

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, 2004—June 30, 2008

Dr. Donald P. Lucas, 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
- 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 as certificated 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 teacher assistants/cafeteria head cooks/cafeteria assistants 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 regulations 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. 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 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 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.

A 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 communicate 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 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 not 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 non-binding, 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.

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 is 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.

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 Chosen Freeholders. 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 Burlington County Board of Chosen Freeholders. 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 facilities and school mail boxes, provided that a copy of such material is submitted to the Superintendent/Designee for approval at least one day prior to the mailing; and such use shall not interfere with, nor interrupt, normal school operation and shall not be so voluminous so as to obscure regular school mail. No response will be interpreted as approval.
- D. The Association shall have, in each campus, the use of a bulletin board.

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.

C. Employee Workday

1. The Teachers' in-school workday shall be 7 hours (8:05 a.m. – 3:05 p.m.) which shall include a 35 minute duty free lunch. However, teachers may be required to stay beyond the workday in the event of an emergency or lack of sufficient supervision. The Principal has the responsibility to ensure the proper supervision and safety of the children.
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.
4. Teachers/Teacher Assistants 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 signing out.

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. It is further agreed that Teachers/Teacher Assistants, as part of their professional responsibility, will offer their support and cooperation by the mandatory attendance/participation to three (3) school sponsored evening events, designated by the Administration, to ensure an increasingly effective program.
2. Employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending meetings in cases of emergency as required by the Principal/Supervisor.
3. 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 Building Principal and such leave may be granted if good cause is shown.
4. On Fridays, and the three evening events, 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.

F. Uniforms

1. The Board shall provide all new Head Cooks and Cafeteria Assistants with the following after issuance of contract:
 - Seven (7) pairs of trousers or \$160.00 allowance
 - Twelve (12) shirts
 - One (1) pair of shoes or \$100.00 allowance
 - Seven (7) aprons
2. The Board shall provide each Head Cook and Cafeteria Assistant with the following each year:
 - Three (3) pairs of trousers or \$70.00 allowance
 - Six (6) shirts
 - One (1) pair of shoes or \$100.00 allowance
 - Four (4) aprons

3. The Board of Education will order all uniforms by June 1 of each school year.

G. Vacations

Head Cooks/Cafeteria Assistants (12 months)

1. Head Cooks/Cafeteria Assistants shall be eligible for a vacation provided he/she has actively worked six (6) months as of July 1 of the year in which he/she seeks his/her vacation. If a Head Cook/Cafeteria Assistant has worked less than six (6) months as of July 1, he/she shall accrue vacation time at a rate of .83 days per month worked. These vacation days may not be taken until after July 1 of the succeeding year. The same shall apply to determining eligibility for all vacations set forth in the schedule below.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the Board of Education, taking into consideration the request of the Head Cooks/Cafeteria Assistants:
 - a) Five (5) days vacation after six (6) months, but less than one (1) year continuous service as of July 1
 - b) Ten (10) days vacation after one (1) year of continuous service as of July 1
 - c) Fifteen (15) days vacation after five (5) years of continuous service as of July 1
 - d) Twenty (20) days vacation after 15 years of continuous service as of July 1
 - e) Vacation times shall be scheduled to coordinate with the work schedule of the Head Cooks/Cafeteria Assistants and subject to the approval of the Superintendent/Designee
 - f) Head Cooks/Cafeteria Assistants shall limit vacation to not more than ten (10) consecutive working days unless approved by his/her supervisor
 - g) Scheduling conflicts will be resolved by granting vacation to those Head Cooks/Cafeteria Assistants with the most time in their job category. No more than 1/3 of the Head Cooks/Cafeteria Assistants staff may be on vacation at the same time

h) No vacation will be approved during the week prior to school opening in September.

H. Head Cook/Cafeteria Assistant Accrued Vacation

A Head Cook/Cafeteria Assistant who resigns during his/her contracted period of employment shall have his/her accrued vacation time paid at their per diem rate.

I. Head Cooks Salary Calculation

- 1) For Head Cooks: (12 month) per diem will be calculated by dividing the annual contracted salary by 240 days. Annual contracted salary is defined as that amount which appears on the signed annual agreement.
- 2) 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.

J. 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 in-service 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.

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.
2. 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. Unused sick leave 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.

For the purpose of sick day accumulation, when an employee leaves early due to sickness, sick leave 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 leave days per school year will receive two (2) extra sick leave days to be added the following school year. An honorarium of \$150.00 will be awarded to those employees achieving perfect attendance (no use of sick or personal days.)

3. Cashing in Accumulated Sick Leave

Upon retirement from the district, an employee who has been employed for at least 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 1/200th of a ten (10) month employee's salary and 1/240th 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.

Payment for accumulated 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 twenty-five thousand dollars (\$25,000.00) for their accumulated sick leave at the time of retirement.

B. Temporary Leaves of Absence

This policy shall cover absences not chargeable to sick leave, professional or semi-professional assignments directly beneficial to the school system.

1. Death in the immediate family, four (4) days total. The four (4) **bereavement** days must be completed within six (6) calendar days 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. Immediate family to include:
 - Parents
 - Grandparents
 - Mother-in-Law
 - Father-in-Law
 - Legal Guardian(s)
 - Spouses
 - Children
 - Brothers and Sisters
2. Documentation must be submitted to verify death of family member, i.e.; death notice.
3. Death of a relative not in the immediate family one (1) day total. The one (1) bereavement day must be completed within six (6) calendar days of the death of the relative.
4. Leave may be granted for other reasons if approved by the Superintendent/Designee of the District.

5. Requests for temporary leaves of absence shall be submitted in writing (in advance, when possible), recommended by the Principal/Supervisor, and approved by the Superintendent.

C. Personal Days

1. The Board will provide for four (4) personal days at full pay during any one year for personal business that cannot be scheduled outside of school hours. Requests for a personal day must be submitted using the proper form, four (4) days in advance to the Building 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 request should be submitted using the proper form, to the Building 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 can not 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. Personal days will not be granted on the days immediately proceeding or following a scheduled school holiday. If the need arises for a personal day to be taken on one of these days, an explanation must be submitted, in writing, with the proper form, to the Building Principal/Supervisor for review and submitted to the Superintendent/Designee for approval.
 3. Unused personal leave days will become cumulative as sick leave days at the end of the school year, one (1) day for each one (1) not taken. No (1/2) days are applicable in any way.

D. 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 in writing to the Superintendent three (3) days prior to the requested professional day.
2. The Board agrees to pay up to \$150.00 of the cost of one workshop/seminar which a Teacher may attend as part of his/her continuing education plan.

E. 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 (1/2) 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:
- The salary increment will be added as if he/she had been in the Board's active employ during the time of such leave
 - 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 (1/2) the amount the district paid the employee while on sabbatical leave.

F. 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

G. 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 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 and advancement on the salary guide.
- d) 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 half ($\frac{1}{2}$) 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.

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. Such request shall be made at the time the employee applies for a pregnancy disability leave, subject to the ninety (90) day notice requirement.
2. 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.

3. 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 any 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.
4. During the unpaid child rearing leave, the employee shall not be eligible to receive benefits, except at the employee's expense.
5. 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.
6. 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.

Article IX

Salaries

A. Payment Plans

All ten (10) month employees may individually select to be paid in accordance with one of the following plans:

1. Twenty (20) equal paychecks distributed throughout the ten (10) working months.
2. Twenty (20) equal paychecks distributed throughout the ten (10) working months with ten percent (10%) of each month's salary deducted. The accumulated ten percent (10%) will be divided and paid to the individual employee in two equal payments – one on the 15th day of July and one on the 15th day of August.
3. The same plan as Plan 2 above, with this exception – the accumulated ten percent (10%) will be paid to the employee upon his election on the final pay in June.

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, with the exception of the final pay in June, which will be issued within three (3) working days of the last day of school for students.

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. The restructuring of the salary guides for Teacher Assistants and Cafeteria Assistants may place certain off guide staff members back on the salary guide.

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, authorize 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 three months prior to the issuance of contracts.

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.

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.

H. Overtime

Work in excess of forty (40) hours per week for full-time support staff 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 support staff 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 superior, except in cases of emergency when overtime may be required by the Superintendent/Designee. Overtime shall not apply to those situation 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 above 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 of thirty (30) days. 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.

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 2004 Extended School Year session, all staff members will be paid an hourly rate based on a per diem of 1/200 of their ten (10) month salary. This hourly rate multiplied by the number of hours worked will constitute the daily rate of pay. The minimum daily rate for Teacher Assistants shall be \$69.00.
2. For the Extended School Year sessions 2005-2008, salaries for certificated staff shall be calculated in accordance with the following schedule of hourly rates to be posted:

2005-2006		2006-2007		2007 & 2008	
Off Guide		Off Guide		Off Guide	
Step 19-22		Step 18-21		Step 17-20	
Step 15-18		Step 14-17		Step 13-16	
Step 11-14		Step 10-13		Step 9-12	
Step 7-10		Step 6-9		Step 5-8	
Step 3-6		Step 2-5		Step 1-4	
Step 1-2		Step 1			

For Extended School Year sessions 2005-2008, certificated staff will continue to be paid an hourly rate based on a per diem of 1/200 of the average ten (10) month salary from the schedule above. This hourly rate multiplied by the number of hours worked will constitute the daily rate of pay.

3. For Extended School Year sessions 2005-2008, Teacher Assistants will continue to be paid an hourly rate based on a per diem of 1/200 of their ten (10) month salary. This hourly rate multiplied by the number of hours worked will constitute the daily rate of pay. The minimum daily rate for Teacher Assistants shall be \$60.00.
4. There will be no compensation for any day not worked during the Extended School Year.
5. In order to allow staff to be effectively hired for the 2008 Extended School Year session, the stipulations in the agreement for Extended School Year in year 2007 shall apply.

K. Extra-Curricular Activities

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.

1.	Yearbook Coordinator - District	2004-2005	\$1,100 per annum
		2005-2006	\$1,300 per annum
		2006-2007	\$1,500 per annum
		2007-2008	\$1,500 per annum
2.	Yearbook Coordinator - Campus	2004-2005	\$600 per annum
		2005-2006	\$800 per annum
		2006-2007	\$1,000 per annum
		2007-2008	\$1,000 per annum
3.	Campus Yearbook Assistant	2004-2005	\$400 per annum
		2005-2006	\$500 per annum
		2006-2007	\$600 per annum
		2007-2008	\$600 per annum
4.	Student Field Experience (After School Hours 3:05 p.m. or other than a school day) includes: Parade assistance, Tournament of Champions, Special Olympics, Field Trips	2004-2008	\$15.00 per hour
5.	Student Field Experience (if overnight) includes: Parade assistance, Tournament of Champions, Special Olympics, Field Trips, After School Hours - 3:05 p.m. Overnight hours are defined as 3:05 PM to 11:00 AM	2004-2008	\$150.00

6.	Respite – Recreation Leader	2004-2005	\$20 per hour
		2005-2006	\$21 per hour
		2006-2007	\$22 per hour
		2007-2008	\$22 per hour
	Respite Worker	2004-2005	\$17 per hour
		2005-2006	\$18 per hour
		2006-2007	\$19 per hour
		2007-2008	\$19 per hour
7.	Scorekeeper/Timekeeper	2004-2008	\$35 per event
8.	Soccer – Head Coach Soccer – Assistant Coach	2004-2008	\$900 per sport \$750 per sport
9.	Volleyball – Head Coach Volleyball – Assistant Coach	2004-2008	\$900 per sport \$750 per sport
10.	Golf – Head Coach	2004-2008	\$400 per sport
11.	Floor Hockey – Head Coach Floor Hockey – Assistant Coach	2004-2008	\$900 per sport \$750 per sport
12.	Swim Team (Head Coach) Swim Team (Asst. Coach)	2004-2008	\$2,000 per season \$1,500 per season
13.	Bowling – Head Coach Bowling – Assistant Coach	2004-2008	\$900 per sport \$750 per sport
14.	Track – Head Coach	2004-2008	\$400 per sport
15.	Softball – Head Coach Softball – Assistant Coach	2004-2008	\$900 per sport \$750 per sport
16.	Special Olympics (Coordinator)	2004-2008	\$2,500 per annum
17.	Health Services Training: CPR, First Aid, etc.	2004-2005 2005-2006 2006-2007 2007-2008	\$21 per hour \$22 per hour \$23 per hour \$23 per hour
18.	Workshop Presenter (After school hours) Certified Staff	2004-2005 2005-2006 2006-2007 2007-2008	\$41 per hour \$43 per hour \$45 per hour \$45 per hour
19.	Workshop Presenter (After school hours) Non-Certified Staff	2004-2005 2005-2006 2006-2007 2007-2008	\$21 per hour \$23 per hour \$25 per hour \$25 per hour
20.	Band Director	2004-2008	\$2,600 per annum

21.	Assistant Band Director/Performing Arts	2004-2008	\$2,100 per annum
22.	Horticulture Coordinator	2004-2008	\$3,700 per annum
23.	Intramural Sports	2004-2008	\$15.00 per hour
24.	Night School Instructor	2004-2005	\$21 per hour
		2005-2006	\$22 per hour
		2006-2007	\$23 per hour
		2007-2008	\$23 per hour
25.	Writing Curriculum	2004-2005	\$21 per hour
		2005-2006	\$23 per hour
		2006-2007	\$25 per hour
		2007-2008	\$25 per hour
26.	Home Instruction	2004-2005	\$27 per hour
		2005-2006	\$28 per hour
		2006-2007	\$30 per hour
		2007-2008	\$30 per hour
27.	Night/Saturday Detention	2004-2005	\$23 per hour
		2005-2006	\$24 per hour
		2006-2007	\$25 per hour
		2007-2008	\$25 per hour
28.	Bus Driving - per day by approved school calendar	2004-2005	\$34 per day
		2005-2006	\$35 per day
		2006-2007	\$36 per day
		2007-2008	\$36 per day
29.	Bus Driving – additional other than approved school calendar	2004-2005	\$16 per day
		2005-2006	\$17 per day
		2006-2007	\$19 per day
		2007-2008	\$19 per day
30.	Team Leader	2004-2005	\$2,900 per annum
		2005-2006	\$3,000 per annum
		2006-2007	\$3,000 per annum
		2007-2008	\$3,000 per annum
31.	Latchkey Coordinator	2004-2005	\$2,600 per annum
		2005-2006	\$2,700 per annum
		2006-2007	\$2,800 per annum
		2007-2008	\$2,800 per annum

32.	Latchkey Program	2004-2005 2005-2006 2006-2007 2007-2008	\$15 per hour \$16 per hour \$17 per hour \$17 per hour
33.	IEP Computing Processing After-School Hours –with prior approval by the Superintendent	2004-2008	\$50
34.	Campus Website Coordinators	2004-2005 2005-2006 2006-2007 2007-2008	\$500 per annum \$600 per annum \$700 per annum \$700 per annum
35.	Substitute Certificates	2004-2008	60 credits - \$500 90 credits - \$700 Bachelor - \$1,000

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 transporting students. Mileage reimbursement when transporting students in the employee's own vehicle (home/SCIP/etc.) 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	\$550.00	\$550.00	\$550.00	\$550.00
10 th year	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
15 th year	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
20 th year	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00
25 th year	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
30 th year	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00

N. Pay Guides

**Teacher Salary Guide
2004 - 2005**

	BA	BA 15	BA 30	MA	MA 15	MA 30
1	\$40,060	\$41,060	\$42,560	\$43,260	\$44,560	\$46,060
2	\$41,163	\$42,163	\$43,663	\$44,363	\$45,663	\$47,163
3	\$42,266	\$43,266	\$44,766	\$45,466	\$46,766	\$48,266
4	\$43,369	\$44,369	\$45,869	\$46,569	\$47,869	\$49,369
5	\$44,471	\$45,471	\$46,971	\$47,671	\$48,971	\$50,471
6	\$45,579	\$46,579	\$48,079	\$48,779	\$50,079	\$51,579
7	\$46,641	\$47,641	\$49,141	\$49,841	\$51,141	\$52,641
8	\$47,703	\$48,703	\$50,203	\$50,903	\$52,203	\$53,703
9	\$48,767	\$49,767	\$51,267	\$51,967	\$53,267	\$54,767
10	\$49,828	\$50,828	\$52,328	\$53,028	\$54,328	\$55,828
11	\$50,892	\$51,892	\$53,392	\$54,092	\$55,392	\$56,892
12	\$51,955	\$52,955	\$54,455	\$55,155	\$56,455	\$57,955
13	\$53,017	\$54,017	\$55,517	\$56,217	\$57,517	\$59,017
14	\$54,083	\$55,083	\$56,583	\$57,283	\$58,583	\$60,083
15	\$55,144	\$56,644	\$58,144	\$58,844	\$60,144	\$61,644
16	\$55,718	\$57,218	\$58,718	\$59,418	\$60,718	\$62,218
17	\$56,277	\$57,777	\$59,277	\$59,977	\$61,277	\$62,777
18	\$56,837	\$58,337	\$59,837	\$60,537	\$61,837	\$63,337
19	\$57,415	\$58,915	\$60,415	\$61,115	\$62,415	\$63,915
20	\$58,080	\$60,080	\$61,580	\$63,180	\$64,180	\$65,280
21	\$59,375	\$61,375	\$62,875	\$64,475	\$65,475	\$66,575
22	\$60,691	\$62,691	\$64,191	\$65,791	\$66,791	\$67,891
23	\$62,006	\$64,506	\$66,006	\$67,606	\$68,606	\$69,706
24	\$63,429	\$65,929	\$67,429	\$69,029	\$70,029	\$71,129
25	\$65,215	\$67,715	\$69,215	\$70,815	\$71,815	\$72,915

Off - Guide = previous year's salary plus 3.5%

**Teacher Salary Guide
2005 - 2006**

	BA	BA 15	BA 30	MA	MA 15	MA 30
1	\$41,374	\$42,407	\$43,956	\$44,679	\$46,022	\$47,571
2	\$42,513	\$43,546	\$45,095	\$45,818	\$47,161	\$48,710
3	\$43,653	\$44,685	\$46,235	\$46,958	\$48,300	\$49,849
4	\$44,791	\$45,824	\$47,373	\$48,096	\$49,439	\$50,988
5	\$45,929	\$46,962	\$48,511	\$49,234	\$50,577	\$52,126
6	\$47,074	\$48,107	\$49,656	\$50,379	\$51,722	\$53,271
7	\$48,171	\$49,203	\$50,753	\$51,476	\$52,818	\$54,367
8	\$49,267	\$50,300	\$51,849	\$52,572	\$53,915	\$55,464
9	\$50,366	\$51,399	\$52,948	\$53,671	\$55,014	\$56,563
10	\$51,463	\$52,496	\$54,045	\$54,768	\$56,110	\$57,660
11	\$52,562	\$53,594	\$55,144	\$55,866	\$57,209	\$58,758
12	\$53,659	\$54,692	\$56,241	\$56,964	\$58,307	\$59,856
13	\$54,756	\$55,789	\$57,338	\$58,061	\$59,403	\$60,953
14	\$55,857	\$56,890	\$58,439	\$59,162	\$60,504	\$62,054
15	\$56,952	\$58,502	\$60,051	\$60,774	\$62,116	\$63,666
16	\$58,247	\$59,799	\$61,352	\$62,076	\$63,422	\$64,974
17	\$59,425	\$60,977	\$62,530	\$63,254	\$64,600	\$66,152
18	\$61,453	\$62,182	\$63,735	\$65,391	\$66,426	\$67,564
19	\$62,815	\$64,885	\$66,437	\$68,093	\$69,128	\$70,267
20	\$64,176	\$66,764	\$68,316	\$69,972	\$71,007	\$72,146
21	\$65,649	\$68,237	\$69,789	\$71,445	\$72,480	\$73,619
22	\$67,498	\$70,085	\$71,638	\$73,294	\$74,329	\$75,467

Off - Guide = previous year's salary plus 3.5%

**Teacher Salary Guide
2006 - 2007**

	BA	BA 15	BA 30	MA	MA 15	MA 30
1	\$43,912	\$44,979	\$46,579	\$47,326	\$48,712	\$50,313
2	\$45,089	\$46,156	\$47,756	\$48,503	\$49,889	\$51,490
3	\$46,265	\$47,331	\$48,932	\$49,678	\$51,065	\$52,665
4	\$47,440	\$48,507	\$50,107	\$50,854	\$52,241	\$53,841
5	\$48,623	\$49,690	\$51,290	\$52,036	\$53,423	\$55,023
6	\$49,756	\$50,822	\$52,422	\$53,169	\$54,556	\$56,156
7	\$50,888	\$51,955	\$53,555	\$54,302	\$55,689	\$57,289
8	\$52,023	\$53,090	\$54,690	\$55,437	\$56,824	\$58,424
9	\$53,156	\$54,223	\$55,823	\$56,570	\$57,956	\$59,557
10	\$54,291	\$55,358	\$56,958	\$57,704	\$59,091	\$60,691
11	\$55,425	\$56,491	\$58,092	\$58,838	\$60,225	\$61,825
12	\$56,557	\$57,624	\$59,224	\$59,971	\$61,358	\$62,958
13	\$57,694	\$58,761	\$60,361	\$61,108	\$62,495	\$64,095
14	\$58,826	\$60,426	\$62,026	\$62,773	\$64,160	\$65,760
15	\$60,140	\$61,742	\$63,345	\$64,093	\$65,483	\$67,086
16	\$61,356	\$62,959	\$64,562	\$65,310	\$66,699	\$68,302
17	\$63,451	\$65,588	\$67,191	\$68,901	\$69,969	\$71,145
18	\$64,856	\$66,994	\$68,597	\$70,306	\$71,375	\$72,551
19	\$66,262	\$68,934	\$70,537	\$72,246	\$73,315	\$74,490
20	\$67,783	\$70,454	\$72,057	\$73,767	\$74,836	\$76,011
21	\$69,691	\$72,363	\$73,966	\$75,676	\$76,744	\$77,920

Off - Guide = previous year's salary plus 3.25%

**Teacher Salary Guide
2007 - 2008**

	BA	BA 15	BA 30	MA	MA 15	MA 30
1	\$46,487	\$47,586	\$49,236	\$50,006	\$51,436	\$53,086
2	\$47,699	\$48,799	\$50,448	\$51,218	\$52,648	\$54,298
3	\$48,911	\$50,011	\$51,661	\$52,431	\$53,860	\$55,510
4	\$50,130	\$51,230	\$52,880	\$53,650	\$55,079	\$56,729
5	\$51,298	\$52,398	\$54,048	\$54,817	\$56,247	\$57,897
6	\$52,466	\$53,566	\$55,215	\$55,985	\$57,415	\$59,065
7	\$53,636	\$54,736	\$56,385	\$57,155	\$58,585	\$60,235
8	\$54,804	\$55,904	\$57,553	\$58,323	\$59,753	\$61,403
9	\$55,974	\$57,074	\$58,723	\$59,493	\$60,923	\$62,573
10	\$57,143	\$58,243	\$59,892	\$60,662	\$62,092	\$63,742
11	\$58,311	\$59,410	\$61,060	\$61,830	\$63,260	\$64,910
12	\$59,483	\$60,583	\$62,233	\$63,002	\$64,432	\$66,082
13	\$60,650	\$62,299	\$63,949	\$64,719	\$66,149	\$67,799
14	\$62,094	\$63,749	\$65,404	\$66,177	\$67,611	\$69,266
15	\$63,350	\$65,005	\$66,660	\$67,433	\$68,867	\$70,522
16	\$65,513	\$67,720	\$69,375	\$71,140	\$72,243	\$73,457
17	\$66,964	\$69,171	\$70,826	\$72,591	\$73,695	\$74,908
18	\$68,415	\$71,174	\$72,829	\$74,594	\$75,698	\$76,911
19	\$69,986	\$72,744	\$74,399	\$76,164	\$77,268	\$78,482
20	\$71,956	\$74,715	\$76,370	\$78,135	\$79,239	\$80,452

Off - Guide = previous year's salary plus 3.25%

**Teacher Assistant Salary Guide
2004-2005**

	<u>High School</u>	<u>High School +30</u>	<u>High School +60</u>	<u>High School +90</u>	<u>Bachelor</u>
1	\$9,822.00	\$9,880.00	\$14,616.00	\$16,184.00	\$16,242.00
2	\$10,254.00	\$10,308.00	\$14,986.00	\$16,436.00	\$16,498.00
3	\$10,686.00	\$10,736.00	\$15,356.00	\$16,688.00	\$16,754.00
4	\$11,118.00	\$11,164.00	\$15,724.00	\$16,942.00	\$17,010.00
5	\$11,550.00	\$11,594.00	\$16,094.00	\$17,196.00	\$17,266.00
6	\$11,984.00	\$12,086.00	\$16,464.00	\$17,448.00	\$17,524.00
7	\$12,418.00	\$12,586.00	\$16,828.00	\$17,706.00	\$17,780.00
8	\$12,852.00	\$13,088.00	\$17,178.00	\$17,954.00	\$18,118.00
9	\$13,294.00	\$13,582.00	\$17,556.00	\$18,206.00	\$18,454.00
10	\$13,730.00	\$14,082.00	\$17,924.00	\$18,454.00	\$18,792.00
11	\$14,172.00	\$14,580.00	\$18,292.00	\$18,704.00	\$19,130.00
12	\$14,610.00	\$15,066.00	\$18,658.00	\$18,950.00	\$19,732.00
13	\$15,066.00	\$15,798.00	\$19,438.00	\$19,688.00	\$20,112.00
14	\$15,520.00	\$16,574.00	\$20,112.00	\$20,552.00	\$20,756.00
15	\$16,022.00	\$17,312.00	\$21,036.00	\$21,474.00	\$21,754.00
16	\$16,574.00	\$18,044.00	\$21,594.00	\$21,962.00	\$22,430.00
17	\$17,134.00	\$18,822.00	\$22,462.00	\$22,856.00	\$23,414.00
18	\$17,836.00	\$19,524.00	\$23,354.00	\$23,780.00	\$24,394.00

Off Guide = previous year's salary plus 10.50%

**Teacher Assistant Salary Guide
2005-2006**

	<u>High School</u>	<u>High School +30</u>	<u>High School +60</u>	<u>High School +90</u>	<u>Bachelor</u>
1	\$10,278.00	\$10,336.00	\$15,072.00	\$16,640.00	\$16,698.00
2	\$10,710.00	\$10,764.00	\$15,442.00	\$16,892.00	\$16,954.00
3	\$11,142.00	\$11,192.00	\$15,812.00	\$17,144.00	\$17,210.00
4	\$11,574.00	\$11,620.00	\$16,180.00	\$17,398.00	\$17,466.00
5	\$12,006.00	\$12,050.00	\$16,550.00	\$17,652.00	\$17,722.00
6	\$12,440.00	\$12,542.00	\$16,920.00	\$17,904.00	\$17,980.00
7	\$12,874.00	\$13,042.00	\$17,284.00	\$18,162.00	\$18,236.00
8	\$13,308.00	\$13,544.00	\$17,634.00	\$18,410.00	\$18,574.00
9	\$13,750.00	\$14,038.00	\$18,012.00	\$18,662.00	\$18,910.00
10	\$14,186.00	\$14,538.00	\$18,380.00	\$18,910.00	\$19,248.00
11	\$14,628.00	\$15,036.00	\$18,748.00	\$19,160.00	\$19,586.00
12	\$15,066.00	\$15,522.00	\$19,114.00	\$19,406.00	\$20,188.00
13	\$15,522.00	\$16,254.00	\$19,894.00	\$20,144.00	\$20,568.00
14	\$15,976.00	\$17,030.00	\$20,568.00	\$21,008.00	\$21,212.00
15	\$16,478.00	\$17,768.00	\$21,492.00	\$21,930.00	\$22,210.00
16	\$17,030.00	\$18,500.00	\$22,050.00	\$22,418.00	\$22,886.00
17	\$17,590.00	\$19,278.00	\$22,918.00	\$23,312.00	\$23,870.00
18	\$18,292.00	\$19,980.00	\$23,810.00	\$24,236.00	\$24,850.00

Off Guide = previous year's salary plus 3.50%

**Teacher Assistant Salary Guide
2006-2007**

	<u>High School</u>	<u>High School +30</u>	<u>High School +60</u>	<u>High School +90</u>	<u>Bachelor</u>
1	\$10,807.00	\$10,865.00	\$15,601.00	\$17,169.00	\$17,227.00
2	\$11,239.00	\$11,293.00	\$15,971.00	\$17,421.00	\$17,483.00
3	\$11,671.00	\$11,721.00	\$16,341.00	\$17,673.00	\$17,739.00
4	\$12,103.00	\$12,149.00	\$16,709.00	\$17,927.00	\$17,995.00
5	\$12,535.00	\$12,579.00	\$17,079.00	\$18,181.00	\$18,251.00
6	\$12,969.00	\$13,071.00	\$17,449.00	\$18,433.00	\$18,509.00
7	\$13,403.00	\$13,571.00	\$17,813.00	\$18,691.00	\$18,765.00
8	\$13,837.00	\$14,073.00	\$18,163.00	\$18,939.00	\$19,103.00
9	\$14,279.00	\$14,567.00	\$18,541.00	\$19,191.00	\$19,439.00
10	\$14,715.00	\$15,067.00	\$18,909.00	\$19,439.00	\$19,777.00
11	\$15,157.00	\$15,565.00	\$19,277.00	\$19,689.00	\$20,115.00
12	\$15,595.00	\$16,051.00	\$19,643.00	\$19,935.00	\$20,717.00
13	\$16,051.00	\$16,783.00	\$20,423.00	\$20,673.00	\$21,097.00
14	\$16,505.00	\$17,559.00	\$21,097.00	\$21,537.00	\$21,741.00
15	\$17,007.00	\$18,297.00	\$22,021.00	\$22,459.00	\$22,739.00
16	\$17,559.00	\$19,029.00	\$22,579.00	\$22,947.00	\$23,415.00
17	\$18,119.00	\$19,807.00	\$23,447.00	\$23,841.00	\$24,399.00
18	\$18,821.00	\$20,509.00	\$24,339.00	\$24,765.00	\$25,379.00

Off Guide = previous year's salary plus 3.25%

**Teacher Assistant Salary Guide
2007-2008**

	<u>High School</u>	<u>High School +30</u>	<u>High School +60</u>	<u>High School +90</u>	<u>Bachelor</u>
1	\$11,403.00	\$11,461.00	\$16,197.00	\$17,765.00	\$17,823.00
2	\$11,835.00	\$11,889.00	\$16,567.00	\$18,017.00	\$18,079.00
3	\$12,267.00	\$12,317.00	\$16,937.00	\$18,269.00	\$18,335.00
4	\$12,699.00	\$12,745.00	\$17,305.00	\$18,523.00	\$18,591.00
5	\$13,131.00	\$13,175.00	\$17,675.00	\$18,777.00	\$18,847.00
6	\$13,565.00	\$13,667.00	\$18,045.00	\$19,029.00	\$19,105.00
7	\$13,999.00	\$14,167.00	\$18,409.00	\$19,287.00	\$19,361.00
8	\$14,433.00	\$14,669.00	\$18,759.00	\$19,535.00	\$19,699.00
9	\$14,875.00	\$15,163.00	\$19,137.00	\$19,787.00	\$20,035.00
10	\$15,311.00	\$15,663.00	\$19,505.00	\$20,035.00	\$20,373.00
11	\$15,753.00	\$16,161.00	\$19,873.00	\$20,285.00	\$20,711.00
12	\$16,191.00	\$16,647.00	\$20,239.00	\$20,531.00	\$21,313.00
13	\$16,647.00	\$17,379.00	\$21,019.00	\$21,269.00	\$21,693.00
14	\$17,101.00	\$18,155.00	\$21,693.00	\$22,133.00	\$22,337.00
15	\$17,603.00	\$18,893.00	\$22,617.00	\$23,055.00	\$23,335.00
16	\$18,155.00	\$19,625.00	\$23,175.00	\$23,543.00	\$24,011.00
17	\$18,715.00	\$20,403.00	\$24,043.00	\$24,437.00	\$24,995.00
18	\$19,417.00	\$21,105.00	\$24,935.00	\$25,361.00	\$25,975.00

Off Guide = previous year's salary plus 3.25%

Head Cook

<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$21,950.00	\$22,170.00	\$22,450.00	\$22,789.00
2	\$22,881.00	\$23,101.00	\$23,381.00	\$23,720.00
3	\$23,812.00	\$24,032.00	\$24,312.00	\$24,651.00
4	\$24,743.00	\$24,963.00	\$25,243.00	\$25,582.00
5	\$25,674.00	\$25,894.00	\$26,174.00	\$26,513.00
6	\$26,605.00	\$26,825.00	\$27,105.00	\$27,444.00
7	\$27,536.00	\$27,756.00	\$28,036.00	\$28,375.00
8	\$28,467.00	\$28,687.00	\$28,967.00	\$29,306.00
9	\$29,398.00	\$29,618.00	\$29,898.00	\$30,237.00
10	\$30,329.00	\$30,549.00	\$30,829.00	\$31,168.00
11	\$31,260.00	\$31,480.00	\$31,760.00	\$32,099.00
12	\$32,191.00	\$32,411.00	\$32,691.00	\$33,030.00
13	\$33,122.00	\$33,342.00	\$33,622.00	\$33,961.00
14	\$34,053.00	\$34,273.00	\$34,553.00	\$34,892.00
15	\$34,984.00	\$35,204.00	\$35,484.00	\$35,823.00

Cafeteria Assistants

<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$10.68	\$10.69	\$10.74	\$10.88
2	\$11.43	\$11.44	\$11.49	\$11.63
3	\$12.18	\$12.19	\$12.24	\$12.38
4	\$12.93	\$12.94	\$12.99	\$13.13
5	\$13.68	\$13.69	\$13.74	\$13.88
6	\$14.43	\$14.44	\$14.49	\$14.63
7	\$15.18	\$15.19	\$15.24	\$15.38
8	\$15.93	\$15.94	\$15.99	\$16.13
9	\$16.68	\$16.69	\$16.74	\$16.88
10	\$17.43	\$17.44	\$17.49	\$17.63
11	\$18.18	\$18.20	\$18.25	\$18.39
12	\$18.93	\$18.95	\$19.00	\$19.14
13	\$19.68	\$19.70	\$19.75	\$19.89
14	\$20.43	\$20.48	\$20.53	\$20.67
15	\$21.31	\$21.42	\$21.53	\$21.64

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.
- B.
 - 1. An employee who would like to be reassigned to said vacancy should discuss the matter with his or her Principal/Supervisor and formally request such reassignment in writing to the Superintendent/Designee within the designated cut-off date.
 - 2. An employee who would like to be reassigned to another campus shall discuss the matter with his or her Principal/Supervisor and formally request such reassignment to the Superintendent.
 - 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.
- C. Notice of a reassignment shall be made to the individual employee and notice will be given to all applicants.
- D. 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.
- E. 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.
- F. 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 that changing enrollment patterns may require changes to schedules and assignments after that date.
- G. Support staff will be notified as to whether they will be reappointed on or before June 30th of each school year. 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 shall be included in the Staff Manual will be distributed annually.

A. Procedure – Certificated Staff

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

1. The PIP 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 PIP must conform to the mandates of the New Jersey Department of Education with regard to the published Standards of Professional Development.
2. A pre-evaluation conference may be held at least five (5) days prior to the formal observation.

The objective of this conference will be to determine the time and date of the observation and criteria by which the certificated staff member will be evaluated. The criteria for teacher evaluation shall be included in the Staff Manual. (Tenured certificated staff members shall be evaluated at least once (1) per year no later than March 1. Non-tenured certificated staff members shall be evaluated at least three (3) times per year with the evaluations taking place by October 31, January 31 and April 15.)

3. An observation is a visitation to an assigned workstation by the Principal/Supervisor for the purpose of formally collecting data on the performance of the certificated staff member's academic/vocational assigned duties and responsibilities. A minimum of one full academic class period shall be observed.
4. The post-observation conference shall take place between the Principal/Supervisor and certificated staff member within ten (10) regular workdays of the observation. A written evaluation shall be provided on the approved form. The original document is to be signed and retained for the certificated staff member's personnel file. A copy shall be given to the certificated staff member.

5. An Annual Performance Report (APR) conference shall take place between the Principal/Supervisor and the certificated staff member prior to the last scheduled day of the school year.

The certificated staff member will receive this written report of his or her performance annually. It is understood that the major portions of this report will be based upon the formal evaluations made by the Principal/Supervisor. The original document must be signed, and retained for the certificated staff member's personnel file. A copy shall be given to the certificated staff member.

6. Concurrent with the APR conference, the Principal/Supervisor shall review the certificated staff member's written record of professional development activities for the period July 1 – June 30. At that time, the supervisor, adhering to the New Jersey Department of Education's published Professional Development Framework, will certify the hours of certificated staff member's professional development activity to be credited for that academic year and indicate approval by affixing signature on the form provided. It is the individual certificated staff member's responsibility to retain all relevant documentation of professional development.
7. 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. This response will be appended to the original document and placed with it in the certificated staff member's personnel file.

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 of Education shall pay the cost of full coverage of medical benefits for full-time employees and their dependents.

B. Employee Eligibility

Effective 7/1/04, all new full-time employees, for the first three (3) years, will be offered the District's most economically beneficial 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:

2004-2005	\$25 (not included in the formulary list) \$0 mail \$10 Brand name \$5 generic
2005-2006	\$25 (not included in the formulary list) \$0 mail \$12 Brand Name \$6 generic
2006-2008	\$25 (not included in the formulary list) \$0 mail \$12 Brand Name \$8 generic

Effective 7/1/04, the District will offer a PPO and HMO to new full-time employees. The PPO is the district's primary health plan. Only those employees currently enrolled in the traditional plan prior to 7/1/04 will be offered that health benefits coverage with no additional cost to the employee until such time that they voluntarily select a different plan.

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%
- b) Remaining basic services 100%
- c) Prosthodontic benefits 80%

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

2004-2005	\$1,650
2005-2006	\$1,800
2006-2007	\$2,000
2007-2008	\$2,000

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.

2004-2005	\$1,650
2005-2006	\$1,800
2006-2007	\$2,000
2007-2008	\$2,000

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:

Option II

For Beneficiaries Over 19 Years of Age

Employee, Spouse and Dependents over 19 years of age are entitled to an eye examination and one pair of spectacle lenses or contact lenses twice within a 24 month period, and one frame once every 24 months, from date of service.

For Beneficiaries Under 19 Years of Age

Dependents under the age of 19 are entitled to an eye examination and one pair of spectacle lenses or contact lenses twice within a 12 month period and one frame once every 24 months from date of service.

- Frame \$100.00
- Single vision lenses \$100.00
- Bifocal lenses \$200.00
- Trifocal lenses \$200.00
- Aphakic lenses \$300.00
- Hard/soft contact lenses \$200.00

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. The employee will receive 25% of the cost of the premium coverage paid by the Board for the insurance. 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.

H. The Board will provide the following alternate health care options:

- HMO Plan only

However, the Board of Education shall pay only up to the premium of its most economical plan. Should the premium exceed that of the Board's most economical plan, the difference will be borne by the employee through payroll deductions.

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.

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 \$50,000 (2004-05), \$55,000 (2005-06), \$58,000 (2006-07), \$58,000 (2007-2008) 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 syllabus. 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 \$875.00 per course for a yearly maximum of \$1,750.00 per employee. Eligible support staff members shall be reimbursed a maximum of \$500.00 per course for a yearly maximum of \$1,000.00 per employee.
4. The Board of Education will make every effort to reimburse for courses taken when the employee submits official transcripts and proof of payment. All paper work must be submitted by the employee by the 10th of the month. All reimbursements may be paid at the next regularly scheduled Board meeting. To obtain reimbursement, it is the employee's responsibility to submit an official transcript which contains a passing grade of B or better from the institution through which the course was taken. 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.

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:

A. 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. In the event that two or more non-tenured employees are immediately liable for dismissal or reduction in grade, request from the cognizant principal(s) all material relevant to their performance on the job and forward same to the Superintendent for review.
4. In the event that two or more tenured employees having the identical seniority entitlement are immediately liable for dismissal or reduction in grade, request from the cognizant principal(s) all material relevant to their performance on the job 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

A. 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.

B. 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 will be 75% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed. Said increase to become effective as of the beginning of the Association

membership year immediately following the effective date of the change.

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 by telegram or registered letter at the following addresses:

If by Association to Board: President
Board of Education
Burlington County Special Services
School District
PO Box 775, Woodlane Road
Mount Holly, NJ 08060

If by Board to Association: President
Special Services Education Association
Burlington County Special Services
School District
PO Box 775, Woodlane Road
Mount Holly, NJ 08060

Article XVI

Duration of Agreement

The parties recognize and agree that the negotiations process has in an agreement covering four school years but that in order to comply with law, the duration shall be for two terms: July 1, 2004 to June 30, 2005 and July 1, 2005 to June 30, 2008. Therefore, two separate Duration of Agreement pages shall be executed.

- A. Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2005. This Agreement shall expire on the date indicated unless an extension is agreed to, in writing, by both parties.

WITNESS:

Dated: _____

Burlington County Special Services
Education Association

Burlington County Special Services
Board of Education

President

President

Secretary

Secretary

Negotiator

Negotiator

B. Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. This Agreement shall expire on the date indicated unless an extension is agreed to, in writing, by both parties.

WITNESS:

Dated: _____

Burlington County Special Services
Education Association

Burlington County Special Services
Board of Education

President

President

Secretary

Secretary

Negotiator

Negotiator