

2003 - 2006 EMPLOYMENT CONTRACT

BETWEEN

THE BASS RIVER TOWNSHIP BOARD OF EDUCATION

and

**THE BASS RIVER TOWNSHIP EDUCATION
ASSOCIATION**

10/29/03

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2003 - 2006 PREAMBLE

THIS AGREEMENT, entered into this 1 day of September 2003, between

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF BASS RIVER, New
Gretna, New Jersey,**
hereinafter called the “Board,” and **THE BASS RIVER TOWNSHIP EDUCATION
ASSOCIATION,**
hereinafter called the “Association.”

**This Agreement between the board and the Association shall become effective 1 July 2003, and shall
continue in effect until 30 June 2006.**

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION A: GENERAL PROVISIONS: APPLIES TO ALL EMPLOYEES IN THE NEGOTIATING UNIT

ARTICLE 1: RECOGNITION

A. Unit

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated teaching personnel, certified employees in the Child Study Team and support personnel (custodians, cafeteria workers, teacher aides and teacher assistants) whether under contract or on leave, not to include substitutes, secretarial/clerical workers, or independently contracted services.
2. The Bass River Township Board of Education agrees to recognize part-time teachers as part of the Association except that part-time teachers as defined below will not be entitled to any fringe benefits except as mandated by law. That is, to be entitled to pro-rated sick leave, and representation by the Association in any grievance procedure. Additionally, the Board continues to grant fringe benefits as provided in existing contract and policy.

B. Definition of Teacher

Unless otherwise indicated, the term “teacher,” when used hereinafter in this Agreement, shall refer to all certificated teaching employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. Definition of Full-Time Teacher

Any properly certificated teacher employed as a teacher, not as a teaching assistant, for three (3) full school days per week or a minimum of twenty five (25) hours per week shall be considered full time. (Any properly certificated teacher employed prior to July 1, 1997 employed as a teacher, not as a teaching assistant, who works a minimum of twenty (20) hours per week shall be considered full time.)

D. Definition of Employee

Employee shall be defined as any full or part-time persons) as recognized in Article I of this agreement.

E. Definition of Teaching Assistant

Teaching Assistant shall be defined as a person(s) having at least sixty(60) undergraduate credits, performing academic assistance to the regular teacher. Although this person may be left alone for limited supervision, these individuals shall not be used as a replacement teacher.

F. Definition of Instructional Aide

Instructional Aide shall be defined as a non-certified person(s) providing reinforcement of primary instruction. These individuals shall not be left unsupervised.

ARTICLE 2: NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The Board and the Association agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, such participation shall be in good faith for the purpose of arriving at a mutual agreement on the terms and conditions of employment.

Negotiations shall begin no later than **December 1** of the year prior to the school year for which the contract will be negotiated . Any Agreement so negotiated shall apply to all employees covered by this agreement.

B. Directing Request

Requests for meetings from the employee association will be made to the Superintendent of Schools. Requests from the board shall be made to the Association President or his/her designees. A mutually convenient meeting date shall be set within 15 days of the date of the request by either party.

C. Meetings

Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept and clerical assistance provided; both parties shall share clerical assistance equally.

D. Agreement

When agreement is reached, it shall be reduced to writing by the Association, and when ratified by the Board and the Association, shall be signed by both parties. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the unit.

E. Modification

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

ARTICLE 3: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – The term “Grievance” shall mean a complaint arising out of the interpretation, application or violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement. An aggrieved employee shall institute action hereunder within thirty (30) calendar days of the occurrence complained of or within (30) calendar days after he should reasonably be expected to know of its occurrence, provided that if the occurrence is part of a recurring series of events, occurrences more than (30) days previous may be considered for the purpose of determining the validity of the complaint.
2. Aggrieved Person - An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest - A “party in interest” is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to protect the rights of all parties and to resolve the issues. 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. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievance - 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

limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Chief School Administrator or Immediate Superior - The aggrieved shall first discuss it with his Chief School Administrator or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter.

4. Level Two - Submit Grievance in Writing - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he shall submit his grievance in writing, using the attached grievance form (Appendix 1), to the Chief School Administrator or immediate superior within fifteen (15) days, but not to exceed twenty-five (25) calendar days. The immediate superior or the C.S.A. shall respond in writing within ten (10) school days.

5. Level Three -Presented to the Board of Education - Once the foregoing steps have been exhausted, the Grievant or the Association may appeal to the Board of Education using the attached grievance form. This appeal shall be made within fifteen (15) school days, but no sooner than five (5) school days, and not to exceed twenty-five (25) calendar days after the response of the immediate superior or the C.S.A. in Level Two.

5.a The Association shall notify the Chief School Administrator or the immediate superior of the implementation of this step of the grievance procedure.

5.b Hearing-The Board of Education or a committee thereof shall conduct a hearing. The purpose of said hearing is to seek mutual agreement based upon the terms and condition of the contract.

5.c The Board shall consider the merits of the grievance and issue its determination in writing within five (5) school days of the next regularly scheduled board meeting.

6. Level Four - If the aggrieved is not satisfied with the disposition of the grievance by the Board of Education, the aggrieved may within fifteen (15) school days of the Board's decision (not to exceed twenty-five (25) calendar days), request in writing that the Association submit the grievance to binding arbitration. If the Executive Board of the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of the request of the aggrieved (but not to exceed twenty-five (25) calendar days).

7. Arbitration The procedures of the Public Employees Relations Commission shall be utilized in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days (not to exceed twenty-five (25) calendar days) from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.

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. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals - No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance - If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may continue such a grievance from Level Three of the grievance procedure even though the aggrieved person does not wish to do so.
2. Written Decisions - All the decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
3. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE 4: EMPLOYEE'S RIGHTS/PERSONAL AND ACADEMIC FREEDOM

The Board recognizes that employees are entitled to enjoy a personal life, and the rights of citizenship, and will observe such rights as provided by law.

A. Rights and Protection in Representation

Pursuant to Chapter 123, P.L. 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 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 his participation in any activities of the Association, and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause Provision

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth herein. Nothing in this provision shall be construed to prevent the termination of a contract on the basis of sixty (60) days' notice where such is applicable.
2. Upon the completion of a five (5) year probationary period by support staff personnel, any non-renewal of such personnel shall be subject to just cause. The five (5) year probationary period shall be determined based upon the employee's date of hire.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Chief School Administrator, Board, or any committee, member representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments shall be entitled to have a representative of the Association present to advise him and represent him pertaining thereto and shall be given forty-eight (48) hours prior written notice unless extraordinary circumstances prevail, then shall be given prior written notice of the reasons for such meeting or interview during such meeting or interview. Any suspension of a employee shall be with pay unless or until formal charges are made.

E. Criticism of Employees

Any question or criticism by a supervisor, administrator, or board member of a employee and his instructional methodology shall in the first instance in each case be made in confidence and not in the presence of students, parents or other public gatherings; and the same shall pertain to statements made by employees about administration, board members and supervisors.

F. Association Identification

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the educational program and the financial resources of the district, including but not limited to class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group employees health insurance premiums and experience figures, 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 and their students together with information which may be necessary for the Association to process any grievance or complaint, but not to require special compilation or work product.

B. Use of School Building

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to the approval of the Chief School Administrator as to time and place. The Chief School Administrator shall be notified sufficiently in advance of such meeting so that modification of requests will not result in hardship. It is understood that this right shall not preempt scheduled activities.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. Bulletin Boards

The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the Chief School Administrator, but no approval shall be required.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of Chief School Administrator or other members of the Administration.

F. Posting of Positions

The superintendent shall immediately provide a written copy of all new and changes in positions of district employees to the President and all elected officers of the Association. All postings shall be displayed on the main office counter and also posted on the Association bulletin board.

ARTICLE 6: REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year, July 1 to the following June 30, which is covered in whole or part by this agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

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

C. Deduction and Transmission of Fee

1. Notification-Once during each membership year covered in whole or part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (C-2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule-The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: [1] ten (10) days after receipt of the aforesaid list by the board; or, [2] thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served on a bargaining unit position and continued in the employ of the board in a non-bargaining unit position or was on layoff,

in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment-If an employee who is required to pay a representation fee terminates his/her employment with the board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics-Except as otherwise provided in the article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

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

6. New Employees-On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in the bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

7. Board Liability-The Association shall indemnify and hold harmless against any and all claims, demands, suits, and other forms of liability for reasonable counsel fees, and other legal cost and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

8. Demand and Return System-The Association will implement and maintain the Demand and Return System.

ARTICLE 7: SALARIES AND LONGEVITY

A. Salary Schedule

The salary of each employee covered by this Agreement shall be derived from the guides set forth in Schedule "A" which is attached hereto and made a part hereof.

1. Longevity-Longevity shall be defined as length of employment in the Bass River Public school system. All employees covered by this agreement shall be compensated in accordance to the longevity schedule, ARTICLE 33: Guide C.

B. Method of Payment

1. Ten (10) Month - Each ten (10) month employee shall be paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan - Each employee may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the employee or his estate on the final pay day in June or, according to a schedule of payments throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

3. Exceptions - When a pay day falls on, or during, a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

4. Extra-Curricular Pay - See ARTICLE 33: Guide C.

ARTICLE 8: TERMINATION OF EMPLOYMENT

Final evaluation of a employee upon termination of his employment shall normally be concluded prior to severance and no documents and/or other material shall normally be placed in the personnel file of such employee after severance. Where termination is upon short notice, the file shall be completed with reasonable promptness.

ARTICLE 9: TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

All employees covered by this agreement shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Personal - Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the teacher's Chief School Administrator for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal leave will convert to sick leave.
2. School Visitation - Teachers are entitled up to two (2) days for the purpose of visiting other schools, or attending meetings, or conferences of an educational nature which will be scheduled with the approval of the Chief School Administrator.
3. Bereavement - All employees will be granted up to and including a five (5) day leave for death in the immediate family, including spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law and sisters-in-law and immediate household. Three (3) Days leave may be granted for aunts and uncles subject to consideration by the Chief School Administrator. Special circumstances will receive special consideration by the Superintendent.
4. Part-time employees shall be entitled to all leaves, on a pro-rated basis.
5. Jury Duty Leave-Time as necessary to perform jury duty will be granted if required to do so. Any employee serving on jury duty shall receive their full salary, less the amount of any jury duty pay, for the time served.

Leave taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled. Part-time employees shall receive leave under terms of Item 3, Bereavement , as listed.

ARTICLE 10: EXTENDED LEAVES OF ABSENCE

A. Due to a medical disability, an employee shall be granted an extended leave of absence without pay (subject to paragraph C hereof) if any one of the following conditions exist:

1. A notable and substantial decrease in performance due to such disability.
2. The production of a certification from a medical doctor that the employee is medically unable to continue work.

B. The Board shall have the right to have such an employee examined by its own physician; and, in the event of a disagreement between the Board's physician and the employee's physician on such ability

or inability, the question shall be referred to a physician engaged at the joint expense of the employee and the Board for final and binding resolution.

C. During the period of the employee's personal medical disability, accumulated sick leave benefits in accordance with N.J.S.A. 18A:30-1, et seq. shall be paid until such benefits are exhausted or the personal medical disability has terminated.

D. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Chief School Administrator or his designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence. Upon the termination of the medical disability the employee shall return to work. In the event of disagreement, the date of said termination shall be established as set forth in paragraph B above.

E. An employee may make application to the Board at least thirty (30) days before the effective date, for an unpaid child-rearing leave of absence if a "natural" child is less than ninety (90) days of age (or less than ninety (90) days in possession of the parents in the case of adoption.) Upon application, said leave shall be granted by the Board for a period not to exceed one (1) year. The date of requested return by the employee may be adjusted by the Board so as to commence in January or September following the end of the requested leave.

F. Leaves of absence under other circumstances may be granted by the Board.

G. Upon return from a leave of absence, an employee shall advance to the next step on the salary guide after working five (5) months or one hundred fifty (150) days, which ever is less. These terms and conditions shall apply to full and part-time employees covered by this agreement. Seniority rights shall continue upon returning to work.

H. Leaves for more than one academic year in addition to one in which an extended leave commences shall be granted at the option of the Board.

ARTICLE 11: INSURANCE PROTECTION

A. Full Health Care Coverage

As of the beginning of each school year, the Board shall provide health care insurance protection covered by the New Jersey Health Benefits Program, and shall pay the full plan for each full-time employee, and family plan where appropriate, subject to the provisions of said program. New employees, as of July 1, 1997, who work more than 25 hours per week will, for the first year, receive single health coverage paid for by the Board. The second year the employee will be able to add one family member to the health coverage, paid for by the Board. The third year the employee will receive full family coverage, paid for by the Board.

Part-time employees of the Board of Education are entitled to pro-rated benefits under the sick, personal and bereavement leave provisions of the contract.

Health benefit entitlements are subject to the regulations of the State Health Benefits Plan.

B. Description of Health Care Coverage

The Board shall provide to each full-time employee a description of the health care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed by the New Jersey State Health Benefits Program.

C. Dental Plan

The Board shall provide to each full-time employee a family dental plan. Cost not to exceed seventy dollars (\$70) per employee per month.

ARTICLE 12: DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Bass River Township Education Association, the Burlington County Education Association, the New Jersey Education Association, or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 N.J.S.A. (52:14-15, 9a) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Bass River Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Salary Deduction for Credit Union

Employees may individually elect to have a fixed percent of their monthly salary deducted from their pay. Such funds are to be deposited with a mutually agreed upon agency capable of giving interest and handling all payments to the employees making such choice and capable of handling all related paperwork. Applications by employees must be made to the Board Secretary in the month of June of the previous school year, and option to join or withdraw shall not be changed thereafter (except for newly hired employees who may elect to join upon employment).

ARTICLE 13: RETIREMENT

A. Sick Leave Buy Back

1. An employees who notifies the Board in writing six (6) months prior to the date, and actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive Terminal Leave compensation. To qualify for the compensation, the employee must have a minimum of ten (10) years consecutive employment as a full-time contractual employee.
- 2.a. A certificated employee will be entitled to receive eighty dollars (\$80.00) per day for each accumulated sick leave day. The maximum amount received shall not exceed fifteen thousand dollars (\$15,000.00) per person.
- 2.b. A non-certificated employee will be entitled to receive forty dollars (\$40.00) per day for each accumulated sick leave day. The maximum amount received shall not exceed seven thousand five hundred dollars (\$7,500.00) per person
- 3.a. Payment for sick leave buy back shall be made in two (2) equal installments, one within thirty (30) days of actual retirement and the second on January 15th of the calendar year following year of the actual retirement.
- 3.b. Should the employee die subsequent to the acceptance of a letter of retirement by the Board of education but prior to the commencement of or completion of the payments for which the employee qualifies, such payments shall be made to the estate of the employee pursuant to the schedule outlined above with the date of death triggering the initial payment within thirty (30) days.

4. Employees who die while actively employed in Bass River Township who have completed fifteen (15) years of service to the district shall have payment made to their estate for accumulated sick leave pursuant to the provisions of this agreement. Payments shall be made pursuant to 3.b. above, with the date of death triggering the initial payment within thirty (30) days.

ARTICLE 14: MISCELLANEOUS PROVISIONS

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Board Policy

This Agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.

C. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, shall be controlling.

F. Printing Agreement

Copies of this Agreement shall be duplicated at the joint expense of the Board and the Association after agreement with the Association. The Agreement shall be presented to all employees now employed or hereafter employed.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing:

1. If by Association, to Board at the Bass River Township Elementary School.
2. If by Board, to Association at the Bass River Township Elementary School.

SECTION B: CERTIFICATED STAFF

ARTICLE 15: TEACHER WORK YEAR

A. In-School Work Year

1. Definition of the School Work Year - The in-school work year shall be 186 days for new hires, 184 for current staff, two (2) extra days for new hires will be prior to start of work year.
2. Inclement Weather - Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
3. Holidays- The days prior to Thanksgiving and Winter Break shall be 4.5 student hours(5 staff hours) except if Winter Break begins on Monday. In that case, Friday will be a full day.

ARTICLE 16: TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Length of the Day - The total in-school workday shall consist of not more than seven (7) hours which shall include a duty-free lunch period as guaranteed to teachers under Section C.
2. Arrival and Dismissal Time - Teachers shall be required to spend no more than one hour exceeding the student school day, with the exception of days when faculty or other school meetings are scheduled. Except in a case of emergency, twenty-four (24) hours advance notice shall be given.
3. School Time - The Board of Education reserves the right to establish times. School times are not to be changed without prior consultation with the Association.

B. Teaching Load

Elementary School - The daily teaching load in the elementary school shall not exceed five hours and forty-five minutes (5:45) of pupil contact.

C. Lunch Periods

1. Time - Teachers shall have a daily duty-free lunch period of thirty (30) minutes, subject to rotating supervision of cafeteria and playground aide.
2. Leaving the Building - Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall inform office of departure and return.

D. Preparation Time

Full time teaching staff members shall have a minimum of one hundred fifty (150) minutes of preparation time in the course of a five (5) day school week. Preparation time on any given day shall consist of no less than thirty (30) continuous minutes. Part-time teaching staff members shall receive pro-rated preparation time.

E. Student Supervision

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible be utilized to this end. They, therefore, agree as follows:

1. The Board agrees to employ an aide for pupil supervision and the receipt of money at the lunchroom, under the overall supervision of a teacher, who shall be present in the building during a rotated duty period, but shall not be required to be present in the lunchroom except when called upon by the aide or Chief School Administrator. In the absence of an aide for supervision of a lunchroom or playground, a teacher's presence may be required.
2. The Board agrees to employ an aide for pupil supervision on the playground during the lunch period, under the overall supervision of a teacher, who shall be present on the school premises during a rotating duty period, but shall not be required to be outside the building except when called upon by the aide or Chief School Administrator. In the absence of the aide, the teacher's presence may be required, subject to paragraph (3) below.
3. The Board agrees to obtain substitutes for aides as required under emergency conditions only. The Association agrees to substitute for each of said aides for a period of not more than five (5) days within a two (2) month period.

F. Preparation Time for Extracurricular Activities

If a teacher is required to spend a full day for graduation, field day, and statewide testing, then the teacher's presence will not be required in classroom instruction for that day. The teacher will be provided opportunity to meet with the administration to discuss scheduling of such day.

G. Salary Schedule

1. Multi-Column Scale - Apply additives for smaller number of credits so that compensation can be obtained more quickly. To qualify for compensation, the credits would have to be beyond those obtained for teaching certification. Credits in the general field of education would not need approval. Credits outside the field of education would require Board approval. Additionally, any credits beyond fifteen (15) would have to be applicable to a graduate degree or certification program. (If leading toward an Administrative Degree, the courses would require approval of the Board.) In addition, a staff member can receive one (1) credit per ten (10) hours of continuing education instruction to be put towards additives for additional credits as per contract. All courses for credits must first be approved by the Chief School Administrator.
2. Credit for Experience - The Board will credit additional steps on an individual case basis where the teacher provides proper documentation to the Board. All adjustments will be on a one-year for one-year basis. The term of adjustment will equal the number of years to be adjusted. Prior experience credit shall not exceed policy limit of seven (7) years. Teaching experience for the purpose of this contract is defined as New Jersey, Certified, Full-Time, Public School teaching. Anyone previously given credit for experience not meeting these guidelines will not be negatively affected. Previous credit given is permanent, unless shown to be done in error.
3. Military time- Military time with Honorable Discharge will be granted as teaching time up to a maximum of four (4) years.

ARTICLE 17: TEACHER EMPLOYMENT

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule- Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Employees shall be advanced to the next step on the salary guide after working five (5) months or one hundred fifty (150) days whichever is less. These terms and conditions shall apply to full and part-time employees covered by this agreement. Seniority rights shall continue upon returning to work from leaves of absence.

2. Credit for Experience- The Board may agree with a prospective teacher with respect to credit for prior experience.

ARTICLE 18: SICK LEAVE

A. Accumulative

All Full-Time teachers employed shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Part-Time employees shall receive sick days on a pro-rated basis:

Example: 2 days/week—professional employee
 $2/5 = 40\%$

$.40 \times 11$ days (number of sick days for professional) = 4.4 days

B. New Hires

New hires shall not receive sick leave until they commence work for at least one day.

C. Leave Bank

In the event of a physician documented absence, the board, at its discretion, may continue the current practice of granting additional sick days from an accumulated sick bank consisting of employee donated personal or vacation days.

ARTICLE 19: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill this obligation for professional improvement.

B. Professional Development Hours

Effective 2000-2001, one (1) day shall be added to the work year for teaching staff unit members which shall consist of 186 days for newly hired employees and 184 days for existing employees. Said day shall be a regular length work day [7 hours], which shall be used for in-service and five (5) hours of that day shall be dedicated to activities which shall count toward each employee's 100 hours of professional growth. This additional day shall not be scheduled during the months of May or June.

The Association is invited to suggest programs for professional development and discuss same with the Board.

C. Tuition Reimbursement

The Board agrees to implement the following:

1. Pay and Expenses for Required Training - To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. The Board of Education will reimburse the cost of graduate tuition for certificated employees up to two thousand five hundred dollars (\$2,500.00) per person per academic year. This reimbursement shall be approved for those graduate courses in which the employee has achieved a grade of "B" or better. Reimbursement shall be granted for those courses that are post-baccalaureate credits towards a higher degree status. Reimbursement shall be given for those courses that are approved by the Chief School Administrator prior to the start of the course. Reimbursement shall not be granted for course work that is required for the employee's initial instructional certificate endorsement. Payment/advancement on the guide for credits shall be made by September 15 for spring and summer courses, and February 15 for fall and winter courses. Payments will take place within forty-five (45) days, retroactive to September for spring and summer courses and February for fall and winter courses.

3. The Board of Education will reimburse mileage accrued by employees during a workday at the IRS rate for the length of this contract.

ARTICLE 20: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student behavior shall be reduced to writing by the Chief School Administrator and presented to each teacher at the start of each school year.

ARTICLE 21: BASS RIVER CREDITS

Ten (10) hours of attendance/participation in an activity approved by the Chief School Administrator shall equal one (1) Bass River Credit. Bass River Credits shall be accumulative and be compensated pursuant to Schedule D.

To qualify for a Bass River Credit, an employee must receive the prior approval of the Chief School Administrator to participate in the activity. Only those activities that are related to curriculum, instruction and/or student improvement shall be approved by the C.S.A. The employee may be required to provide proof of attendance to receive the Bass River Credit.

Bass River Credits may or may not count toward the attainment of the required 100 hours of State mandated professional development, depending on the nature of the activity and its relationship to the district's professional development goals. The C.S.A. shall make such a determination within the parameters of the guidelines established by the Professional Teaching Standards Board.

Participation in district sponsored in-house professional development during the regular work day may, depending on the nature of the activity, its relationship to the district's professional development goals and with the approval of the C.S.A., count toward the required 100 hours of State mandated professional development, but shall not count toward compensation on Schedule D.

For Bass River Credits to be applicable to the employee's required 100 hours of professional development, the attainment of such credits must be in keeping with the employee's individual professional improvement plan.

Bass River Credits are not recognized as the equivalent of graduate credits and will not be treated as such should the Board and Association agree to establish column differentials for the attainment stipulated level of graduate credit.

Section C: INSTRUCTIONAL AIDES AND TEACHING ASSISTANTS

ARTICLE 22: INSTRUCTIONAL AIDES and TEACHING ASSISTANTS- HOURS AND SCHEDULES - FULL TIME

- A.** The work year for these full time employees shall consist of one hundred eighty-one (181) days.
- B.** The work week for full-time employees shall consist of thirty (30) hours, Monday through Friday.
- C.** The work day for full-time instructional aides shall be six (6) hours.
- D.** Holidays- The days prior to Thanksgiving and Winter Break shall be 4.5 student hours(5 staff hours) except if Winter Break begins on Monday. In that case, Friday will be a full day.

ARTICLE 23: INSTRUCTIONAL AIDES and TEACHING ASSISTANTS- SICK LEAVE AND PERSONAL LEAVE - FULL TIME

- A.** All full-time instructional aides and teaching assistants shall receive eleven (11) days sick leave and three (3) days personal leave. Such sick leave days shall be allowed to accumulate and be used as needed in subsequent years.
- B.** Instructional Aides and Teacher's Assistants shall receive a thirty (30) minute duty free lunch per day within the contractual day.
- C. Leave Bank**

In the event of a physician documented absence, the board, at its discretion, may continue the current practice of granting additional sick days from an accumulated sick bank consisting of employee donated personal or vacation days.

ARTICLE 24: INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS- HOURS AND SCHEDULES - PART TIME

- A.** The work year for part-time aides and teacher assistants shall be as needed.
- B.** The work week for part-time aides and teacher assistants shall not exceed twenty-four and one half (24-1/2) hours, Monday through Friday.
- C.** Part-time aides and teacher assistants shall receive pro-rated sick days based on the hours worked.
- D.** Teacher assistants shall have at least a minimum of a substitute teacher certificate.
- E.** Part-time employees shall be entitled to all leaves on a pro-rated basis.
- F.** Holidays- The days prior to Thanksgiving and Winter Break shall be 4.5 student hours(5 staff hours) except if Winter Break begins on Monday. In that case, Friday will be a full day.

Section D: CAFETERIA PERSONNEL

ARTICLE 25: CAFETERIA PERSONNEL WORK YEAR

- A.** The work year for all full-time cafeteria personnel shall consist of one hundred eighty-one (181) days.
- B.** The work week for full-time cafeteria personnel shall consist of thirty-five (35) hours, Monday through Friday.
- C.** The work day for full-time cafeteria personnel shall be seven (7) hours.
- D.** Full time cafeteria personnel shall receive a thirty (30) minute duty free lunch per day.
- E.** The work week for part-time cafeteria personnel shall not exceed twenty-four and one half (24-1/2) hours, Monday through Friday.
- F.** Holidays- The days prior to Thanksgiving and Winter Break shall be 4.5 student hours(5 staff hours) except if Winter Break begins on Monday. In that case, Friday will be a full day.

ARTICLE 26: CAFETERIA PERSONNEL - SICK AND PERSONAL LEAVE

- A.** All full-time cafeteria personnel shall receive eleven (11) days sick leave and three (3) days personal leave. Such sick leave days shall be allowed to accumulate and be used as needed in subsequent years.
- B.** Part-time employees shall be entitled to all leaves on a pro-rated basis.
- C. Leave Bank**

In the event of a physician documented absence, the board, at its discretion, may continue the current practice of granting additional sick days from an accumulated sick bank consisting of employee donated personal or vacation days.

Section E: CUSTODIAL PERSONNEL

ARTICLE 27: CUSTODIAL PERSONNEL WORK YEAR

- A. Twelve Month Employees**
For all twelve month employees, the time worked between July 1st of the preceding calendar year and June 30th of the current calendar year will be considered a work year and will be the base period for the calculation of the vacation pay for the current calendar year.

B. Vacation Time

For all twelve month employees, vacations shall be as follows:

1 year service	-	1 week vacation
2 year service	-	2 weeks vacation
5 year service	-	3 weeks vacation
15 year service	-	4 weeks vacation

For custodial employees, the scheduled time for vacations shall be mutually agreed upon among the employees, head custodian, and the Chief School Administrator. Vacation schedule shall be granted based on seniority.

C. Holidays- The days prior to Thanksgiving and Winter Break shall be 4.5 student hours(5 staff hours) except if Winter Break begins on Monday. In that case, Friday will be a full day.

ARTICLE 28: CUSTODIAL PERSONNEL HOURS AND SCHEDULES

- A.** The work week for twelve (12) month custodial employees shall consist of forty (40) hours, Monday through Friday.
- B.** The work day for custodial employees shall be eight (8) hours.
- C.** Payment to custodial personnel for any time worked exceeding forty (40) hours shall be computed at time and one half.
- D.** Custodians shall receive a thirty (30) minute duty free lunch per day

ARTICLE 29: CUSTODIAL PERSONNEL- SICK AND PERSONAL LEAVE

A. Sick and Personal Leave

All twelve month custodial employees shall receive twelve (12) days sick leave and four (4) days personal leave. Such sick leave days shall be allowed to accumulate and be used as needed in subsequent years.

B. Leave Bank

In the event of a physician documented absence, the board, at its discretion, may continue the current practice of granting additional sick days from an accumulated sick bank consisting of employee donated personal or vacation days

ARTICLE 30: CUSTODIAL PERSONNEL - HOLIDAYS

A. Holidays for which the custodial employee shall receive his pay, but for which he cannot be required to work, except in the event of an emergency or if school is scheduled to be opened:

- | | |
|-------------------------------|---------------------------|
| 1. Independence Day | 8. New Year's Day |
| 2. Labor Day | 9. Martin Luther King Day |
| 3. Columbus Day | 10. Presidents Day |
| 4. Veteran's Day | 11. Good Friday |
| 5. Thanksgiving Day | 12. Easter Monday |
| 6. Day after Thanksgiving Day | 13. Memorial Day |
| 7. Christmas Day | |

If the holiday is worked, the custodial employee will receive a vacation day as compensation.

Section F: SALARY GUIDES

ARTICLE 31: SALARY GUIDE A: FOR CERTIFICATED STAFF

Salary Guide for Certificated Staff

<u>STEP</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
1	37,700	39,400	40,500
2	38,250	39,700	41,000
3	39,236	40,250	41,700
4	40,839	41,436	42,250
5	42,251	42,839	43,629
6	44,375	44,551	44,839
7	46,222	46,222	46,851
8	49,254	51,879	48,180
9	50,150	53,250	54,479
10	52,150	57,170	55,925
11	54,470	58,669	59,845
12	55,969	59,915	61,344
13	57,215	65,947	62,590
14	58,881	70,737	68,822
15	63,047		73,612
16	67,837		

ARTICLE 32: SALARY GUIDE B: GUIDES FOR NON-CERTIFICATED STAFF

Salary Guides for Non-Certificated Staff

TEACHING ASSISTANTS

STEP	2003-2004	2004-2005	2005-2006
1	\$11.17	\$11.20	\$11.22
2	\$11.67	\$11.73	\$11.77
3	\$12.17	\$12.25	\$12.33
4	\$12.67	\$12.78	\$12.87
5	\$13.17	\$13.30	\$13.43
6	\$13.67	\$13.83	\$13.98
7	\$14.17	\$14.35	\$14.54
8	\$14.67	\$14.88	\$15.08
9	\$15.17	\$15.40	\$15.64
10	\$15.67	\$15.93	\$16.19

ASSISTANT COOK

	2003-2004	2004-2005	2005-2006
1	\$8.04	\$8.25	\$8.50
2	\$8.50	\$8.44	\$8.67
3	\$9.00	\$8.93	\$8.87
4	\$9.25	\$9.45	\$9.39
5	\$9.50	\$9.78	\$9.93
6	\$9.75	\$9.98	\$10.20
7	\$10.00	\$10.24	\$10.49
8	\$10.25	\$10.50	\$10.76
9	\$10.50	\$10.76	\$11.04
10	\$10.75	\$11.03	\$11.31

INSTRUCTIONAL AIDES

	2003-2004	2004-2005	2005-2006
1	\$8.00	\$8.30	\$8.61
2	\$8.10	\$8.40	\$8.72
3	\$8.27	\$8.50	\$8.83
4	\$8.50	\$8.68	\$8.93
5	\$8.62	\$8.93	\$9.12
6	\$8.80	\$9.05	\$9.39
7	\$10.74	\$9.24	\$9.51
8		\$11.28	\$9.71
9			\$11.86

FOOD SERVICE DIRECTOR

	2003-2004	2004-2005	2005-2006
1	\$13.56	\$13.66	\$13.76
2	\$14.11	\$14.23	\$14.36
3	\$14.66	\$14.86	\$14.96
4	\$15.21	\$15.39	\$15.62
5	\$15.76	\$15.97	\$16.18
6	\$16.08	\$16.55	\$16.78
7		\$16.88	\$17.39
8			\$17.74

PART-TIME CUSTODIAN

	2003-2004	2004-2005	2005-2006
1	\$8.00	\$8.14	\$8.27
2	\$8.25	\$8.40	\$8.56
3	\$8.50	\$8.66	\$8.83
4	\$8.75	\$8.93	\$9.10
5	\$9.00	\$9.19	\$9.39
6	\$9.25	\$9.45	\$9.66
7	\$9.50	\$9.71	\$9.93
8	\$9.75	\$9.98	\$10.21
9	\$9.78	\$10.24	\$10.49
10		\$10.27	\$10.76
11			\$10.79

CUSTODIAN/YEARLY

STEP	2003-2004	2004-2005	2005-2006
1	\$29,799	\$31,079	\$32,443
2	\$29,999	\$31,288	\$32,664
3	\$30,199	\$31,499	\$32,884
4	\$30,399	\$31,709	\$33,105
5	\$30,599	\$31,919	\$33,326
6	\$30,799	\$32,129	\$33,547
7	\$30,999	\$32,339	\$33,768
8	\$31,199	\$32,549	\$33,988
9	\$31,546	\$32,759	\$34,209
10	\$31,746	\$33,123	\$34,430
11	\$31,946	\$33,333	\$34,812
12	\$43,180		
13		\$45,339	
14			\$47,651

ARTICLE 33: GUIDE C: LONGEVITY AND EXTRA CURRICULAR POSITIONS

Longevity

Certificated Staff				Non - Certificated Staff			
	2003-04	2004-05	2005-06		2003-04	2004-05	2005-06
20 years	\$475	\$475	\$475	20 years	\$600	\$600	\$600
25 years	\$625	\$625	\$625	25 years	\$300	\$300	\$300
30 years	\$300	\$300	\$300	30 years	\$150	\$150	\$150
Max.	\$1400	\$1400	\$1400	Max.	\$1050	\$1050	\$1050

Extracurricular Positions

<u>Position</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Teacher-In Charge	\$676	\$706	\$739
Test Coordinator/Ass't Pupil Services	\$1664	\$1739	\$1819
AVA/Computer Coordinator	\$572	\$598	\$625
Newspaper* (Min. 3/Max. 6 Issues)	\$156/Issue	\$163/Issue	\$171/Issue
Yearbook	\$676	\$706	\$739
Instrumental Music After School	\$28.08/hour	\$29.34/hour	\$30.69/hour
Homebound Instruction	\$28.08/hour	\$29.34/hour	\$30.69/hour
Summer Employment	\$28.08/hour	\$29.34/hour	\$30.69/hour
Homework Club	\$28.08/hour	\$29.34/hour	\$30.69/hour
Student Council**	\$2261	\$2363	\$2471
Teacher/Lunch Duty	\$676	\$706	\$739
School Sponsored Trips**	\$28.08/hour	\$29.34/hour	\$30.69/hour

*Requires Superintendent's approval for more than three (3) issues.

**Student Council: This stipend may be divided between a minimum of two (2) and a maximum of five (5) advisors. Advisors will confer with the Superintendent prior to appointment to determine the appropriate split of the stipend.

***School Sponsored Trips that extend beyond the regular work day. Eligibility for this payment requires the prior approval of the Superintendent.

Extra Curricular stipend positions will be paid on December 15 and May 30. Hourly positions will continue to be paid when vouchers are submitted.

ARTICLE 34: GUIDE D - GRADUATE CREDITS/BASS RIVER CREDITS

**GUIDE D
GRADUATE CREDITS/BASS RIVER CREDITS**

Certificated employees are eligible for additional compensation based upon Schedule D-additives for Bass River Credits and/or Schedule E-column differentials for graduate credits. Initially, all certificated employees taking Bass River or Graduate credits will be compensated based on Schedule D until a graduated credit column differential is attained. Once a graduate credit column is claimed, all graduate credits used for that column shall be deleted from the Schedule D credit entitlement and shall only count as additional graduate credit payments. The remaining unclaimed graduate credits shall be paid as BRC credits. Once an MA column differential is reached, additional approved graduate credits earned shall count towards compensation under Schedule D. Payments under this provision shall become part the employee’s base salary for pension purposes.

Examples:

[a] 15 credits: 5 BRC and 10 approved graduate credits-will be paid as 15 credits on Schedule D.

[b] 20 credits: 5 BRC credits and 15 approved graduate credits-will be paid on as 5 credits on Schedule D and as a BA+15

[c] 31 credits: 10 BRC and 21 approved graduate credits-will be paid as 16 credits on Schedule D and as a BA+15 on Schedule E. The employee will have 6 graduate credits towards the achievement of a BA+30 differential that will be paid when an additional 9 approved graduate credits are earned. Any additional BRC credits earned will be paid for on Schedule D.

[d] 65 credits: 24 BRC credits and 41 approved graduate credits (32 of which are an MA program)-will be paid as 30 credits on Schedule D (with 3 credits towards 35 on Schedule D) and as an MA on Schedule E.

Credits	2003-2004	2004-2005	2005-2006
5	312	326	341
10	624	652	682
15	936	978	1023
20	1248	1304	1364
25	1560	1630	1705
30	1872	1956	2046
35	2184	2282	2387
40	2496	2608	2728
45	2808	2934	3069
50	3120	3260	3410
55	3432	3586	3751
60	3744	3912	4092
65	4056	4239	4433
70	4368	4565	4775
75	4680	4891	5116
80	4992	5217	5457
85	5304	5543	5798
90	5616	5969	6139

Graduate Credit Columns:

Shall be established as:

BA+15 at an additional \$1500 above the BA salary

BA+30 at an additional \$2500 above the BA salary (\$1000 above the BA+15 salary)

MA at an additional \$3250 above the BA salary (\$ 750 above the BA+30)

SIGNATURE PAGE

For the Association:

For the Board of Education:

Allyson H. Worrell, *President*

Debbie Wilt, *President*

Robert Schaeffer, *Vice President*

Robert Hines, *Vice President*

Barbara Kraus, *Treasurer*

Sheila Daugherty, *Secretary*

**Bass River Township Public Schools
Appendix 1: Grievance Form**

Grievance Number: Year 03/04 _____

Level Number (Circle the Appropriate Level Number.) **1 2 3 4**

Date of Occurrence: _____

Date of original filing: _____

LEVELS

Dates of decision:

Decision:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

Grievance Statement:

Contractual Citations:

Remedy Sought:

