

Burlington County Special Services School District

Negotiated Agreement
between the
Board of Education
of the
**Burlington County Special Services School
District**
and the
**Burlington County Special Services
Education Association**



Effective July 1, 2015—June 30, 2018

Dr. Christopher M. Manno, Superintendent

Article I
Recognition Agreement
between
Burlington County Special Services Board of Education
and
Special Services Education Association

The Burlington County Special Services Board of Education hereby recognizes the Special Services Education Association as the representative for professional negotiations concerning terms and conditions of employment for all designated personnel in the Burlington County Special Services School District within the scope of N.J.S.A. Title 34:13A-1 et seq.

- “Teachers” which shall include all district personnel working under an instructional certificate and all district personnel working under an educational services certificate as indicated in the list below:
 - Teachers
 - School Nurses
 - Social Workers
 - Speech Therapists
 - Physical Therapists
 - Guidance Counselors
 - Occupational Therapists
 - Educational Interpreters
 - Learning Disabilities Teacher- Consultants
 - School Psychologist
 - Substance Awareness Coordinator
- “Non-certified licensed professionals” which shall include all of the following district personnel:
 - Autism Program Facilitator
 - Registered Nurses
 - Physical Therapy Assistants
 - Occupational Therapy Assistants
- “Support staff” which shall include all of the following non-certified district personnel:
 - Teacher Assistants
 - Cafeteria Head Cooks
 - Cafeteria Assistants

As used hereinafter the term employee shall apply to all members of the bargaining unit. The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

Unless otherwise indicated, the term “teacher,” when used hereinafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit working under either an instructional certificate or an educational services certificate as delineated above.

Unless otherwise indicated, the term “support staff,” when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as both non-certified district personnel and non-certified licensed professionals as delineated above.

Article II

Negotiation of Successor Agreement

The Burlington County Special Services Education Association and the Burlington County Special Services Board of Education agree to enter into negotiations concerning a "Collective Bargaining Agreement" (herein and hereafter referred to as an Agreement) in accordance with N.J.S.A. Title 34:13A-1 et seq. in good faith, concerning the terms and conditions of employment. Such negotiations shall begin not later than the beginning date set by the Rules and Regulations of the Public Employment Relations Commission. Any agreement so negotiated shall apply to members of the negotiating unit, be reduced to writing, and be signed by the Board of Education and the Association.

Each party shall appoint no more than five (5) members to the negotiating team as negotiators and shall have complete control over the selection of their respective teams.

Negotiations

1. The negotiators will be responsible to meet periodically until a "Collective Bargaining Agreement" is reached.
2. All meetings shall be scheduled to take place when negotiators are available and are free from assigned duties.
3. Negotiation sessions shall be less than three (3) hours in length unless it has been mutually agreed to lengthen the session when the meeting is scheduled.

The Board of Education agrees to negotiate with the Association so long as the Association represents the majority of the employees in the unit.

This agreement incorporates the entire understanding of the parties on all matters which were subject to negotiation.

Nothing contained herein shall be contrary to New Jersey School Law.

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.

This "Negotiation Procedure" may be modified in whole or in part when both parties agree in writing to a change in procedure. The new procedure will take effect in a subsequent fiscal year.

Article III

Grievance Procedure

A. Definitions

1. A grievance is a claim based on the interpretation, application, or violation of policies, agreements, and administrative decisions affecting employees of the school district. It does not include:
 - a) the failure or refusal of the Board to renew a contract of a non-tenured employee;
 - b) any claim where a method of review has heretofore been or hereafter is established by law, rule or regulation by way of appeal to any commissioner, commission, board, agency or court, whether said rights having been created for general application (e.g., civil service) or specific application (e.g., to the Commissioner of Education);
 - c) matters where the Board is prohibited by law, regulation or decision from acting;
 - d) matters beyond this contract involving the sole discretion of the Board.
2. Aggrieved person is the person making the claim.
 - a) The Burlington County Special Services Education Association has the right to initiate a grievance based on the interpretation or violation of the negotiated agreement.
3. Representative is an individual selected by the aggrieved person to counsel, advise, and represent him/her. The aggrieved person must be present at all times. The Association will not be responsible for expenses incurred by the aggrieved for the services of a representative unless so authorized by the Association.
4. The Burlington County Special Services Education Association is recognized by the employer for purposes of negotiation under the provision of N.J.S.A. Title 34:13A-1 et seq.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning the employee's welfare or terms and conditions of employment. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedures

Since it is important that grievances be presented 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 specified may, however, be extended by mutual agreement in writing.

Level One

An employee with a grievance shall notify his/her Principal/Supervisor in writing, within seven (7) regular workdays of the grievance, with the objective of resolving the matter informally. The Principal and/or Supervisor shall act on the grievance within five (5) regular workdays after the grievance is submitted in writing.

The involvement of the Principal/Supervisor in the first step of the grievance procedures should be a personal dialogue between the Principal/Supervisor and the employee to resolve the grievance. If an employee wishes representation at this level, written notice must be given to the Principal/Supervisor at least twenty-four (24) hours before the scheduled meeting. The Principal/Supervisor has the right for a second party of his or her choosing to be present at the meeting. Only in the event that the Principal/Supervisor is the subject of the grievance, may the aggrieved take his/her complaint directly to the Superintendent or his/her Designee.

Level Two

If a complaint is not settled by the respective Principal/Supervisor to whom the appeal is made in Level One in five (5) regular workdays, or the aggrieved receives no communication on the resolution of the grievance in five (5) regular workdays after presentation of the grievance, the employee may file his/her grievance in writing within ten (10) regular workdays after the original presentation to the Principal with the Superintendent or his/her Designee.

Such communication should notify the Superintendent whether the aggrieved wishes Association representation to be or not to be present and should be filed with the knowledge of his/her Principal and/or Supervisor that this second step is being taken.

B report from the Principal/Supervisor shall be submitted to the Superintendent in conjunction with the appeal of the employee.

The Superintendent shall act on the grievance within twenty (20) regular workdays.

Level Three

If the aggrieved employee is not satisfied with the Superintendent's decision or if no decision has been rendered within twenty (20) regular workdays after the grievance was received by the Superintendent, the aggrieved employee may arrange an appointment through the Superintendent with the Board of Education for discussion.

This request must be made in writing to the Superintendent, and must be filed within ten (10) regular workdays after the Superintendent's decision or thirty (30) regular workdays after the filing of the grievance. Association representation, at the written request of the aggrieved, may be present at all sessions involving the aggrieved employee and the Board of Education.

The Board of Education shall take action on the grievance in twenty (20) regular workdays or at the next regularly scheduled Board of Education meeting after the written request is received and communicated its decision to the aggrieved employee with a copy to the Association.

Level Four

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) regular workdays or the next regularly scheduled Board of Education meeting after the grievance was delivered to the Board of Education, he/she may, within ten (10) school days after a decision by the Board of Education or forty-five (45) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit grievance to arbitration. A copy of this request shall be delivered to the Superintendent's office.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) regular workdays after receipt of a request by the aggrieved employee.

Within ten (10) regular workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

In the event that the parties cannot agree on the arbitrator within twenty (20) regular workdays, or if the arbitrator does not agree to serve, the parties jointly or either one of them may issue a request for a list of arbitrators from the American Arbitration Association. Upon receipt of said list, each party will separately strike the names of the arbitrators whom they find unacceptable and list numerically the names, if any, of the arbitrators whom they would accept.

The arbitrator who will ultimately be chosen shall be the one, if any, who appears on both acceptable lists with the lowest average number of placement. In the event that there are no arbitrators that are agreeable to the parties, a new list will be requested and the same procedure will be followed until a satisfactory arbitrator is chosen.

The arbitrator so selected shall confer with the representatives of the Board and the aggrieved employee, or at the option of the aggrieved employee, with representatives of his/her Association, and hold hearings promptly and shall issue his decision no later than ten (10) regular workdays from the date of the final statements and proofs on the issues which 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 decision of the arbitrator shall be advisory and nonbinding, but may be made available to the public without consent of the other parties.

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 aggrieved employee, or the Association, if applicable.

- a) **All meetings and hearings under this procedure shall be conducted in private and shall include only such interested parties and their designated or selected representatives heretofore referenced in this section.**

 - b) **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 procedure. If a form has not been agreed upon, a narrative will suffice.**
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Article IV

Employee Rights

Pursuant to N.J.S.A. Title 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental powers 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 303, Public Law 1968 or any other laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee in any way whatsoever because of his or her relationship in the Association.

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

An employee has the right to representation by a member of the association whenever they are required to appear before any administrator, supervisor, board, or committee thereof concerning any matter that is likely to adversely affect the continuation of the employee's employment, or the salary or any increments pertaining thereto. If no representation is present at the start of such a meeting, the employee has the right to request representation or reschedule the meeting.

An employee has the right to expect that criticisms of his/her performance made by a supervisor, administrator, or Board of Education member shall be made in confidence and not in the presence of students or parents at a public meeting.

An employee has the right to request that the Superintendent remove a disciplinary letter from his/her file. The employee shall make the request in writing to the Superintendent who shall have sole discretion to remove or retain the disciplinary letter.

Article V

Association Privileges

- A. The Association, if approved by the Superintendent/Designee, may use school facilities for meetings after school hours, provided that such use shall not interfere with, nor interrupt, normal school operation and does not conflict with any scheduled or emergent use authorized by the Burlington County Board of Education. The facilities usage request requires a five day advance notice to the Superintendent/Designee, unless an emergency arises.**
- B. The Association, upon approval by the Superintendent/Designee, may use school equipment when such equipment is not otherwise in use, and provided that this use will not interfere with, nor interrupt, normal school operation and does not conflict with any scheduled or emergent use authorized by the Board of Education. The Association will pay for the cost of materials and supplies incident to such use. Usage of district equipment will be limited to on-site use only.**
- C. The Association may use the inter-school mail, school mail boxes, school e-mail, and have space allocated on the Burlington County Special Services School District website in order to disseminate information to Association Membership. The content of the material to be disseminated will be submitted to the Superintendent/Designee for approval at least one day prior to the mailing or posting on the website. Such use of these mediums shall not interfere with, nor interrupt, normal school operation. No response by the Superintendent/Designee will be interpreted as approval.**
- D. The Association shall have, in each campus, the use of a bulletin board.**
- E. The Association shall have the right to conduct quarterly meetings beginning at 3:05 p.m., the dates of which will be subject to mutual agreement between the Association and the respective building principals. The Association shall also have the right to cast ballots for election to Association positions, or for other voting purposes, beginning at 2:45 p.m. with the approval of the Superintendent.**

Article VI

Working Conditions

A. Work Year

The work year for employees shall be in accordance with the school calendar established by the Board of Education.

B. Sign in/Out

All employees shall indicate their presence and departure by initialing in the appropriate column of the staff "sign-in/out" sheet. If an employee leaves the building during the school day, he/she will notify the Principal/Designee/Supervisor and sign out at his/her assigned campus and sign back in upon their return.

C. Employee Workday

1. The in-school workday for all teachers as defined in Article I page I of this agreement shall be 7 hours (8:05 a.m. – 3:05 p.m.) which shall include a 35 minute duty free lunch.
 - a. As the administration has the responsibility to ensure the proper supervision of the safety of the children, teachers may be required to stay beyond the workday (currently 3:05 p.m.) in the event of an emergency or lack of sufficient supervision. However, this duty shall not extend for more than thirty (30) minutes beyond the contractual day.
 - b. The pay for this extra duty shall be at the teachers' hourly rate for "after school events" found in Pay Guides (N) of this agreement. The Principal shall do his/her best to ensure that this duty is not assigned repeatedly to the same employee(s).
 - c. This provision shall not apply to a situation in the local community that is beyond the control of the administration. One example of such a situation would be a lockdown ordered by the local police.
2. The Teacher Assistants' in-school workday shall be 7 hours (8:05 a.m. to 3:05 p.m.), which shall include a 35 minute duty-free lunch period.
3. Full-time Cafeteria Head Cooks and Cafeteria Assistants shall work eight and one-half (8 ½) hours per day which shall include a 30 minute duty free lunch. Three ten (10) minutes breaks daily to be scheduled by their supervisor/designee.
4. Employees working a half day (less than 4 hours) will, when reporting to work, adhere to their normal class schedule.
5. Employees may leave the building without requesting permission during their scheduled duty free lunch period, after informing the Principal/Designee/Supervisor and sign out at his/her assigned campus and sign back in upon their return.

6. Employees required to work through their duty-free lunch due to a field trip shall, with the permission of the Principal or his/her designee, be dismissed at 2:30 p.m.

D. Full-time/Part-time Defined

1. The term "full-time" employee shall refer to those regularly employed individuals working a minimum of 30 hours per week.
2. The term "part-time" employee shall refer to those regularly employed individuals working less than 30 hours per week.

E. Professional Responsibility

1. It is recognized that an effective school-community relations program is necessary and essential to continue public confidence and increased support of the school by the community. It is mutually agreed that attendance at those programs already in effect such as Parent-Teacher conferences, Back-to-School Night, Open House, Fairs, Exhibits, Holiday Programs and Musical Programs are a part of a Teacher's/Teacher Assistant's professionalism.
 - a. It is further agreed that Teachers, as part of their professional responsibility, will offer their support and cooperation by their mandatory attendance/participation at Back to School Night and two other school sponsored evening events as designated by the Administration, to ensure an increasingly effective program. Failure to attend the school sponsored evening events without prior Principal/Designee/Supervisor approval will result in the employee either being charged one half (1/2) personal day or docked two hours' pay, the choice of which shall be made by the employee in writing to the principal or designee. Employees will sign in and out to verify attendance.
 - b. It is further agreed that Teacher Assistants, as part of their professional responsibility, will offer their support and cooperation by their mandatory attendance/participation at Back to School Night and one other school sponsored evening event as designated by the administration, to ensure an increasingly effective program. Failure to attend the school sponsored events without prior Principal/Designee/Supervisor approval will result in the employee either being charged one half (1/2) personal day or docked two hours' pay, the choice of which shall be made by the employee in writing to the principal or designee. Employees will sign in and out to verify attendance.
 - c. Should the administration deem it necessary to require a teacher assistant's attendance at an additional evening function,

the administration shall make the request in writing two weeks prior to the event. The rate of pay shall be the flat hourly rate for "after school events" found in Pay Guides (N) of this agreement.

- d. Hourly employees shall not be subject to the requirements listed in Article VI. Paragraph E. (above). Should a hourly employee be asked to attend any such event, they shall be paid a stipend of \$50 for their attendance.
2. If, on occasion, an employee may find it necessary to leave an in-service program or meeting prior to its conclusion, due to an emergent situation or personal problem, he/she shall request such leave from his/her Principal/Designee/Supervisor and such leave may be granted if good cause is shown.
 3. On Fridays, and days of the three evening events, and any prior to a day that the school is closed, as per the Board of Education approved school calendar, Teachers and Teacher Assistants may leave at 2:30 p.m. (after departure of students) and only when all professional responsibilities have been met.
 4. Employees may be required to remain after the end of the regular workday, (currently 3:05 p.m.), without additional compensation, for the purpose of attending meetings in cases of emergency as required by the Principal/Designee/Supervisor. These meetings shall be limited to thirty (30) minutes. Emergency meetings lasting longer than thirty (30) minutes shall be paid at the employees' hourly rate as designated in "after hours events" in Pay Guides (N) of this agreement.
 5. New personnel may be required to attend three (3) days of unpaid orientation during the last full week of August; new personnel hired after the start of the school year shall participate in unpaid orientation the following summer.

F. Uniforms

1. The Board shall provide all Head Cooks and Cafeteria Assistants with the following each year:
 - Trouser allowance - \$160.00 each year
 - Eight (8) shirts each year
 - Shoe allowance - \$200 each year
 - Five (5) aprons
2. The Board of Education will order all uniforms by June 1 of each school year.

G. Head Cooks Salary Calculation

For Head Cooks: (10 Month) per diem will be calculated by dividing the annual contracted salary by 200 days. Annual contracted salary is defined as that amount which appears on the signed annual agreement.

H. Food Handling Training

To assure the health and welfare of students and staff, Head Cooks and Cafeteria Assistants shall commit to four (4) hours of in-service training per year on the proper handling and preparation of food.

This in-service training will be held during the regular workday and the cost of such in-service will be borne by the school district.

Every effort will be made to provide this training during a district inservice day; however, Head Cooks/Cafeteria Assistants may be required to attend an off-site in-service if it best meets the needs of the district.

Article VII

Preparation Time Certificated Staff

The Board of Education and the Superintendent recognize the teachers' need for preparation time. The individual Principal/Supervisor, when scheduling, will take into consideration preparation for each teacher. The Principal/Supervisor shall be responsible to schedule preparation time that the teacher may have, especially when the teacher's class is scheduled for a special class of some type.

- A. During the term of this contract all full-time teachers will receive one (1) thirty-five (35) minute preparation period per day for a maximum of five (5) preparation periods per week.
- B. The Principal/Supervisor, at his/her discretion, may schedule two (2) faculty meetings per month in lieu of prep time.
- C. Every effort will be made to schedule school business meetings in such a manner as not to interfere with teachers' scheduled prep time.
- D. The Administration will make every effort when deemed appropriate to provide release time for those teachers who are required to compile Alternative Proficiency Assessments (APA) during the APA collection period.
- E. While the Administration makes every effort to plan in-service days that meet both state obligations and district needs for as many employees as possible, there are times when these days do not meet the unique needs of the district's licensed professionals who are required to accrue CEU's to maintain their licenses. At the discretion of the Superintendent or his/her designee with his/her pre-approval, these employees may be excused from district in-service activities to work on their CEU's. These employees shall be required to provide appropriate documentation of their progress to the Superintendent or his/her designee.

Article VIII
Leaves of Absence

A Sick Leave

1. Sick Leave is to be used for absences required because of personal disability due to illness or injury or because of medical exclusion from school due to a contagious disease. All ten (10) month contracted employees shall be allowed sick leave with full pay for ten (10) school days in any school year. All twelve (12) month contracted employees shall be allowed sick leave with full pay for twelve (12) school days in any school year.
2. Unused sick days shall be accumulated from year to year with no maximum limit. Once an employee utilizes a sick day, that sick day will not be changed to a personal day. The Board of Education will notify all employees by October 30th of each school year, in writing, of their accumulated sick leave if that information has not already been provided to them through EDUMET, the district's electronic personnel system.

For the purpose of sick day accumulation, when an employee leaves early due to sickness, sick days shall be deducted as follows:

- Before 11:20 a.m. = Full Day
- After 11:20 a.m. = One-half day

Those employees not using any sick days during the school year will receive two (2) extra sick days to be added the following school year to the employee's accumulated sick days. An honorarium of \$150.00 will be awarded to those employees achieving perfect attendance (no use of sick or personal days).

B. Disability Leave

1. Disability leave (including pregnancy) shall be guided by terms and conditions governing leaves of absence as set forth in N.J.S.A. 18A:30-1 et seq.
2. An employee who anticipates a disability because of anticipated surgery, hospitalization or pregnancy shall apply to the Board no later than ninety (90) calendar days, if possible, prior to such disability.
 - a) At the time of such notice, the employee shall request either a leave of absence for the period of disability for which accumulated sick leave may be utilized or an unpaid leave of absence.
 - b) Any employee granted a disability leave because of pregnancy, childbirth or related medical conditions may elect sick leave during this period of disability if certified by the attending physician. Such time shall not

exceed thirty (30) calendar days prior to and thirty (30) calendar days after childbirth.

- c) An employee on a period of disability shall be entitled to sick leave with the accrual of all insurance benefits.
- d) To be eligible for a salary increment, credit toward longevity payment (if applicable) and seniority status, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. There shall be no fractional step salary adjustments. The use of accrued sick or personal days will be credited towards the required ninety (90) days.
- e) The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity, provided that such date change is not medically contraindicated.
- f) Before the return from a disability leave of absence, the employee shall provide a physician's certificate stating that the employee is physically able to resume his/her duties on the date requested by the employee.

3. Cashing in Accumulated Sick Leave

Upon retirement an employee who has been employed for fifteen (15) years in the district shall be eligible for payment for unused sick leave.

Payment shall be made to an employee by the Board of Education for all of that employee's unused accumulated sick leave upon an official retirement which has been approved by the New Jersey Division of Pensions. Such payment shall be made at the retiree's daily rate of pay at the date of retirement for each unused sick leave day. Daily rate of pay is defined as $1/200^{\text{th}}$ of a ten (10) month employee's salary and $1/240^{\text{th}}$ of a twelve (12) month employee's annual salary. To be eligible for the payment, an employee must notify the Board of the intention to retire on or before January 1st of the contract year in which the retirement is to occur in order to be eligible for payment by June 30th. Employees who notify the Board after January 1st shall receive payment as soon as possible after July 1st.

If an employee retires prior to June 30, sick and personal days will be prorated for that year.

Payment for accumulated sick days will be as follows:

- Less than 151 days = 25% of daily rate for all accumulated days

- Greater than 150 days = 30% of daily rate for all accumulated days

The Board of Education's maximum allocation for each employee shall be capped at fifteen thousand dollars (\$15,000.00) for their accumulated sick days at the time of retirement.

C. Bereavement Leaves of Absence

1. Death in the immediate family, four (4) days total. Immediate family shall include parents, grandparents, parents-in-law, legal guardians, spouses, children, grandchildren, brothers and sisters, step-parents, step-siblings, and step-children.
 - a. The four (4) bereavement days must be completed within eight (8) calendar days excluding weekends and including holidays of the death of the immediate family member. In the event of the death of another immediate family member, the same process will be applied upon valid certification.
 - b. Employees may be granted non-consecutive leave to be utilized within thirty (30) days of the death of an immediate family member providing the employee has obtained the pre-approval of the Superintendent of Schools or his/her designee. The employee shall provide sufficient rationale and documentation of the need for such non-consecutive leave in writing to the Superintendent of Schools or his/her designees. Such a request must be made within four (4) calendar days of the death of the family member.
2. Death of a relative not in the immediate family one (1) day total. The one (1) bereavement day must be completed within eight (8) calendar days excluding weekends and including holidays of the death of the relative.
3. Documentation must be submitted to verify death of family member or relative, i.e.; death notice or valid certification.

D. Personal Days

1. The Board will provide for four (4) personal days at full pay during any one school year for personal business that cannot be conducted outside of school hours. Requests for a personal day must be submitted using the proper electronic procedure, four (4) days in advance to the Principal/Supervisor for review and submitted to the Superintendent/Designee for approval. When a request for personal days falls within these guidelines, no explanation is required on the request form. In the case of an emergency whereas an employee cannot provide the required four (4) days' notice, a return from absence form must be submitted on the proper form indicating "emergency personal", to the Principal/Supervisor for review and submitted to the Superintendent for approval. No unused personal days shall be accumulated for use in another school year. When an employee obtains approval for a personal day or takes an emergency personal day, that personal day cannot be changed to a sick day.

The use of Personal Days will be calculated as follows:

- Before 11:20 a.m. - Full day
- After 11:20 a.m. - One-half day

2. Unused personal days will be automatically accumulated as sick days at the end of the school year, one (1) day for each one (1) not taken, unless the employee has designated to set aside these days for accumulation in the employee's personal day account.
 - a. Employees must designate the number of unused personal days they intend to carry over in their personal day account by May 31st of the current school year using the appropriate electronic form.
 - b. An employee is limited to carrying over a maximum of five (5) total accumulated personal days in his/her account in any given year. (On September 1, the combined accounts could be as large as nine (9) days, but by June 30 the accumulated accounts could be no larger than five (5) days). Any personal days that an employee designates to carry over in excess of this account limit would automatically be converted instead to the employee's sick day account at the end of the year.
 - c. An employee who fails to meet the May 31st deadline for saving personal days shall have their remaining personal days automatically converted instead to the employee's sick day account at the end of the year.
 - d. An individual's current year balance must be used first.

E. Professional Days

1. The Board of Education recognizes that Teachers need the opportunity to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties. For this reason, and during the length of this contract, a Teacher will be entitled to one (1) professional day per academic year. Any request must be submitted using the proper electronic procedure or current district form, prior to the requested professional day.
2. The Board agrees to pay up to \$200.00 for Teachers and \$150.00 for Support Staff of the cost of one professional day which a Teacher may attend as part of his/her continuing education plan.
3. The Board of Education recognizes that quality professional development should also be made available to support staff. As such, support staff shall be entitled to a maximum of one (1) professional day per academic year subject to the following conditions:
 - a. Written pre-approval from the Superintendent or his/her designee.
 - b. No more than five (5) support staff from any particular building/campus shall be eligible for said professional development during the course of the year for a district maximum of twenty (20) days.
 - c. District-wide, no more than five (5) support staff shall be eligible for said professional development on any given day.
 - d. A maximum pool of \$3,000 dollars shall be made available to be support staff for reimbursement for registration at approved professional development workshops with a maximum of \$150 per individual.

F. Sabbatical Leave

1. A sabbatical leave with pay may be granted to a Teacher for professional study, or for travel combined with professional study under the auspices of a college or university, or for other reasons which the Board may consider to be of value in improving instruction in the school district, subject to the following regulations and conditions:
 - a) A leave shall be granted for one-half (½) or one (1) school year only, September through June.

- b) **Sabbatical leave will not be granted to Teachers employed under an emergency or provisional certificate.**
- c) **Sabbatical leave may be granted only to Teachers who have completed seven (7) consecutive full-time years of service in the school district, prior to the effective date of said leave, or since his/her last sabbatical leave.**
- d) **Sabbatical leaves will be granted to no more than two (2) Teachers in the district at any one time. If more than two (2) Teachers request such leave, selection shall be made on the basis of seniority.**
- e) **A Teacher on sabbatical leave will receive fifty percent (50%) of his/her contract salary. In each year the contract salary is what he/she would have received had he/she remained on active duty, less such deductions as may be required by Board policies, rules and regulations, State and Federal statutes, the rules or regulations of the State Board of Education and Commissioner of Education, and the terms of this agreement.**
- f) **The payment of salary for a Teacher on sabbatical leave will be made in accordance with regular payroll dates.**
- g) **Before receiving sabbatical leave, the Teacher shall agree, in writing, with the Board that he/she will meet the conditions herein prescribed and that he/she will return to regular service with the Board after expiration of said leave for a period of not less than two (2) full school years and, that in the event of breach of said agreement by the Teacher, all sums paid the Teacher during the leave shall become due and payable immediately to the Board in proportion to the unfulfilled portion of the two (2) years commitment, except that such provision shall not apply in the event of temporary or permanent disablement upon return to duty, nor shall it apply to the estate in the event of death.**
- h) **Application for sabbatical leave shall be made by January 1st in the school year preceding the sabbatical leave. The application must include a carefully developed plan of study, or travel combined with study. Evidence that the Teacher has been accepted into a program shall be presented to the Board no later than April 1st in the school year preceding the sabbatical leave.**
- i) **The leave will be for study in the field of the Teacher's subject area or certification.**
- j) **At the beginning of each semester, the Teacher must submit evidence of registration in an approved college or university. The Teacher shall be enrolled in sufficient number of courses to meet the full-time requirements of the college or university.**

- k) Regular attendance in the planned program of the college or university is required. If the Teacher on sabbatical leave fails to meet the attendance requirements of the college or university or withdraws from the program, or demonstrates unsatisfactory progress in his/her program, he/she shall immediately notify the Board of Education at which time all payments for sabbatical leave will be terminated, and the Teacher continues on sabbatical leave without pay.
- l) At the conclusion of each semester, the Teacher shall submit transcripts of credits indicating satisfactory progress.
- m) The Teacher granted a sabbatical leave shall be eligible for the following employment considerations upon return:
 - i) The salary increment will be added as if he/she had been in the Board's active employ during the time of such leave.
 - ii) Accumulated sick leave held immediately prior to such leave shall be retained.
- n) The Teacher's return to the same campus, grade, or assignment held prior to the granting of leave will not be guaranteed, except the Teacher shall be returned to a position of like nature, status, and pay.
- o) At the conclusion of the leave of absence, the employee shall submit a written report to the Board of Education through the Superintendent containing all the pertinent data and information on the activities during the sabbatical leave in verification of the stated purposes made in the original application.
- p) If the Board finds the report does not verify the approved State program, the Board, at its discretion, may seek reimbursement of up to one-half (½) the amount the district paid the employee while on sabbatical leave.

G. Other Leaves

- 1. Other leaves of absence, with or without pay, may be granted by the Board, upon recommendation by the Superintendent for good reason.

2. All such requests must be approved in advance by the Superintendent upon recommendation of the Building Principal.
3. To be eligible for a salary increment, credit toward longevity payment and seniority status, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. (No fractional step salary adjustments).
4. The Board of Education reserves the right to regulate the commencement and termination dates of other leaves of absence in order to preserve educational continuity,

H. Child Rearing Leave

The Board of Education, upon the recommendation of the Superintendent, shall grant an unpaid child rearing leave of absence of not more than one year to any employee, upon request, subject to the following conditions:

1. At the time of the application, the employee shall specify, in writing, the date on which the leave of absence is to commence and the date on which he/she wishes to return to work. The leave shall commence on the date requested by the employee, if the request is supported by a written statement from the employee's attending physician, to the Superintendent stating the anticipated date of delivery. The Board may adjust the requested leave dates upon finding that the dates would substantially interfere with the administration of the school. The employee on a voluntary child rearing leave of absence is not eligible for sick leave pay when disability occurs.
2. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons, upon application by the employee to the Board, provided the application for such extension or reduction is made at least thirty (30) days prior to the original commencement or termination date, unless a medical emergency develops to invalidate the 30 day limit, in which case a physician's certificate is required in the case of such an emergency. Such extension or reduction may be granted by the Board for a reasonable period of time, except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such change is not medically contraindicated. The Board may require an employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician. If there is a disagreement between doctors, a third neutral doctor appointed by the County Medical Society or by the two doctors themselves can issue a final binding opinion.

3. **During the unpaid child rearing leave, the employee shall not be eligible to receive benefits, except at the employee's expense.**
4. **Upon return from a child rearing leave of absence, the employee shall be reinstated in the same position or other position for which he/she is certified/qualified if said employee returns to work within one year and a day from the date of the commencement of said leave.**

5. **Before return from a child rearing leave of absence, the employee shall provide a written statement to the Superintendent/Designee stating the date he/she wishes to return to work. Such statements shall be submitted to the Superintendent/Designee not later than thirty (30) days prior to the date requested to return to work.**
6. **To be eligible for a salary increment, credit toward longevity payment and seniority status, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. There shall be no fractional step salary adjustments.**
7. **The Board of Education reserves the right to regulate the commencement and termination dates of child rearing leaves in order to preserve educational continuity.**

Article IX

Salaries

A. Payment Plans

All ten (10) month employees will receive twenty (20) equal paychecks distributed throughout the ten (10) working months.

B. Pay Dates

When a pay date falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous working day. First pay date being September 15th and the last pay date will be June 30th.

Every effort will be made to release paychecks to employees before the first lunch period during the school year.

C. Placement on Salary Guide

1. The Superintendent may give credit for placement on the salary schedule for past service of an applicant for employment in this district on the basis of one year credit for each year of experience in the same or a related area. Teachers experience must be in a public school located in this State or in any State or territory under USA jurisdiction and for service in the military of this country, one year of credit on schedule for each year served, to a maximum of four years.
2. As of 6/30/04 employees on the salary guide will remain permanently on the guide thereafter.

D. Deductions from Salary

The Board agrees to deduct from the salaries of these employees dues for the Burlington County Special Services Education Association, the New Jersey Education Association, or the National Education Association as said employees, individually and voluntarily, authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Law of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Such monies, together with current records of any corrections, shall be transmitted to such persons as may from time to time be designated by the Burlington County Special Services 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. 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.

Any employee may have voluntary deductions, other than association dues, discontinued at any time upon forty-five (45) days written notice to the Board.

E. Withhold of Increments

The Board of Education reserves the right to withhold increments and adjustments in any given year with due notice to the employee at least 60 days prior to contract renewal on May 15th.

F. Payment of Salaries/Wages

1. Teachers and Teacher Assistants shall be paid on an annual basis with said payment being paid in accordance with the pay guide.
2. Cafeteria Assistants shall be paid on an hourly basis for the actual number of hours worked each week with said payment being paid in accordance with the pay guide.
3. Head Cooks shall be paid on an annual basis with said payment being paid in accordance with the pay guide.
4. Per diem rate defined as follows:
 - Twelve (12) month employee - 1/240 of annual salary
 - Ten (10) month employee - 1/200 of annual salary

G. Actual Hours Worked

For the full time employees working less than a full workday, the respective per diem rates for said employees shall be paid on a pro-rata basis based upon the number of hours actually worked. To determine the hourly rate, divide annual salary by 200 days and divide the daily rate by 7 hours.

H. Overtime

Work in excess of forty (40) hours per week for full-time personnel shall be paid at the rate of one and one-half (1 ½) times the regular salary. It is agreed between the parties for personnel that any work to be paid after thirty (30) hours shall be at the regular hourly rate until the forty (40) hours are reached. All overtime shall be voluntary and mutually agreed to by the employee and the immediate supervisor except in cases of an emergency when overtime may be required by the Superintendent/Designee. Overtime shall not apply to those situations set forth in Article VI, paragraph C.

The Board of Education shall have the sole and exclusive right to determine the number of working hours for each support staff member. The Board of Education shall be under no obligation to employ any "full-time" employees and may employ all employees on "part-time" basis.

I. Termination of Employment

Either the individual Teacher Assistant, Cafeteria Assistant or Head Cook or the Board may terminate the individual's contract by giving fourteen (14) calendar days' notice to the individual or Board respectively. The fourteen (14) calendar days' notice provision, however, is not applicable where the employee is discharged or suspended due to misconduct. When support staff are dismissed, they shall receive written notice of such action. Support staff may request, within fourteen (14) calendar days of the notice, a statement of reasons for the dismissal from the Superintendent/Designee within fourteen (14) calendar days of the request. The notice provisions of this paragraph in no way affects the ability of the Superintendent/Designee to dismiss support staff even though he/she has not yet received the statement of reasons for such dismissal.

J. Extended School Year

The Burlington County Special Services School District may operate an Extended School Year. It will be optional for all employees to choose to work the Extended School Year. Criteria for staff selection will be:

1. District Seniority;
2. Where classification and the needs of the student dictates as determined by the Superintendent/Designee;
3. Consideration for One-on-One Assistants will be given based on the student's IEP to promote continuity of instruction;
4. Employee performance and attendance record during the regular school year.

In this process, a Teacher/Teacher Assistant may be chosen even though he/she may have less seniority than those who have applied. Additional consideration may also be given to the applicant's past performance in the Extended School Year.

Compensation – Extended School Year

1. For the Extended School Year sessions 2015-2018, salaries for certificated staff shall be calculated in accordance with the following schedule of hourly rates to be posted:

Teachers/Certified Staff:	2015-2016	2016-2017	2017-2018
Step 1-14:	\$266/day	\$271/day	\$276/day
Step 15-Off:	\$283/day	\$288/day	\$293/day
NonCertified Licensed Professionals (NCLP)			
Step 1-14:	\$140/day	\$143/day	\$146/day
Step 15-Off:	\$148/day	\$151/day	\$154/day
Teachers Assistant: 4.75 hours/day			
Step 1-12:	\$89/day	\$91/day	\$93/day
Step 13-Off:	\$93/day	\$95/day	\$97/day

2. There will be no compensation for any day not worked during the Extended School Year.

K. Extra-Curricular Stipends

Both the employees and the Board of Education recognize the importance of the involvement of the faculty and support staff in all aspects of the school program and activities. Extra-curricular appointments will be made by the Board of Education on the recommendation of the Superintendent/Designee and compensation will be as follows. Stipends include all activities, practices, competitions and overnight events.

	Title	2015-2016	2016-2017	2017-2018
1.	Nursing Coordinator	\$2,200 per annum	\$2,250 per annum	\$2,300 per annum
2.	Performing Arts Director	\$2,700 per annum	\$2,750 per annum	\$2,800 per annum
3.	Performing Arts - Assistant	\$2,200 per annum	\$2,250 per annum	\$2,300 per annum
4.	Horticulture Coordinator	\$4,000 per annum	\$4,050 per annum	\$4,100 per annum
5.	Special Olympics Coordinator	\$2,800 per annum	\$2,850 per annum	\$2,900 per annum
6.	Special Olympics Swim Team Head Coach	\$2,200 per season	\$2,250 per season	\$2,300 per season
7.	Special Olympics Swim Team Assistant Coach	\$1,700 per season	\$1,750 per season	\$1,800 per season
8.	Special Olympics Sporting Event Head Coach Max 4	\$1,500 per sport max 4	\$1,550 per sport max 4	\$1,600 per sport max 4
9.	Special Olympics Sporting Event Assistant Coach Max 4	\$1,100 per sport max 4	\$1,150 per sport max 4	\$1,200 per sport max 4

10.	Team Leader	\$3,500 per annum	\$3,550 per annum	\$3,600 per annum
11.	Yearbook Coordinator (District)	\$1,800 per annum	\$1,850 per annum	\$1,900 per annum
12.	Yearbook Coordinator - Campus	\$1,500 per annum	\$1,550 per annum	\$1,600 per annum
13.	Yearbook Assistant - Campus	\$1,100 per annum	\$1,150 per annum	\$1,200 per annum
14.	Bell Choir – Assistant	\$500 per annum	\$525 per annum	\$550 per annum
15.	Campus Crisis Team Leader 1 per campus	\$1,500 per annum	\$1,550 per annum	\$1,600 per annum
16.	Campus Crisis Team Member 2 max per campus	\$1,000 per annum	\$1,050 per annum	\$1,100 per annum
17.	After Hours Job Coach	\$19.00 per hr	\$19.50 per hr	\$20.00 per hr

L. Liability Insurance Coverage

The Board shall maintain liability insurance on a secondary basis to an employee's own automobile policy to cover damages incurred for any act or omission arising out of the authorized use of the employee's own automobile in the performance of conducting school business. Mileage reimbursement when conducting school business in the employee's own vehicle shall be based on IRS reimbursement rates.

M. Longevity

Longevity payments will be made on a pro-rated basis beginning on the first day of the anniversary date and will be in addition to the employee's annual salary. Employees hired after June 30, 2004 shall not be entitled to this longevity.

Longevity at the beginning of the:	Teacher	Teacher Assistant	Cafeteria Assistant	Head Cook
5 th year	\$550	\$550	\$550	\$550
10 th year	\$1,100	\$1,100	\$1,100	\$1,100
15 th year	\$1,700	\$1,700	\$1,700	\$1,700
20 th year	\$2,350	\$2,350	\$2,350	\$2,350
25 th year	\$3,000	\$3,000	\$3,000	\$3,000
30 th year	\$3,600	\$3,600	\$3,600	\$3,600

N Pay Guides

	TITLE	2015-2016	2016-2017'	2017-2018
1	Detention - After School & Saturday (per person)	\$28 per hr	\$29 per hr	\$30 per hr
2	Home Instruction	\$35 per hr	\$36 per hr	\$37 per hr
3	IEP Computing Processing After School Hours with prior approval by the Superintendent	\$51 per IEP	\$52 per IEP	\$53 per IEP
4	Respite Recreation Leader	\$30 per hr	\$31 per hr	\$32 per hr
5	Respite Worker	\$25 per hr	\$26 per hr	\$27 per hr
6	Overnight Trip Chaperone (Currently Senior Trip, per person) Future overnight trips not covered elsewhere in contract. Timeline is from school departure, one night out and return to school the next day	\$350 per night	\$360 per night	\$370 per night

7	Special Events Coordinator (Prom planning, Holiday Show director, other events as determined by the Superintendent) per person	\$750 per event Max of 5	\$760 per event Max of 5	\$770 per event Max of 5
8	Pay for After Hour Events (Certificated Staff)-Including such items as: extended meetings, late buses, student hospital trip, non-contractual evening events, additional pay for after hours health services for providing direct nursing care	\$35 per hr	\$36 per hr	\$37 per hr
9	Pay for After Hour Events (Support Staff)-Including such items as: extended meetings, late buses, student hospital trip, non-contractual evening events.	\$25 per hr	\$26 per hr	\$27 per hr
10	Workshop Presenter - After School Hours (Certificated Staff)- also includes health services training such as CPR and First Aid Training	\$51 per hr	\$52 per hr	\$53 per hr
11	Workshop Presenter - After School Hours (Support Staff)	\$35 per hr	\$36 per hr	\$37 per hr
12	Workshop Preparation (Certificated Staff) Compensation for preparation for in-school presentation with prior administrative approval. Prep must be done after school hours, maximum of two 2 hours.	\$51 per hr	\$52 per hr	\$53 per hr
13	Workshop Presenters (Support Staff) - Prep compensation for in school presentation with prior Administrative approval. Prep must be done after school hours, maximum of two 2 hours.	\$35 per hr	\$36 per hr	\$37 per hr
14	Substitute Rate (see Language below)	\$50 per day	\$50 per day	\$50 per day
15	Writing Curriculum	\$35 per hr	\$35 per hr	\$35 per hr

Compensation for Substitute Certification:

1. Teacher Assistants who are reassigned at the direction of the administration to be utilized as substitute teacher shall be paid \$50 for the assignment, in addition to their regular daily pay. This rate shall remain the same whether the Aide is used for only one period or an entire day.
2. Teacher Assistants who possess a substitute certificate shall not have the right to refuse to be reassigned for use as a substitute as outlined in the provision above.

**Teachers Salary Guides
2015/2016**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	53,417	54,651	56,501	57,385	58,968	60,819
2	54,330	55,585	57,467	58,347	59,978	61,861
3	55,258	56,535	58,450	59,346	61,005	62,921
4	56,338	57,641	59,595	60,507	62,200	64,154
5	57,774	59,076	61,031	61,941	63,636	65,590
6	59,208	60,512	62,466	63,378	65,071	67,025
7	60,654	61,956	63,910	64,823	66,516	68,471
8	62,154	63,460	65,418	66,332	68,028	69,986
9	63,662	64,970	66,932	67,846	69,546	71,508
10	65,053	66,360	68,322	69,238	70,938	72,901
11	66,442	67,749	69,711	70,626	72,327	74,289
12	67,834	69,140	71,103	72,019	73,719	75,680
13	69,389	70,700	72,667	73,585	75,288	77,255
14	70,780	72,091	74,058	74,977	76,681	78,647
15	72,178	73,490	75,456	76,373	78,078	80,044
16	73,568	75,535	77,503	78,420	80,124	82,091
17	75,291	77,263	79,237	80,157	81,866	83,840
18	76,786	78,762	80,734	81,654	83,365	85,337
19	79,440	82,075	84,050	86,156	87,473	88,920
20	81,173	83,806	85,781	87,867	89,203	90,652
21	83,699	87,022	89,017	91,144	92,474	93,935
22	85,796	89,127	91,125	93,257	94,589	96,055
23	88,680	92,032	94,043	96,187	97,527	99,002

*Off Guide receives \$1,274 in 2015-2016; \$520 in 2016-2017; \$616 in 2017-2018

**Teachers Salary Guides
2016/2017**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	53,417	54,651	56,501	57,365	58,968	60,819
2	54,330	55,585	57,467	58,347	59,978	61,861
3	55,258	56,535	58,450	59,346	61,005	62,921
4	56,338	57,641	59,595	60,507	62,200	64,154
5	57,774	59,076	61,031	61,941	63,636	65,590
6	59,208	60,512	62,466	63,378	65,071	67,025
7	60,654	61,956	63,910	64,823	66,516	68,471
8	62,154	63,460	65,418	66,332	68,028	69,986
9	63,662	64,970	66,932	67,848	69,546	71,508
10	65,053	66,360	68,322	69,238	70,938	72,901
11	66,442	67,749	69,711	70,628	72,327	74,289
12	67,834	69,140	71,103	72,019	73,719	75,680
13	69,389	70,700	72,667	73,585	75,288	77,255
14	70,780	72,091	74,058	74,977	76,681	78,647
15	72,178	73,490	75,456	76,373	78,078	80,044
16	73,568	75,535	77,503	78,420	80,124	82,091
17	75,291	77,263	79,237	80,157	81,866	83,840
18	76,788	78,762	80,734	81,654	83,365	85,337
19	79,440	82,075	84,050	86,156	87,473	88,920
20	81,173	83,806	85,781	87,887	89,203	90,652
21	83,699	87,022	89,017	91,144	92,474	93,935
22	85,786	89,127	91,125	93,257	94,589	96,055
23	88,913	92,265	94,276	96,420	97,760	99,235

*Off Guide receives \$1,274 in 2015-2016; \$520 in 2016-2017; \$616 in 2017-2018

**Teachers Salary Guides
2017/2018**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	53,417	54,651	56,501	57,365	58,968	60,819
2	54,330	55,585	57,467	58,347	59,978	61,861
3	55,258	56,535	58,450	59,346	61,005	62,921
4	56,338	57,641	59,595	60,507	62,200	64,154
5	57,774	59,076	61,031	61,941	63,636	65,590
6	59,208	60,512	62,466	63,378	65,071	67,025
7	60,654	61,956	63,910	64,823	66,516	68,471
8	62,154	63,460	65,418	66,332	68,028	69,986
9	63,662	64,970	66,932	67,846	69,546	71,508
10	65,053	66,360	68,322	69,238	70,938	72,901
11	66,442	67,749	69,711	70,626	72,327	74,289
12	67,834	69,140	71,103	72,019	73,719	75,680
13	69,389	70,700	72,667	73,585	75,288	77,255
14	70,780	72,091	74,058	74,977	76,681	78,647
15	72,178	73,490	75,456	76,373	78,078	80,044
16	73,568	75,535	77,503	78,420	80,124	82,091
17	75,291	77,263	79,237	80,157	81,866	83,840
18	76,788	78,762	80,734	81,654	83,365	85,337
19	79,440	82,075	84,050	86,156	87,473	88,920
20	81,173	83,806	85,781	87,887	89,203	90,652
21	83,699	87,022	89,017	91,144	92,474	93,935
22	85,796	89,127	91,125	93,257	94,589	96,055
23	89,816	93,168	95,179	97,323	98,663	100,138

*Off Guide receives \$1,274 in 2015-2016; \$520 in 2016-2017; \$616 in 2017-2018

**Teacher Assistant Salary Guide
2015/2016**

Step	HS	HS 30	HS 60	HS 90	BA
1	14,320	14,390	20,154	22,460	22,532
2	14,563	14,634	20,499	22,845	22,919
3	14,810	14,882	20,850	23,237	23,312
4	15,098	15,171	21,258	23,693	23,769
5	15,653	15,721	21,733	24,024	24,104
6	16,207	16,272	22,209	24,352	24,439
7	16,763	16,822	22,681	24,685	24,773
8	17,318	17,374	23,158	25,017	25,109
9	17,876	18,007	23,633	25,347	25,447
10	18,433	18,650	24,101	25,685	25,782
11	18,991	19,294	24,552	26,009	26,224
12	19,559	19,929	25,037	26,339	26,664
13	20,134	20,587	25,527	26,683	27,125
14	20,701	21,228	26,001	27,010	27,569
15	21,265	21,851	26,472	27,332	28,357
16	21,851	22,793	27,474	28,299	28,854
17	22,438	23,792	28,341	29,431	29,698
18	23,081	24,740	29,529	30,637	31,005
19	23,792	25,682	30,247	31,276	31,891
20	24,512	26,682	31,364	32,244	32,969
21	25,454	27,611	32,502	33,048	33,832

*Off Guide receives \$449 in 2015-2016; \$203 in 2016-2017; \$205 in 2017-2018

**Teacher Assistant Salary Guide
2016/2017**

Step	HS	HS 30	HS 60	HS 90	BA
1	14,320	14,390	20,154	22,460	22,532
2	14,563	14,634	20,499	22,845	22,919
3	14,810	14,882	20,850	23,237	23,312
4	15,098	15,171	21,258	23,693	23,769
5	15,653	15,721	21,733	24,024	24,104
6	16,207	16,272	22,209	24,352	24,439
7	16,763	16,822	22,681	24,685	24,773
8	17,318	17,374	23,158	25,017	25,109
9	17,876	18,007	23,633	25,347	25,447
10	18,433	18,650	24,101	25,685	25,782
11	18,991	19,294	24,552	26,009	26,224
12	19,559	19,929	25,037	26,339	26,664
13	20,134	20,587	25,527	26,683	27,125
14	20,701	21,226	26,001	27,010	27,569
15	21,265	21,851	26,472	27,332	28,357
16	21,851	22,793	27,474	28,299	28,854
17	22,436	23,792	28,341	29,431	29,698
18	23,081	24,740	29,529	30,637	31,005
19	23,792	25,682	30,247	31,276	31,891
20	24,512	26,682	31,364	32,244	32,969
21	25,558	27,715	32,608	33,152	33,936

*Off Guide receives \$449 in 2015-2016; \$203 in 2016-2017; \$205 in 2017-2018

**Teacher Assistant Salary Guide
2016/2017**

Step	HS	HS 30	HS 60	HS 90	BA
1	14,320	14,390	20,154	22,460	22,532
2	14,563	14,634	20,499	22,845	22,919
3	14,810	14,882	20,850	23,237	23,312
4	15,098	15,171	21,258	23,693	23,769
5	15,653	15,721	21,733	24,024	24,104
6	16,207	16,272	22,209	24,352	24,439
7	16,763	16,822	22,681	24,685	24,773
8	17,318	17,374	23,158	25,017	25,109
9	17,876	18,007	23,633	25,347	25,447
10	18,433	18,650	24,101	25,685	25,782
11	18,991	19,294	24,552	26,009	26,224
12	19,559	19,929	25,037	26,339	26,664
13	20,134	20,587	25,527	26,683	27,125
14	20,701	21,226	26,001	27,010	27,589
15	21,265	21,851	26,472	27,332	28,357
16	21,851	22,793	27,474	28,299	28,854
17	22,436	23,792	28,341	29,431	29,698
18	23,081	24,740	29,529	30,637	31,005
19	23,792	25,682	30,247	31,276	31,891
20	24,512	26,682	31,364	32,244	32,969
21	25,662	27,819	32,710	33,256	34,040

*Off Guide receives \$449 in 2015-2016; \$203 in 2016-2017; \$205 in 2017-2018

Cafeteria Assistant Salary Guide

Step	2015-2016	2016-2017	2017-2018
1	14.75	14.80	14.85
2	14.95	15.00	15.05
3	15.20	15.25	15.30
4	15.45	15.50	15.55
5	15.80	15.85	15.90
6	16.48	16.53	16.58
7	17.33	17.38	17.43
8	18.17	18.22	18.27
9	19.02	19.02	19.02
10	19.74	19.74	19.74
11	20.72	20.72	20.72
12	21.56	21.56	21.56
13	22.41	22.41	22.41
14	23.29	23.29	23.29
15	24.14	24.14	24.14

Head Cook Salary Guide

Step	2015-2016	2016-2017	2017-2018
1	30,299	30,299	30,299
2	30,807	30,807	30,807
3	31,314	31,314	31,314
4	31,822	31,822	31,822
5	32,329	32,329	32,329
6	33,313	33,313	33,313
7	34,297	34,297	34,297
8	35,279	35,279	35,279
9	36,263	36,263	36,263
10	37,246	37,246	37,246
11	38,228	38,228	38,228
12	39,212	39,212	39,212
13	40,194	40,194	40,194
14	41,178	41,178	41,178
15	42,162	42,162	42,162

Hourly Salary Guide

Step	2015-2016	2016-2017	2017-2018
1	12.00	12.00	12.00
2	12.21	12.21	12.21
3	13.23	13.23	13.23
4	14.00	14.00	14.00
5	14.25	14.25	14.25
6	15.00	15.00	15.00
7	15.26	15.26	15.26
8	15.53	15.53	15.53
9	16.00	16.00	16.00
10	16.28	16.28	16.28
11	16.56	16.56	16.56
12	17.24	17.42	17.59

NCLP Salary Guide

Step	2015-2016	2016-2017	2017-2018
1	33,862	34,062	34,062
2	34,362	34,562	34,562
3	35,511	35,511	35,511
4	36,659	36,659	36,659
5	37,808	37,808	37,808
6	38,960	38,960	38,960
7	40,109	40,109	40,109
8	41,256	41,256	41,256
9	42,406	42,406	42,406
10	43,556	43,556	43,556
11	44,706	44,706	44,706
12	45,854	45,854	45,854
13	47,003	47,003	47,003
14	48,152	48,152	48,152
15	49,301	49,301	49,301
16	50,449	50,449	50,449
17	51,599	51,599	51,599
18	52,748	53,048	53,349

**CST Salary Guide
2015-2016**

Social Workers, Physical Therapists, and LDTA's hired after 7/1/15

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,650	55,940	57,675	58,779	60,456	62,391
2	56,072	57,362	59,298	60,201	61,878	63,813
3	57,494	58,784	60,719	61,623	63,300	65,235
4	58,924	60,215	62,149	63,053	64,730	66,664
5	60,410	61,702	63,641	64,546	66,227	68,166
6	61,783	63,076	65,015	65,920	67,601	69,539
7	63,158	64,449	66,386	67,293	68,975	70,915
8	64,531	65,824	67,762	68,668	70,348	72,287
9	65,905	67,198	69,137	70,042	71,721	73,663
10	67,444	68,740	70,683	71,590	73,274	75,218
11	68,820	70,116	72,059	72,967	74,652	76,594
12	70,200	71,496	73,440	74,348	76,033	77,976
13	71,576	73,519	75,463	76,370	78,053	79,998
14	73,277	75,228	77,176	78,088	79,777	81,727
15	74,758	76,706	78,656	79,567	81,256	83,207
16	77,380	79,983	81,933	84,016	85,317	86,748
17	79,091	81,694	83,646	85,727	87,029	88,459
18	81,588	84,874	86,843	88,945	90,260	91,705
19	83,659	86,952	88,927	91,035	92,352	93,799
20	86,690	89,993	91,974	94,088	95,408	96,860

**CST Salary Guide
2016-2017
Social Workers, Physical Therapists, and LDTC's hired after 7/1/15**

Step	BA	BA+16	BA+30	MA	MA+15	MA+30
1	54,650	55,940	57,875	58,779	60,456	62,391
2	56,072	57,362	59,298	60,201	61,878	63,813
3	57,494	58,784	60,719	61,623	63,300	65,235
4	58,924	60,215	62,149	63,053	64,730	66,664
5	60,410	61,702	63,641	64,546	66,227	68,166
6	61,783	63,076	65,015	65,920	67,601	69,539
7	63,158	64,449	66,386	67,293	68,975	70,915
8	64,531	65,824	67,762	68,668	70,348	72,287
9	65,905	67,198	69,137	70,042	71,721	73,663
10	67,444	68,740	70,683	71,590	73,274	75,218
11	68,820	70,116	72,059	72,967	74,652	76,594
12	70,200	71,496	73,440	74,348	76,033	77,976
13	71,576	73,519	75,463	76,370	78,053	79,998
14	73,277	75,228	77,176	78,088	79,777	81,727
15	74,758	76,706	78,856	79,567	81,256	83,207
16	77,380	79,983	81,933	84,016	85,317	86,748
17	79,091	81,694	83,646	85,727	87,029	88,459
18	81,588	84,874	86,843	88,945	90,260	91,705
19	83,659	86,952	88,927	91,035	92,352	93,799
20	87,240	90,543	92,524	94,638	95,958	97,410

CST Salary Guide

2017-2018

Social Workers, Physical Therapists, and LDTC's hired after 7/1/15

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,650	55,940	57,875	58,779	60,456	62,391
2	56,072	57,362	59,298	60,201	61,878	63,813
3	57,494	58,784	60,719	61,623	63,300	65,235
4	58,924	60,215	62,149	63,053	64,730	66,664
6	60,410	61,702	63,641	64,546	66,227	68,166
6	61,783	63,076	65,015	65,920	67,801	69,539
7	63,156	64,449	66,386	67,293	68,975	70,915
8	64,531	65,824	67,762	68,668	70,348	72,287
9	65,905	67,198	69,137	70,042	71,721	73,663
10	67,444	68,740	70,683	71,590	73,274	75,218
11	68,820	70,116	72,059	72,967	74,652	76,594
12	70,200	71,496	73,440	74,348	76,033	77,976
13	71,576	73,519	75,463	76,370	78,053	79,998
14	73,277	75,228	77,176	78,088	79,777	81,727
15	74,758	76,706	78,856	79,567	81,256	83,207
16	77,380	79,983	81,933	84,016	85,317	86,748
17	79,091	81,894	83,646	85,727	87,029	88,459
18	81,588	84,874	86,843	88,945	90,260	91,705
19	83,859	86,952	88,927	91,035	92,352	93,799
20	87,840	91,143	93,124	95,238	96,558	98,010

Article X

Employee's Work Station

- A.** Whenever a vacancy occurs in the school district, notice shall be posted for at least two weeks on the official bulletin board for the district schools and in all employee lounges. Such notice shall state the date by which applications are to be made.
- 1.** An employee who would like to apply for a posted vacancy should discuss the matter with his or her Principal/Supervisor and formally apply on line within the designated cut-off date.
 - 2.** An employee who would like to be reassigned to another campus during the current school year shall request such reassignment in writing to the Superintendent, or his designee, for consideration.
 - 3.** When reassigning an employee, the seniority of each staff member shall be considered as well as the recommendation of the employee's Principal/Supervisor.
- B.** Notice of a reassignment shall be made if at all practicable by August 1st but no later than August 15th to the individual employee and notice will be given to all applicants.
- C.** When an employee is involuntarily reassigned, he/she shall receive notice as soon as the Superintendent has taken formal action. If the employee requests, within seven (7) days of the notice, he/she shall receive a statement of reasons for the transfer from the Superintendent/Designee within ten (10) days of the request.
- D.** An employee who is requesting a transfer/work assignment for the next school year must submit this request, in writing, to the Superintendent/Designee and his/her immediate Supervisor by February 1st. The seniority of the staff member making the request shall be considered as well as the recommendation of the employee's Principal/Supervisor.
- E.** Every effort will be made by administration to provide teachers with written notice of their schedules, work and/or subject assignments, building and room assignments for the forthcoming year by August 15th of that school year. It is understood by all concerned parties that changing enrollment patterns may require changes to schedules and assignments after that date.
- F.** Support staff will be notified as to whether they will be reappointed if at all practicable by the last day of school, but no later than June 30th. At that time, the employees will be notified as to his/her rate of pay for the next school year.

Article XI

Employee Evaluation

The Burlington County Special Services School District employee evaluation procedures will be included in the electronic Staff Handbook and will be distributed annually prior to the formal observation of any district employee.

A. Procedure – Certificated Staff

1. A Professional Development Plan (PDP) shall be jointly composed by the Principal/Supervisor and certificated staff member no later than November 1 for the current school year.

The PDP is a written statement of actions developed by the Principal/Supervisor and the certificated staff member to continue professional growth and correct deficiencies. The activities outlined in the PDP must conform to the mandates of the New Jersey Department of Education with regard to the published Standards of Professional Development.

2. Evaluation shall be based on multiple measures of performance and shall be conducted accordance with NJ Department of Education Regulations. These measures include components of both student achievement and teacher practice according to New Jersey statute, Title 18A: Subtitle 3, Chapter 6 - Teacher Effectiveness and Accountability for Children of New Jersey (TEACHNJ) Act.
 - A. Student achievement will incorporate multiple measures of student growth over time and will include standardized assessment and/or assessments that will be collaboratively designed with district administration.
 - B. Teacher practice is measured by performance on Board of Education approved teacher practice instrument (Danielson Model) in which evidence is gathered through classroom observations.

Non-tenured teachers will have three required observations each year. This includes two long observations and one short observation in the first two years of employment and one long and two short observations in the third and fourth years of employment. Multiple observers are required.

Tenured teachers will have three required observations each year. This includes three short observations, and while it is not required that short observations be announced, at least one of the three observations must have a pre-conference. Multiple observers are recommended.

Summative Rating

This overall evaluation score combines the multiple measures of teacher practice and student growth. All New Jersey teachers earn one of four ratings: Highly Effective, Effective, Partially Effective, or Ineffective.

3. Although the certificated staff member shall sign the evaluation and APR, his or her signature in no way implies agreement with said report. The certificated staff member retains the right to attach a written response within ten (10) regular working days of receipt of said report. This response will be appended to the original document and placed with it in the certificated staff member's personnel file.
4. No member of the bargaining unit will be permitted to conduct employee evaluations without the written consent of the president of the Association.

B. Procedure – Support Staff

1. All support staff members shall be formally observed, for purposes of evaluating job performance, at least one (1) time in each school year. This observation and evaluation shall occur prior to March 1. This article in no way precludes conducting more than one formal observation per year for purposes of evaluating support staff.
2. A post-observation conference shall take place between the evaluator and support staff member within ten (10) regular workdays of the observation. A written evaluation shall be provided on the approved form. The original document shall be signed and retained for the support staff member's personnel file. A copy shall be given to the support staff member.
3. All evaluations shall be conducted openly and with full knowledge of the support staff member.
4. Although the support staff member shall sign the evaluation, his or her signature in no way implies agreement with said evaluation. The support staff member retains the right to attach a written response within ten (10) regular working days. This response will be appended to the original document and placed with it in the support staff member's personnel file.

Article XII

Health Benefits

A. Medical Benefits

The Board shall pay the cost of coverage of medical benefits for full-time employees and their dependents subject to applicable statutory contributions required to be made by employees.

1. Certificated Staff
The Board shall pay the cost of full coverage of medical benefits under the PPO plan for full-time employees and their dependents.
2. Non-certificated Staff
The Board shall pay the cost of full coverage of medical benefits under the POS plan for full-time employees and their dependents. Employees shall have the right to buy-up to the PPO plan, but the employee will be responsible for paying for the difference in premium.
3. The Traditional Plan will no longer be offered as of July 1, 2015.

B. Employee Eligibility

All employees shall be eligible for benefits under the conditions set forth above.

The Burlington County Insurance Consortium PPO is the district's primary health plan.

C. Prescription Drug Plan

The Board of Education will also assume the cost of the prescription drug plan for full-time employees and their dependents according to the following co-pay schedule of deductibles:

2015-2018

<u>PPO</u>		<u>POS</u>
\$7	Generic	\$15
\$16	Brand	\$25
\$32	Non-preferred	\$35
\$8	Mail - Generic	\$30
\$20	Mail - Brand	\$50
\$32	Mail - Non-preferred	\$70

D. Dental Plan

1. The Board of Education will provide a dental insurance plan for all full-time employees and their dependents. The type of plan consists of the following:
 - a) Preventive and diagnostic 100% - Every 4 months
 - b) Remaining basic services 100%
 - c) Prosthodontic benefits 80%

The maximum payable for the above dental services provided on eligible patient in any calendar year is:

2015-2018 \$2,000.00

2. The Board of Education will provide orthodontic benefits for dependent children to age 19-50%, subject to the following maximum lifetime allowances per case with no deductible.

2015-2018 \$2,000.00

E. Optical Plan

The Board of Education will provide for optical insurance for all full-time employees and their dependents which consists of the following:

Davis Vision Premier Platinum Plan

A. In Network Benefit Levels

1. Eye Exams - one every 12 months
2. Lenses (Spectacle or Contact) - one every 12 months (Lens treatments, UV Coating, Scratch Resistant Coating, Anti Reflective Coating, etc. covered at 100% In-Network)
3. Frames - retail allowance \$150 every 12 months (If the frame is chosen from within the Davis Collection, it will be covered at 100%)

B. Out of Network Benefit Levels

Exam	\$100
Frame	\$100
Single Vision Lenses	\$100
Bifocal Lenses	\$200
Trifocal Lenses	\$200
Aphakic Lenses	\$300
Hard/soft Contact Lenses	\$200

F. Disability Insurance

All contracted employees will have the opportunity to enroll in a disability insurance coverage program selected by the Association and the Board. Premiums are to be paid for by the employee through payroll deductions.

G Reimbursement on Insurance Coverage

If an employee decides not to participate in the medical insurance coverage program offered by the district, the employee must make their intentions known to the Business Office by September 1st of each school year, except for employees hired during the course of the school year who, in order to be eligible, must elect to do so within five (5) days of notice of employment. The employee will receive 25% of the cost of the premium coverage paid by the Board for the insurance up to a maximum of \$5,000.00. Payment will be pro-rated over the regular payment schedule. The employee may opt to take back coverage at the beginning of the next school year. Employee must show proof that they are covered through an alternate plan prior to receiving any consideration under this waiver.

- H. The Board of Education reserves the right to change to a different insurance plan provided that it will give comparable or better benefits to our school employees.

The comparable or better benefits do not apply to individual doctors who do not participate in network plans offered by the Board of Education.

At the beginning of the school year, material will be available to the employees containing all the necessary information regarding the health, prescription, optical and dental plans and their benefits.

Article XIII

Tuition Reimbursement

The Board of Education shall provide for a course reimbursement program for employees who attend an approved college or university to the maximum amount of (\$55,000) (2015-2018) per fiscal year. In order to qualify for reimbursement, the following requirements shall be met:

1. Course will be directly related to the employee's area of instruction, responsibility, or related field, and pre-approved by the Superintendent or Designee.
2. Employees must apply in writing, with a copy of the course *description*. All requests for participation in this plan must be submitted to the Superintendent or Designee at least one (1) month prior to the first meeting of the course.
3. Eligible certificated staff members shall be reimbursed a maximum of \$2,000.00 per course for a yearly maximum of \$4,000.00 per employee. Eligible support staff members shall be reimbursed a maximum of \$1,000.00 per course for a yearly maximum of \$2,000.00 per employee.
4. In order to obtain tuition reimbursement for an approved course, the employee must submit, by the 10th of the month, proof of a grade B or higher and proof of payment for said course. Following approval at the next regularly scheduled Board of Education meeting, every effort will be made to reimburse the employee by the 15th of the following month. Where the number of participants is such that the total of the reimbursements exceeds the maximum funded, reimbursement shall be on a first come, first serve basis as of July 1 of the following fiscal year.
5. Employees who submit verification of attainment of a degree status change shall be placed on the appropriate column of the salary guide following receipt of official transcript submitted by the 10th of the month for adjustment at the next regularly scheduled Board of Education meeting.
6. Reimbursements for on-line courses require that the institution must be accredited by an agency recognized by the US Department of Education.
7. Employees will not receive reimbursement if the course they are taking is being paid by an outside grant or agency.

Article XIV

Reduction in Force

Should it become necessary to reduce the number of employees in the district, the laws and regulations of the State shall be the controlling guides. If, in the case of such reduction, candidates for termination are non-tenured personnel only, selection shall be based on effectiveness of the employees in their position, length of service in the district, range of certificates held, if any, and educational accomplishments.

It is the responsibility of the Board of Education to provide the necessary staff for the furtherance of the educational program and the operation of the schools of the district, but to do so in an efficient manner consistent with the responsibility of the Board to its constituency for the judicious allocations of its resources.

The Board reserves the right, in accordance with statute, to reduce the number of teaching staff members employed in the district whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or of change in the administrative or supervisory organization of the district, or for good cause.

The Superintendent shall recommend to the Board, for its deliberation, the abolishment of existing positions. In the exercise of its authority to abolish a position, the Board shall give primary consideration to the balance between effective education and efficient operation.

Should it become necessary to abolish a position to which two or more teaching staff members have the same entitlement, the selection of the staff member for that job shall be made by reference to past evaluations, training and experience.

When, as a result of the abolishment of a position, it is necessary to reduce employee's grade, said employee shall be entitled only to the salary of the new position.

When staff reduction is contemplated after the award of contracts, but before the beginning of the school year, the date on which notice shall take effect shall be the first day of the contract. Notice of the abolishment of a tenured employee's position may include a sum of money in the amount which he or she would have earned during the period of notice called for in the contract.

The Superintendent shall prepare guidelines for restructuring positions and for determining objectively which employees are to be dismissed as a result. In no event shall any choice be based upon arbitrary, capricious or discriminatory reasons.

Should the Board of Education deem it necessary to reduce the number of employees in the district, at that time and before finalization of such plans are acted upon, the Superintendent will seek input from the Association.

In accordance with the Board's policy for abolishing a position, the following guidelines are specified to assist in restructuring staff patterns and in determining those who would be affected by a reduction in staff:

H. Procedures for Eliminating a Position

1. Reducing the number of employees in a particular category.
2. Combining two or more jobs into a single position or dividing the duties of an existing position among two or more persons.
3. Eliminating a portion of a job and combining the remainder in one or more existing positions.
4. Should it be necessary to eliminate a portion of a job, care must be taken to ensure that if at least half of the job is preserved, based upon the time spent at each task, the original job holder, if tenured, be entitled to perform said newly structured job.
5. Any change in number of positions or duties assigned to a position, shall be presented to the Superintendent in writing for consideration by the Board.

B. Procedures for Reducing Staff

When the Board of Education has approved the elimination of a position, it shall be the responsibility of the Board Secretary to:

1. Publish the seniority list of all employees in the affected category in accordance with the procedures specified in the New Jersey Administrative Code for Education (N.J.A.C. 6:3-1.10).
2. Indicate on the seniority list the employee's name, years of seniority in the district, whether or not she or he is a tenured staff member, and the certificate(s) he or she holds.
3. Request from appropriate Principal(s) all materials relevant to job performance of non-tenured employees in the event that two or more nontenured employees are immediately liable for dismissal or reduction in grade and forward same to the Superintendent for review.

4. Request from appropriate Principal(s) all materials relevant to job performance of tenured employees in the event that two or more tenured employees having the identical seniority and entitlement are immediately liable for dismissal or reduction in grade and forward same to the Superintendent for review.
5. Maintain an eligibility list of those tenured employees dismissed due to reduction in staff as a guide for re-employment whenever a vacancy occurs for a position in which the former employee is qualified.
6. Provide written notice to each affected staff member including the reason for reduction in staff.

Article XV

Miscellaneous Provision

E. 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 except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

1. **Notification** – Prior to the beginning of each membership year, from September 1st to the following August 31st, the Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
2. **Legal Maximum** – In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees – an assessment charged by the Association to its own members, and the representation shall be equal to the maximum amount 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.

D. Deduction and Transmission of Fee

1. Notification – Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board of Education a list of those employees who have not become members of the Association for the then current membership year. The Board of Education will deduct from the salaries of such employees, in accordance with paragraph D2 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 of Education 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:

- Ten (10) days after receipt of the aforesaid list by the Board of Education;

or

- Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board of Education in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Mechanics

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

F. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board of Education harmless against any liability which may arise by reason of any action taken by the Board of Education in complying with the provisions of this Article, provided that;

2. The Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and;

3. If the Association so requests, in writing, the Board of Education will surrender to its full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

4. Exception

It is expressly understood that paragraph F1 will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of Education or the Board's imperfect execution of the obligations imposed upon it by this Article.

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 the Agreement, either party shall do so in writing or registered letter at the following addresses:

If by Association to Board:

**President
Board of Education
Burlington County Special Services
School District
20 Pioneer Blvd.
Westampton, NJ 08060**

If by Board to Association:

**President
Special Services Education Association
Burlington County Special Services
School District
20 Pioneer Blvd.
Westampton, NJ 08060**

Article XVI

Duration of Agreement

- A. Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. This Agreement shall expire on the date indicated unless an extension is agreed to, in writing, by both parties.

WITNESS:

Charles Hale Stevenson

Dated: July 1, 2015

Burlington County Special Services
Education Association:

Burlington County Special Services
Board of Education:

Douglas J. Dondubak-Sewer
President

Al Chiles
President

Jamie Brown
Secretary

T. Mayall
Secretary

James Frayne
Negotiator

Christopher M. Minter
Negotiator