedule, class and/or subject assignments, building assignments or room assignments are proposed after June 1st, any employee affected shall be notified in writing.

ARTICLE 12**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

An employee who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent. Such determination resides solely with the Board.

ARTICLE 13**INVOLUNTARY TRANSFER AND REASSIGNMENT**

- A. Notice of an involuntary transfer or reassignment shall be given to an employee as soon as practical.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Chief School Administrator, or appropriate administrator, at which time the employee shall be notified of the reason thereof. The employee may, at his/her option, have an Association Representative present at such meeting.
- C. A list of open positions in the School District shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- D. Requests for transfer shall be considered by the Chief School Administrator prior to final determination. An employee being involuntarily transferred or reassigned shall be placed only in a position which does not involve reduction in total compensation.
- E. The Board reserves the sole right to determine assignment of unit members.

ARTICLE 14

JOB POSTINGS AND PROMOTIONS

- A. All job openings including promotional opportunities will be posted according to the following procedures:
1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for a period of one year for future vacancies unless the office is notified in writing by an applicant that the application is withdrawn.
 2. Employees who desire to apply for any position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such personnel of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practical, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted and in no event less than (7) calendar days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the Association.
- B. In both situations set forth in Section A. above, all positions so posted will have a job description attached thereto.
- C. All qualified employees shall be given adequate opportunities to make application for positions and no positions shall be finally filled until all properly submitted applications have been considered. The Board agrees to give due weight to the background and attainments of all applicants and other relevant factors.

- D. Promotional positions shall include, but not be limited to, positions which provide a higher rate of pay, or positions which pay a stipend in addition to base salary, or positions on the administrative-supervisory level of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government, shall be adequately publicized by the Superintendent in accordance with the above procedure.

ARTICLE 15**EVALUATION**

- A. All teachers will be observed by building administrators at reasonable intervals as follows:
1. Non-tenured teachers – minimum of three (3) times per year.
 2. Teachers under tenure – minimum of one (1) time per year.
 3. All non-certified staff shall be subject to at least one (1) observation/evaluation annually.
- B. If the District fails to evaluate any employee, the employee shall be deemed to have received a satisfactory evaluation.
1. Every observation shall be reported in writing to the employee observed.
 2. The written observation report shall be handed to the employee by the administrator within five (5) school days after the observation. Upon receipt of a written observation report of a tenured employee, the employee observed may request a conference to discuss the report with the observer. A non-tenured employee shall have a conference as required by New Jersey Administrative Codes. The results of such conferences should be reduced to writing and signed by all parties and placed with the observation report.
 3. The copy of the observation report submitted to the Superintendent of schools must be signed by the employee observed to indicate that the employee has been given a copy of the report, understands the report and is aware that the report has been placed in the employee's record file in the School District Office. Observation reports shall be signed and returned to the observer within five (5) calendar days of the time the employee has received it. If the employee refuses to sign the Observation Report, the document shall be placed in the employee's file with the notation that the employee has refused to sign the Report.
 4. Employees may attach statements to observation reports to indicate extenuating circumstances or differences of opinion, provided such statements are submitted within five (5) school days.

ARTICLE 16**FACILITIES**

- A. Each exclusively District operated school shall have the following facilities:
1. Space in each classroom in which instructional staff may store instructional materials and supplies.
 2. One desk for the exclusive use of teachers assigned to a room and one additional desk to be shared by aides assigned to the room, as well as a sufficient number of chairs, suitable for seating adults, for each teacher and aide assigned to a room.
 3. Space for each employee to store coats, overshoes, and personal articles.
 4. A furnished room shall be reserved for the use of employees as a staff lounge and/or dining room. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 5. A private phone will be available at each site for staff to make confidential school related phone calls.
 6. Each classroom will contain a locking storage unit for confidential and personal items.
 7. Related Services staff who travel to several buildings will have locking storage space available in each building in which they are working with students.
- B. The Board shall maintain all facilities in accordance with Public Occupational Safety and Health Administration (OSHA) or any other applicable laws and regulations.
- C. When alerted by employees to problems in host schools, the Board will make a sincere attempt to provide similar facilities as above.

ARTICLE 17**SICK LEAVE**

- A. All ten (10) month employees shall be entitled to ten (10) sick leave days, and twelve (12) month employees shall be entitled to twelve (12) sick leave days each employment year, as of the first official day of said year if employed as of the first day of the year, (otherwise sick days shall be prorated), whether or not they report on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Extended paid leave of absence may be granted to employees who have exhausted accumulated sick leave through lengthy illness. For an employee to receive the difference between his/her regular daily salary and the expenses paid by the Board to maintain a substitute, the request must be in writing and shall be granted by the Board on a case-by-case basis. The Board shall advise the employee concerned in writing within ten (10) calendar days of its determination, which shall be made at the first public Board meeting following the receipt of the request.
- C. Employees shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.
- D. At the time of retirement an employee shall be compensated for earned, but unused, sick leave in accordance with the following criteria:
1. The employee must be eligible to receive benefits under the employee's retirement plan and have not less than ten (10) years of employment with the Salem County Special Services Board of Education.
 2. The compensation shall be paid at the rate of \$45.00 per day for each earned, but unused, day of sick leave remaining as of the date of retirement.
 3. In no event shall the Board be required to pay more than \$3000.00 per employee for the benefit set forth in this Article.

ARTICLE 18

TEMPORARY LEAVES OF ABSENCE

- A. All employees covered by this Agreement, shall be entitled to the following leaves of absence with full pay each year.
1. Two (2) days personal leave of absence for a compelling reason, which requires absence, shall be granted provided such obligation cannot be cared for outside of work hours. Written application to the Superintendent for personal leave days shall be made through the building Principal or designated Supervisor, at least seven (7) calendar days before taking such leave, except in cases of emergencies. No more than 10% of employees in a Program will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess or holiday.
 2. All personal leave days granted herein may be utilized as per above. If not used, personal leave days will be used as a factor to determine additional accumulative sick leave. At the end of each contract year, unused personal leave days shall produce unused sick leave on a one to one basis and shall be allowed to accumulate in the same manner as other sick days.
 3. Teacher and instructional assistant observation days may be approved by the Superintendent upon receipt of a request stating the time and place of the intended visit, and if the person requesting the observation day gives two (2) weeks written notice in advance. A written report of the visit or workshop should then be submitted to the instructional assistant's supervisor.
 4. Any employee required to serve jury duty shall receive their regular pay for all such time served, provided the employee-remits to the Board any compensation other than mileage and expenses they may receive as a result of such service.
- B. Bereavement
1. Employees shall be entitled to seven (7) workdays in each case of death of the employee's husband, wife, or child except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation periods.

2. Employees shall be entitled to four (4) workdays in each case of death of the employee's mother (also in-law), father (also in-law), grandparent, brother, sister, or grandchild except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation periods.
 3. An allowance of one (1) day shall be granted in each case for death of other relative or close friend subject to approval of the Superintendent, who will not unreasonably withhold his approval. If any employee elects to use personal leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the employee has no remaining personal leave days the requested leave shall be granted without compensation.
- C. Time necessary for persons called into temporary active duty shall be governed by statutory requirements.
- D. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of the employment of the individual by the Board shall be granted as professional days with the following exceptions.
1. Excepting time in any legal proceeding in which the said individual is a party plaintiff in a suit against the Board.
 2. Excepting time needed when the individual is a defendant in a proceeding brought by the Board against the individual.
 3. Excepting time spent in any proceeding under the grievance procedure of this Agreement or time spent in arbitration, fact-finding or any proceeding arising out of said Agreement unless mutually scheduled.
- E. Other temporary leaves of absence with or without pay may be granted by the Board for a good reason. Such determination resides solely with the Board.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.
- G. An employee covered by this Agreement shall be granted a leave of absence for disability and/or pregnancy in accordance with current Board policy.

ARTICLE 19

EXTENDED LEAVES OF ABSENCE

- A. This Article is subject to the provisions of the Federal and NJ Family Leave Acts.
- B. An employee who requests child-rearing unpaid leave of absence shall be granted same provided:
1. Written application for such leave must be delivered to the Board at least thirty (30) calendar days prior to the commencement of such leave.
 2. The employee and the Board shall mutually agree to the date for the leave termination.
 3. If the child dies during such leave of absence, the employee may apply for reinstatement (providing at least one (1) month prior notice) and the Board may terminate such leave.
 4. Leaves taken under the Family Leave Act are to be taken concurrently to leaves under this section and not consecutively.
- C. The Board shall allow such employees to self-pay health insurance premiums provided such is allowable by the Board's insurance carrier(s) and the employee is otherwise entitled.
- D. It is further understood that seven (7) full months of paid service for twelve (12) month employees and six (6) full months of paid service for ten (10) month employees service in the prior year is necessary for incremental gain after an unpaid leave of absence.
- E. Any employee adopting a child may receive similar leave as in paragraph A. herein which shall commence upon receiving defacto custody of said child or earlier if necessary to fulfill the requirements for the adoption.
- F. Other extended leaves of absence with or without pay may be granted at the Board's discretion.
- G.
1. Upon return from leave granted pursuant to this Article, an employee shall be placed on the salary schedule at the level appropriate to actual years of creditable experience but shall not be credited for the time spent on such leave.
 2. All benefits to which an employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.

- H. All extensions or renewals of leaves shall be applied for in writing and, if approved, shall be granted in writing.
- I. Nothing herein is understood to prevent utilization of sick leave in accordance with statute.

ARTICLE 20EMPLOYEE INCENTIVE PROGRAM

- A. Any employee covered by this Agreement may apply for reimbursement for the cost of courses which have application to his/her area of employment or are related to the individual's increased competence as an employee. All such courses must be offered by a school recognized or accredited by the State of New Jersey or a Health Care Agency accredited by the State of New Jersey.
- B. The amount of Board reimbursement for the entire bargaining unit shall be as follows:
1. 2004-2005 contract year \$15,000
 2. 2005-2006 contract year \$15,000
 3. 2006-2007 contract year \$15,000

Beginning in the 2004-2005 contract year this money shall be allocated as follows:

1. In each contract year \$3000 shall be allocated for courses taken during the summer semester.
2. In each contract year \$6000 shall be allocated for courses taken during each of the fall and spring semesters.
3. For reimbursement all criteria under C. or D. below must be met.
4. Provided criteria under C. or D. below are met course approval will guarantee payment in accordance with the provisions of paragraphs 1. and 2. above provided that the total annual limitation of \$15,000 has not been exceeded.
5. Approval shall be granted on a first come first served basis.
6. If more employees ask for course approval than there is money to reimburse them in a given semester, then those employees who did not get approval will be at the top of the list for approval in the next semester.
7. First Priority in the fall semester will be given to anyone who was rolled over from the summer semester due to insufficient funds. Second priority will go to employees who did not request approval for a course in the summer semester. Third priority will go to employees requesting approval for a second course.

8. First priority in the spring semester will be given to anyone who was rolled over from the fall semester due to insufficient funds. Second priority will go to employees who did not request approval for a course in either the summer or the fall semester. Third priority will go to employees requesting approval for a second course. Fourth priority will go to employees who are requesting a third course.
9. Employees not approved for courses in the spring semester will not roll over into the following contract year.
10. Any money that is not used in a given semester will roll over into the next semester.
11. Any money not used in a contract year will roll over into the next contract year and be apportioned at the rate of 20% for the summer semester, 40% for the fall semester, and 40% for the spring semester.
12. The School Business Administrator shall inform the Association of the status of the tuition reimbursement account upon the request of the Association President.

C. For non-certified employees to be eligible for reimbursement, all of the following criteria must be met.

1. The applicant must have approval of the Superintendent or his designee prior to taking the courses.
2. The applicant must receive a mark equivalent to "A", "B", or "Pass" in a Pass/Fail course.
3. Non-certified employees will be reimbursed for no more than three (3) undergraduate courses or two (2) graduate courses completed during any one fiscal year. The total reimbursement for courses shall not exceed \$1300.00 per employee.
4. Reimbursement shall be for the cost of the course up to a maximum of \$400 for undergraduate courses and \$650 for graduate courses.
5. A non-certified employee can only be reimbursed for graduate level courses if these courses pertain to education.

D. For certified employees to be eligible for reimbursement all of the following criteria must be met:

1. Certified employees must have approval of the Superintendent or his designee prior to taking the courses.

2. The applicant must receive a mark equivalent to "A", "B", or "Pass" in a Pass/Fail course.
3. No certified employee will be reimbursed for more than two (2) graduate courses or three (3) undergraduate courses completed during any one fiscal year. The total reimbursement for courses shall not exceed \$1300.00 per employee.
4. Reimbursement shall be for the cost of the course up to a maximum of \$650 for graduate courses and \$400 for undergraduate courses.
5. The teacher must be fully certified in his/her area of teaching assignment.
6. Courses must be in the teacher's area of certification and/or teaching assignment.

E. Provided that grades are turned in to the superintendent's office by the first working day of the month employees shall receive reimbursement in the following manner;

1. For the summer semester courses will be reimbursed within thirty (30) days of the first board meeting after grades are received subject to the provisions in C. and D. above.
2. For the fall semester;
 - a. Anyone taking their first course will be reimbursed within thirty (30) days of the first board meeting after their grades are received subject to the provisions in C. and D. above.
 - b. Anyone taking their second course will be reimbursed within (30) days after everyone taking their first course has been reimbursed subject to the provisions in C. and D. above.
3. For the spring semester;
 - a. Anyone taking their first course will be reimbursed within thirty (30) days of the first board meeting after their grades are received subject to the provisions in C. and D. above.
 - b. Anyone taking their second course will be reimbursed within thirty (30) days after everyone taking their first course has been reimbursed subject to the provisions in C. and D. above.
 - c. Anyone taking their third course will be reimbursed within thirty (30) days after everyone taking their second course has been reimbursed subject to the provisions in C. and D. above.

- F. As of July 1, 2002 any employee who receives tuition reimbursement shall be required to give another year of service to the District. In the event that an employee leaves the District before the year of service has been given he/she shall be required to reimburse the District for the previous year's tuition reimbursement. This money will be returned to the tuition reimbursement pool.

ARTICLE 21

INSURANCE PROTECTION

- A. The term "full time" herein shall refer to all employees covered by the Agreement who regularly work twenty (20) hours per week or more.
1. For full time employees the Board shall provide health insurance coverage for the employee and for their eligible dependents at no cost to the employee. Such coverage shall be provided under the State Health Insurance Plan or its equivalent. Health insurance coverage shall be for the full twelve (12) month period each year.
 2. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the District the difference in rates for all time they should have been in a lower cost category.
 3. If the Board desires to change its insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those existing at the time of change.
 4. The spouse of a District employee who is otherwise eligible for any medical insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the District. Any spouse covered as of July 1, 1995 may continue their coverage as long as they are continuously employed. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State Retirement Health Plan.
- B. The Board will allow employee participation in a qualified IRS Code Section 125 Plan, effective for the 1997-98 year. The Board will not administer the Plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan.
1. For all full time employees the Board shall contribute \$600 each year to the employee's Section 125 Plan. Anyone not having established such a Plan shall not be entitled to the amount specified.
 2. Anyone employed for less than a full contact year shall have his/her amount (\$600) pro-rated based on actual time employed.

3. Any employee who does not establish their 125 Plan until later in the contract year, shall have the amount (\$600) pro-rated based on the date their Plan was established.
- C. An employee may waive medical coverage to which he/she is otherwise entitled by filing a written waiver with the Business Administrator at the beginning of the school year or at the beginning of his/her employment. If an employee waives medical coverage pursuant to this Paragraph, he/she shall be entitled to a payment in the amount of \$1,100.00 for each contract year. If the waiver does not apply to an entire Contract year, the payment of \$1,100.00 shall be pro-rated. This money will be paid to the employee as provided in paragraph B above and shall be in addition to any other contribution made by the Board of Education to the employee's Section 125 account.
 - D. Upon retirement from the District employees will be able to maintain family health insurance at Board cost rates to be paid by the employee if permitted by the insurance carrier at the time of retirement.
 - E. The Board will administer a dental insurance program for all employees covered by this agreement in accordance with the following terms:
 1. The dental plan shall be chosen by the Association. For the 2004-2005 school year, dental insurance pursuant to this subparagraph will be provided by Jefferson Pilot financial. The effective dates for this insurance will be December 1, 2004 through August 31, 2005. In subsequent years, the effective date of the dental insurance plan will be from September 1 to August 31.
 2. Insurance will be at the employees' expense through payroll deduction.
 - a. For the 2004-2005 school year the total dental insurance expense for December 1 through August 31 will be divided between the 15 pay periods from November 30, 2004 to June 30, 2005.
 - b. For all subsequent years, the total dental insurance expense for the entire year (12 months) will be divided between the 20 pay periods from September 15 to June 30.
 3. If an employee desires to enroll in the Jefferson Pilot Financial program for the 2004-2005 school year, the employee must execute all enrollment documents not later than October 29, 2004. If the Association changes the insurance carrier in subsequent years of this agreement, the Association shall provide notice of the change to the Business Administrator of the school district not later than June 1, immediately preceding the effective date of the change. Any employee who desires coverage under the new insurance carrier must execute all enrollment documents not later than the last day of the school year preceding the new commencement date. Any person first employed by the District after the deadlines stated in this

subparagraph shall be required to satisfy the waiting period specified by the insurance carrier chosen by the Association.

4. Employees may elect single or multiple person insurance but cannot change their election at any time other than the enrollment period.
5. The Association reserves the right to change the dental insurance carrier if there is a change in the underwriting information or district census. The Board shall be notified, in writing, not later than June 1 of any change in carrier approved by the Association. The Board shall not be required to pay any portion of the cost of dental insurance for association employees.
6. The Board and the Association specifically agree that the dental benefit provided by Jefferson Pilot Financial is superior to the dental benefit presently provided by the Board of Education through AFLAC. The Board and the Association further agree that any dental insurance program selected pursuant to the provisions of this paragraph shall be better than the dental insurance program which it replaces.
7. In the event that the dental insurance company selected requires a minimum number of employees to enroll in the plan and an insufficient number of employees are interested in enrolling, the plan will be cancelled until such time as another insurance plan can be found or sufficient employees are interested.

ARTICLE 22**DEDUCTION FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Association, the Salem County Education Association, the New Jersey Education Association, the Dental Plan sponsored by the Salem County Special Services Association or any one of any such combination of such Associations as said employees individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52: 14-15.8(e)) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The New Jersey Educational Association (N.J.E.A.) shall disburse such monies to the appropriate Association or Associations.
2. The Association named above shall certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues the Board shall be given written notice prior to the effective date of such change.
- B. Upon written request from an employee, the Board will deduct from the employee's earnings and pay to the Salem County School Employees Federal Credit Union, Board sponsored group insurance plans, income protection plans or annuity plans; an IRS Section 125 plan or any other plan permitted by law in such amount or amounts as the employee shall designate.
- C. Upon written request by September 10th to the Superintendent's office each ten (10) month employee may cause to have deducted and withheld the amount of 10% of said employee's monthly salary for the period beginning September and ending May 31. These accumulated deductions will be paid to the employee or to his estate in accordance with Chapter 90 of the Laws of 1956, and the Rules and Regulations of the Board, in two (2) equal monthly installments on July 15th and August 15th, or upon death or termination of employment if earlier.
- D. **Representation Fees of Non-Members**
1. The Association President shall submit to the Board Secretary's Office a list of employees covered by this Agreement who are not current dues-paying employees. The School District in compliance with State Law and this Agreement will deduct from such employees' pay a representation fee up to 85% of the amount set for Association members. This amount will be determined by the Association's Treasurer, and is to be paid by a payroll deduction.

2. It is understood by parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of action rising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

3. The Association shall indemnify and save the Board and the Administration harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice or assignment furnished under this Article.

ARTICLE 23**PROFESSIONAL DEVELOPMENT COMMITTEE**

In accordance with the New Jersey Continuing Education Plan that took effect in September 2000 a local Professional Development Committee (LPDC) shall be established in accordance with the rules and procedures established by the Professional Teaching Standards Board (PTSB).

The LPDC shall perform all functions and duties in accordance with the rules and procedures established by the state PTSB.

ARTICLE 25

DURATION OF AGREEMENT

- A. This Agreement shall be effective commencing July 1, 2004 and shall remain in effect until June 30, 2007.
- B. This Agreement shall terminate as indicated above, unless extended in writing by agreement between the parties.

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 hereon, all on the day and year first above written.

FOR THE SALEM COUNTY
SPECIAL SERVICES SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE
SALEM COUNTY SCHOOL DISTRICT
SCHOOL EMPLOYEES ASSOCIATION

PRESIDENT Jane B Field

PRESIDENT Joe Antonio Reistle

SECRETARY Elizabeth D. Pet

SECRETARY Mollie Huntsinger

DATE 11-16-04

DATE: 10-26-04

**SALEM COUNTY SPECIAL SERVICES DISTRICT
EXTRA PAYMENTS / EXTRA-CURRICULAR
SCHEDULE "A"**

Position and amounts listed are extra stipends for the time or extra responsibility indicated.

ATTENDANCE BONUS – Employees who use no sick days during the contract year shall receive \$250. Employees who use only one (1) sick day during the contract year shall receive \$175. The stipend will be paid by separate check on or before July 30.

MILEAGE – Beginning July 1, 2002 all approved mileage shall be reimbursed at the IRS rate per mile upon presentation of the appropriate voucher.

LONGEVITY

Longevity pay will be paid for years of employment in SCSSSD according to the following schedule:

5 years and 1 day	a one time payment of \$450
10 years and 1 day	a one time payment of \$650
15 years and 1 day	a one time payment of \$850
20 years and 1 day	a one time payment of \$1050

CERTIFICATE CREDIT – Instructional Assistants who obtain and/or possess a county substitute certificate or standard teaching certificate shall be given a one-time, one (1) step advance on the salary guide prorated as of the date of employment or date the certificate is obtained. This step advance shall remain in effect only if the Instructional Assistant maintains the substitute certificate or standard certificate. If the employee is at the maximum step on the salary guide, he/she shall receive the incremental amount preceding the last step.

EXTRA SERVICES STIPENDS; - All stipend positions will be posted annually and will be offered to a qualified employee as recognized in Article 1 of this contract before being offered to an employee who is not recognized in Article 1. Any positions known to be vacant which will be filled in the following year will be posted by June 1st.

POSITION	2004-2007
Coordinator, In-District	\$1735
News Letter, per issue	115
Parent trainer	525
Swim Team Coach	230
Track & Field Coach, each meet, Special Olympics or Tournament of Champions	115
School to Work Coordinator	1735 (beginning July 1, 2002)

**Teachers' Salaries 2004-2005
SCHEDULE B**

YEAR 1
2004-05 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide	EA	EA+30	MA	MA+30	DR	
Step 1	36,878	38,488	40,097	41,706	43,315	0.0450
2	37,178	38,788	40,397	42,006	43,615	
3	37,478	39,088	40,697	42,306	43,915	1.100
4	37,778	39,388	40,997	42,606	44,215	
5	38,777	40,387	41,995	43,605	45,214	
6	39,776	41,386	42,994	44,604	46,213	
7	40,775	42,384	43,993	45,603	47,211	
8	41,773	43,383	44,992	46,601	48,210	
9	42,772	44,382	45,991	47,600	49,209	
10	43,771	45,381	46,989	48,599	50,208	
11	44,770	46,380	47,988	49,598	51,207	
12	45,769	47,378	48,987	50,597	52,205	
13	46,767	48,377	49,986	51,596	53,204	
14	47,766	49,376	50,984	52,594	54,203	
15	48,765	50,374	51,983	53,593	55,201	
16	50,684	52,293	53,902	55,512	57,120	

**Teachers' Salaries 2005-2006
SCHEDULE B**

YEAR 2
2005-06 *Salem County Sp. Serv. 03-04 (Salem)*

Salary Guide Step	BA	BA+30	MA	MA+30	DM	
1	38,038	39,648	41,257	42,866	44,475	0.0450
2	38,338	39,948	41,557	43,166	44,775	1,160
3	38,638	40,248	41,857	43,466	45,075	
4	38,938	40,548	42,157	43,766	45,375	
5	39,937	41,547	43,155	44,765	46,374	
6	40,836	42,546	44,154	45,764	47,373	
7	41,935	43,544	45,153	46,763	48,371	
8	42,933	44,543	46,152	47,761	49,370	
9	43,932	45,542	47,151	48,760	50,369	
10	44,931	46,541	48,149	49,759	51,368	
11	45,930	47,540	49,148	50,758	52,367	
12	46,929	48,538	50,147	51,757	53,365	
13	47,927	49,537	51,146	52,756	54,364	
14	48,926	50,536	52,144	53,754	55,363	
15	49,925	51,534	53,143	54,753	56,361	
16	51,844	53,453	55,062	56,672	58,280	

**Teachers' Salaries 2006-2007
SCHEDULE B**

YEAR 3
2006-07 *Salem County Sp. Serv. 03-04 (Salem)*

Salary Guide Step	BA	BA+30	MA	MA+30	DR	
1	39,218	40,828	42,437	44,046	45,655	0.0450
2	39,518	41,128	42,737	44,346	45,955	
3	39,818	41,428	43,037	44,646	46,255	1.180
4	40,118	41,728	43,337	44,946	46,555	
5	41,117	42,727	44,335	45,945	47,554	
6	42,116	43,726	45,334	46,944	48,553	
7	43,115	44,724	46,333	47,943	49,551	
8	44,113	45,723	47,332	48,941	50,550	
9	45,112	46,722	48,331	49,940	51,549	
10	46,111	47,721	49,329	50,939	52,548	
11	47,110	48,720	50,328	51,938	53,547	
12	48,109	49,718	51,327	52,937	54,546	
13	49,107	50,717	52,326	53,936	55,544	
14	50,106	51,716	53,324	54,934	56,543	
15	51,105	52,714	54,323	55,933	57,541	
16	53,024	54,633	56,242	57,852	59,460	

**Secretarial Salaries
SCHEDULE C**

YEAR 1

2004-05 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Sec. 10	Sec. 12	
1	19,316	23,179	0.0450
2	19,566	23,479	
3	19,816	23,779	520
4	20,066	24,079	
5	20,316	24,379	
6	20,824	24,989	
7	21,333	25,600	
8	21,842	26,210	
9	22,350	26,820	
10	22,858	27,430	

YEAR 2

2005-06 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Sec. 10	Sec. 12	
1	19,914	23,897	0.0450
2	20,164	24,197	
3	20,414	24,497	598
4	20,664	24,797	
5	20,914	25,097	
6	21,422	25,707	
7	21,931	26,318	
8	22,440	26,927	
9	22,948	27,537	
10	23,456	28,147	

YEAR 3

2006-07 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Sec. 10	Sec. 12	
1	20,592	24,710	0.0450
2	20,842	25,010	
3	21,092	25,310	678
4	21,342	25,610	
5	21,592	25,910	
6	22,100	26,520	
7	22,609	27,131	
8	23,118	27,741	
9	23,628	28,351	
10	24,134	28,961	

Instructional Assistants' Salaries SCHEDULE D

YEAR 1

2004-05 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Inst. Assist.	Behavior Mod. Sp.	
1	11,868	25,247	0.0450
2	11,968	25,547	
3	12,068	25,847	290
4	12,166	26,147	
5	12,360	26,447	
6	12,895	26,747	
7	13,431	27,047	
8	14,219	27,347	
9	15,007	27,647	
10	16,000	28,151	

YEAR 2

2005-06 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Inst. Assist.	Behavior Mod. Sp.	
1	12,118	25,499	0.0450
2	12,218	25,799	
3	12,318	26,099	252
4	12,418	26,399	
5	12,612	26,699	
6	13,147	26,999	
7	13,683	27,299	
8	14,471	27,599	
9	15,259	27,899	
10	16,252	28,403	

YEAR 3

2006-07 Salem County Sp. Serv. 03-04 (Salem)

Salary Guide

Step	Inst. Assist.	Behavior Mod. Sp.	
1	12,416	25,797	0.0450
2	12,516	26,097	
3	12,616	26,397	298
4	12,716	26,697	
5	12,910	26,997	
6	13,445	27,297	
7	13,981	27,597	
8	14,769	27,897	
9	15,557	28,197	
10	16,550	28,701	

**Custodial/Maintenance Salaries
SCHEDULE E**

YEAR 1 2004-05	YEAR 2 Salem County Sp. Serv. 03-04 (Salem 2005-06)	YEAR 3 Salem County Sp. Serv. 09-04 (Salem 2008-07)	Salem County Sp. Serv. (
Safety Guide Step	Safety Guide Step	Safety Guide Step	
1	22,206	23,206	24,288
2	22,586	23,586	24,588
3	22,806	23,806	24,888
4	23,186	24,186	25,188
5	23,486	24,486	25,488
6	23,786	24,786	25,788
7	24,563	25,563	26,563
8	25,340	26,340	27,340
9	26,117	27,117	28,117
10	26,894	27,894	28,894
	Cust. Maint	Cust. Maint	Cust. Maint
	24,886	25,886	26,886
	25,186	26,186	27,186
	25,486	26,486	27,486
	25,786	26,786	27,786
	26,086	27,086	28,086
	26,386	27,386	28,386
	27,163	28,163	29,163
	27,940	28,940	29,940
	28,717	29,717	30,717
	29,494	30,494	31,494

