

AGREEMENT  
BETWEEN THE  
SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

and the

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION  
EDUCATION ASSOCIATION

JULY 1, 2004 -- JUNE 30, 2007

*SCESCEA Ratified : March 10, 2004*

*SCESC Board Ratified : March 25, 2004*





## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole representative designated for the purpose of collective negotiations by the majority of the teachers and certified, non-teaching employees in paragraph B.
- B. Members within the bargaining unit are limited to full-time teachers and certified non-teaching employees assigned to the Secondary Academy, Elementary Academy and the Non-public Basic Skills Program, as well as full-time and part-time teachers and certified non-teaching personnel assigned to the Alternative High School. All others are excluded.
- C. Eligible Part-time teachers will receive, as appropriate, prorated benefits defined in this Agreement.

## ARTICLE II

### NEGOTIATIONS OVER SUCCESSOR AGREEMENT

- A. To effect the development of a successor agreement, the Board and the Association agree to commence negotiations on or before January 15 of the final year of the contract to establish ground rules.
- B. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- C. Both parties' teams have the authority to reach tentative agreement only. Ratification of any tentative agreement is reserved to the full Board and Association respectively.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Definitions:

##### Grievance:

A claim by a teacher or the Association based upon the interpretation, application or alleged violation of this agreement, Board policy or administrative decision adversely affecting terms and conditions of employment of a teacher or a group of teachers.

##### Grievant:

The teacher or teachers making the claim.

##### Conferee:

A fellow teacher or other representative.

#### A. GENERAL

- 1. Failure of reemployment of a non-tenured teacher is not a grievable matter at any level.
- 2. A grievant shall have the right to present his/her own appeal or to designate another person of his/her own choosing to appear with him/her at any step of his/her appeal.
- 3. A grievance must be initiated by the teacher within ten (10) school days of the date the teacher knew or should have known of its occurrence.
- 4. If the same alleged grievance or substantially the same alleged grievance is made by more than one teacher against one respondent, only one teacher on behalf of self and the other complainants may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and not subject to further appeal.
6. The time limit provided for in this procedure may be extended by mutual written agreement of the parties.
7. It is agreed and understood that during and notwithstanding the pendency of any grievance, all teachers including the grievant, shall continue under the direction of the Superintendent and continue to observe all assignments and applicable policies, rules and regulations of the Board until such grievance or grievances and any effect thereof shall have been fully determined.
8. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
9. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.
10. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
11. A copy of all correspondence shall be sent to the Association prior to each level and subsequent to each decision.
12. Nothing herein contained shall be construed as limiting the right of any teacher 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 meeting for adjustment and to state its views.
13. The Superintendent and the Association mutually agree to develop and institute a grievance form to be used for the processing of grievances. LEVEL ONE:
  - A. Alleged grievances by a teacher should be discussed in a private, informal conference with the grievant's immediate supervisor.
  - B. The immediate supervisor must render an oral decision within five (5) school days.

LEVEL TWO:

- A. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, the grievant has five (5) school days to present his/her grievance in writing to the supervisor with immediate supervisory responsibilities for the position to which the complainant is assigned. The name of the conferee shall be included in the written statement of grievance. This statement shall be a clear, concise statement of the grievance; the circumstances on which the grievance is

based; the decision rendered at the private conference; and the remedy sought.

- B. The immediate supervisor shall communicate his/her decision in writing with reasons, to the teacher(s) within ten (10) school days of receipt of the written grievance.

LEVEL THREE:

- A. The teacher, no later than five (5) school days after receipt of the supervisor's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and shall include a copy of the original grievance; the decision rendered; and a clear, concise statement of the reasons for the appeal on the decision.
- B. The Superintendent shall communicate his/her decision in writing to the grievant within fifteen (15) school days from the receipt of the written appeal or date of conference.
- C. Either party in the appeal may request a personal conference within the above time limits.

LEVEL FOUR:

- A. Within five (5) school days after receiving the decision of the Superintendent, the grievant may, on his/her own or through a conferee, appeal the decision in writing to the Board.
- B. The Board or a Committee to act on its behalf shall schedule the matter for a hearing at an executive session to be held within twenty-five (25) school days from the receipt of the written appeal. The grievant and his/her conferee shall be present at the hearing.
- C. Within twenty (20) school days, of the hearing, the Board or the Committee will submit its decision in writing, together with supporting reasons to the grievant. A copy shall be furnished to the supervisor involved and the Superintendent.

LEVEL FIVE:

- A. No claim by a member of the bargaining unit or the Association shall constitute a grievable matter beyond Level Four or be processed beyond Level Four unless it alleges a specific violation of a provision of this agreement or if it is a matter which (a) a method of review is prescribed by law or State Board rule having the force and effect of law, or (b) the Board of Education is without authority to act.

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, he/she shall refer the grievance to the Association . Within ten (10) school days of receipt of the Board's decision, the Association may request non-binding or advisory arbitration of the grievance through written notification to the Board through the Superintendent.

- B. Advisory Arbitration
  - 1. A request will be made to the Public Employment Relations Commission (PERC) to submit a

roster of persons qualified to function as an arbitrator in the dispute in question. The parties agree to abide by the rules and regulations of PERC in the selection of an arbitrator.

2. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory, except as otherwise required by law. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
3. The Board shall render its final decision within twenty-five (25) school days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.

C. Costs

1. The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties, and such costs shall be shared equally.
2. All other costs shall be borne by the parties incurring them.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is required by the Board or its agent to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or benefits.
- B. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have a teacher's room in an area agreeable to both the Association and the Administration. Materials to be posted shall be initialed by the President or Vice President of the Association. The Superintendent may restrict the posting of any material he/she deems inappropriate..
- D. The Association shall have the right to use school equipment on-site upon approval of the Superintendent, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Board shall provide appropriate billing to the Association for such use and for the cost of all repairs to damaged equipment.
- E. The Board agrees to deduct from the salary of each teacher from whom it receives a written authorization to do so, one-tenth (1/10) of the required amount of fees for the payment of Association dues each month, in accordance with the law.
- F. Association representatives shall not leave their respective work places during their scheduled working hours for the purpose of transacting Association business.
- G. The Board shall make available to designated members of the Association, for inspection, all public records, public data and public information relative to the Somerset County Educational Services Commission's Programs. These will be honored by the Board no later than four(4) school days after receipt of the request.



## ARTICLE V

### TEACHING HOURS, TEACHING DUTIES, AND NON-TEACHING DUTIES

- A. Teachers shall not be required to "clock in" or "clock out" by hours and minutes. Each teacher shall indicate his/her presence for duty by placing his/her signature in the sign-in register.
- B. All teachers will be required to keep lesson plans and be prepared to present them regularly to supervisory personnel for review and recommendations.
- C. When teachers leave the building for lunch they shall notify the office (See D. 3 Below)
- D.
  - 1. The teachers in-school workday shall consist of six (6) hours and fifteen minutes per day.
    - (a) Fifteen (15) minutes per day shall be used for teachers to consult with other teachers, counselors, and administrators concerning educational issues. Teachers will not be required to use the extra fifteen (15) minutes for non-professional duties (bus duty, etc.), or to write formal curriculum.  
Informational: It is understood by both the Association and Board that curricular issues are an appropriate topic for faculty discussion, thus the sentence is a redundancy.
    - (b) The parties agree to flex schedule option under which teachers may be asked to report earlier or remain later than the normal workday. In no event shall a teacher be involuntarily assigned earlier 7:45AM or 3:15PM. Teachers may volunteer for assignments outside the preceding time limits. Assignments must be continuous six (6) hours and fifteen (15) minutes. Once assigned the schedule shall remain in effect for the remainder of the school year and shall not be changed except in extenuating circumstances. The above time limits do not apply to employees hired after 7/1/01 . The work week will be Monday through Friday.
  - 2. The instructional/pupil contact time shall not exceed five (5) hours and fifteen (15) minutes.
  - 3. The Board guarantees all teachers a duty free lunch equal to one period. Except in cases of emergency, during lunch period, teachers shall be permitted to leave the building provided they sign out before leaving the school and sign in upon their return.
  - 4. Unless additional meetings are approved or directed by the Superintendent, there shall be no more than two scheduled faculty meeting per month for a maximum duration of sixty (60) minutes Faculty meetings are to begin at the end of the teacher's work day. The administration may schedule two (2) one hour in-service meetings per year. It is understood that the administration does not intend to unnecessarily hold staff later than the time needed to discuss the agenda.
- E.
  - 1. All teachers shall have a minimum of one preparation period for each five periods taught. These preparation periods will be scheduled during the student day.
  - 2. When a teacher is requested to cover a class or otherwise assigned a duty more than two (2) times a year during scheduled preparation periods, the teacher shall be paid twenty dollars (\$20.00) for each lost preparation period or portion thereof. Payment shall be made within 45 days of submission of request to the immediate supervisor.

3. Teachers may be scheduled for duty and/or meetings during any other time of the teacher work day.
- F. 1. All full-time classroom teachers who operate under the Behavior Evaluation Program (BEP) shall have one (1) additional preparation period per week scheduled, after students' school day for approximately 40 minutes. For example, if students are dismissed at 1:40 pm, the BEP prep would begin after 1:40 pm with the additional understanding that counselors would be available to meet with teachers during the BEP prep time. This period shall be used for BEP paper work and also for meetings concerning the BEP with administrators, teachers, parents, psychologist, social worker, and students. If a teacher participates in an IEP meeting during a scheduled BEP period, said BEP period will be considered a lost preparation period. The administration and association will evaluate and mutually agree to the utilization of the BEP period by staff and modify or eliminate if it is not meeting the goals of the program.  
INFORMATIONAL: This will provide the administration with the ability to explore alternative behavior programs to meet our changing student body. It is understood that the BEP prep will be scheduled for the same day throughout the school year and the counselors will be available to the teachers during this prep.
  - G. Teachers may suggest appropriate faculty meeting agenda items to the administration.
  - H. Teachers shall be required to attend one (1) evening session for parent conferences as scheduled and approved by the Superintendent.
  - I. Teachers shall not be required to perform custodial functions.
  - J. Teachers shall not be required to transport students in their privately owned vehicles. However, a teacher may do so voluntarily with prior written approval of the Principal, Superintendent, or when requested to do so by the Principal in writing and approved by the Superintendent. He/she shall be compensated at the IRS rate per mile for such approved trips. Payment for mileage reimbursement shall be made within 45 days of submission of request to immediate supervisor. The Board shall maintain automobile liability insurance coverage for teachers who transport students as outlined above. Such insurance shall be in excess of the individual teacher's personal primary liability insurance coverage.  
Informational: The Association would like the administration to develop a form for the teacher to fill out and submit for approval to transport a student in his/her personal auto. For 2004-2007
  - K. The Board will reimburse teachers in the amount of thirty two (\$32.00) per hour, or part thereof, for all curriculum work performed after regular hours, as authorized by the Superintendent.  
Informational: Changed for 2004-2007 contract
  - L. Reimbursement for all approved purchases of \$25.00 or less shall be made on approved forms and signed by the appropriate administrator and superintendent. Every effort will be made to reimburse the individual within ten (10) days but no later than 20 days after the forms have been properly filed.  
Informational: Expense vouchers are posted for board approval monthly and the old 10 day limit should be updated to reflect current procedures. For 2004-2007
  - M. Teachers who volunteer for after school-monitoring of late buses shall receive ten (\$10.00) for the first half hour, and ten (\$10.00) for each additional half hour or part of, as directed by the administration.
  - N. Teachers will be reimbursed at the IRS rate per mile for any required travel in addition to their initial assignment for that day. Payment will be made within 45 days of submission of request to immediate supervisor.

## ARTICLE VI

### SALARIES

- A. The salaries of all teachers covered by the Agreement are set forth in Article XVIII, which is attached hereto and made a part hereof.
- B. Teachers will be given experience credit on the salary guide of up to four (4) years for previous military experience.
- C. Placement on the salary guide shall be initially determined by the Superintendent. Degrees and hours must be verified by official transcripts from accredited colleges.
- D. Credits to be considered for placement on the salary guide must be taken at an accredited college.  
  
In order to be considered toward placement on the guide beyond the Master's Degree, all credits must be completed after attaining the Master's Degree.
- E. In the event of achievement of a graduate degree or additional graduate credit, it shall be the individual teacher's responsibility to notify the Board, in writing, no later than August 15th (for a September adjustment) and January 15th (for a February adjustment) of each year, with verification by official transcript as soon as available. No change in guide placement will be considered at any other time of the year.
- F. Teachers employed on a ten-(10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- G. Pay dates shall be the 15th and 30th/31st of each month. In cases where a pay date falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day. \*The Commission has had problems with the ADP default computer program issuing payroll checks with the end of the month date of the 31<sup>st</sup> instead of the 30<sup>th</sup>. In the event this should occur, payroll checks will be given out on the 30<sup>th</sup> with notification to the bank to cash checks after 3:00 pm on the 30<sup>th</sup>. \*Not to exceed two (2) times per school year.
- H. Teachers shall receive their final checks on the last working day in June after completing all assigned duties and responsibilities, according to a checklist of items made available by June 15th.
- I. A teacher shall be given a full year's credit on the salary guide if he/she is employed by February 1, or if he/she is actively employed for 5 months or more during the school year.
- J. The Board of Directors will reimburse teachers for tuition for graduate courses, not required for initial certification, at the current Rutgers tuition rate per credit hour.
- K. In order to be considered for reimbursement all of the following apply:

1. The teaching staff member must receive prior written authorization from the Chief School Administrator. Approval shall not be unreasonably denied.
2. Tuition reimbursement shall be made once a year, in the Fall for the preceding fiscal year, July 1 through June 30.
3. The course must be in or directly related to the education profession.
4. The course must be successfully completed with a grade of B or better, or a pass in a pass-fail course.
5. The maximum liability of the Commission for tuition reimbursement shall be *\$22,000 for year 1 (2004-2005), \$24,000 year 2 (2005-2006) and \$26,000 year 3 (2006-2007)* per fiscal year with a limit of (9) credits per individual per year. Amounts not expended in one fiscal year will be added to money available in the following year. Following the completion of each 12 month period, July 1 through June 30, the annual allotment shall be apportioned among all unit members who completed approved graduate course up to a maximum of 9 credits taken during the period, but in no case to any individual in excess of the amount per credit of the Rutgers tuition rate in effect at that time. Any unused monies shall revert to the Board after year three (2006-2007).
6. Reimbursement will be as soon as possible in the Fall of each year following verification of course completion and grade.

K. The Board shall provide a system for direct deposit of regular pay checks for employees. Employees shall notify the Board of their desire to participate in the direct deposit program no later than the first day of school in September and must remain in the program for the entire year.  
 Informational: ADP needs two months to set up direct deposit with month one used a pre-note test of the Federal Reserve routing sequencing.

L. Option 1. Less than 20 years of Service in the SCESC  
 The Board of Directors shall implement a plan for reimbursement of accumulated sick days at the rate of fifteen dollars (\$15.00) per day up to a maximum of \$2,500.00 for teachers who retire prior to July 1 of a school year. Teachers shall notify the Superintendent by November 1 of their intention to retire to receive immediate benefits and not merely "Deferred Retirement" according to the provisions of the pension and annuity fund.

or

Option 2. Twenty (20) years of Service in the SCESC. When a teacher retires from active duty in accordance with the Teachers Pension and Annuity Plan after twenty (20) years of service with the Somerset County Educational Services Commission, the Board will pay the teacher for unused sick leave at the rate of \$45.00 per day not to exceed a total of \$7,500.00 per individual. If an employee retires within the first eighteen (18) months of this contract herein defined as July 1, 2004 to January 31, 2006, an additional incentive of \$1,000 will be paid.

\* Only one option may be selected.

M. Association members may choose to have money deducted monthly to be paid into a Tax Sheltered Annuity Account by completing the carrier authorization form and submitting it to the Business Office by the 5th business day of the month in which the charge is to occur. The Board shall choose the carriers after considering recommendations from the Association. Association members may choose only one carrier per school year. Association members may

alter the amount of their deduction (no more than three alterations per year per individual) by informing the Business Office in writing by the 5th (business) day of the month in which they want the change to take place.

Informational: Wording clarifications: With changes in tax shelter regulations, three adjustments per year is reasonable. For 2004-2007

## ARTICLE VII

### PERSONAL ILLNESS LEAVE

- A. Teachers with full-year contracts shall be granted eleven (11) personal illness days each year as of the first official day of said school year, whether or not they report for duty on that day. Any teacher who works beyond a 10-month year shall receive 1 additional personal illness day for each full month worked. A maximum of three personal illness days may be used as family illness days. Teachers who begin employment in a month other than September shall be granted one personal illness leave day for each month remaining in the school year plus one (1) day for a 10 month employee.

*Informational: Clarifies procedures. For 2004-2007*

Unused personal illness leave days shall be accumulated from year to year with no maximum limit.

- B. Personal illness leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Superintendent may require a physician's certificate at any time.
- C. Teachers shall be given a written accounting of accumulated personal illness leave days no later than September 30th of each school year.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year not to exceed eight (8) days per school year.
1. Two (2) personal leave days without reason shall be granted upon notice by the teacher. Unused personal leave days will be accumulated as sick days. One (1) personal family leave day shall be granted upon notice by the teacher which will be non accumulative from year to year.
    - a. Notification or application for these leaves shall be made in writing to the Superintendent or Principal at least five (5) school days before the date of requested leave, except in case of emergency.
    - b. Personal leave on days immediately preceding or following scheduled school holidays may be

granted only for extenuating circumstance at the discretion of the Superintendent.

- c. Not more than two teachers will be granted leaves of absence, under this section, on any given day, except in case of emergency and subject to the availability of substitute coverage.
2. Up to five (5) days leave in the event of death of a teacher's spouse, child, father, mother, brother, sister, grandmother and grandfather, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law; and, may use two (2) days of the five day leave, in the event of the death of a loved one or relative, including persons living in the employee's immediate household as follows:
    - a. Roommates living within your immediate household.
    - b. Relatives living within your immediate household.
    - c. A common descent aunt or uncle of the employee.
    - d. Fiancé or fiancée' or long-time close relationship.
- B. No other leaves of absence, with or without pay, may be taken without approval of the Board.
- C. Teachers absent for any reason not heretofore specified shall have a salary deduction of the per diem rate of 1/200 of the annual contracted salary.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

#### A. Medical Disability Leave:

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence. Such leave shall be without pay, except that the teacher may, during the period of actual medical disability, utilize accumulated personal illness leave benefits.
2. A teacher who anticipates a medical disability shall notify the Superintendent in writing of the anticipated commencement date of the disability as soon as the teacher knows of it.
3.
  - a. The Board reserves the right to regulate the commencement and within one month of teacher's request to return to work, termination dates of the anticipated medical disability leave in order to preserve educational continuity.  
Informational: The Association requested the clarification so that a teacher could not be held back from returning to work for months. This clarifies the good will intention of the Association and Board to return a teacher from a medical leave within a reasonable period of time, for example at the beginning of the next month. For 2004-2007
  - b. The teacher shall specify in writing a best estimate of the dates of commencement and termination of the requested medical disability leave, and the Board shall consider these dates when granting a leave.

- c. Nothing herein shall prevent the teacher or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change in the dates of a leave already granted by the Board should be submitted at least two weeks in advance and there should be no more than a two-week discrepancy on the mutually agreed upon new dates.
- 4. A teacher returning from a medical disability shall be entitled to all benefits to which that teacher was entitled at the time the leave commenced, less any used personal illness leave, due to disability.
- 5. Health Plan insurance premiums as per this contract and subject to the regulations of the carrier, shall continue to be paid by the Board for up to a one-year period for a teacher who is on medical disability leave. Teachers on a non-medical extended leave shall pay Health Plan insurance premiums, as per this contract and subject to the regulations of the carrier, according to the plan selected by the teacher. Only teachers on paid leave of absence shall be considered for payment of their Health Plan insurance premiums by the Board of Directors, subject to law. Teachers on unpaid leave of absence may continue their health insurance coverage under the existing SCESC plan, if they pay the premium one month in advance, subject to the regulations of the carrier, subject to law.

B. Adoption and Child-Rearing Leave:

- 1. For purpose of adoption and/or child-rearing, teachers shall be granted an extended leave of absence without pay.
- 2. Child-rearing leave under this section is defined to mean a voluntary absence from active employment for the purpose of child care commencing after the birth of a child or after the end of a pregnancy-related disability or on the approximate date of obtaining legal guardianship of an adopted child.
- 3. A teacher who anticipates taking a leave under this section shall notify the Superintendent, in writing, of the anticipated commencement date of such leave as soon as the teacher knows of it.
- 4. A.. The Board reserves the right to regulate commencement and within one month of teacher's request to return to work, termination dates of leaves for these purposes in order to preserve educational continuity.  
 Informational: The Association requested the clarification so that a teacher could not be held back from returning to work for months. This clarifies the good will intention of the Association and Board to return a teacher from a medical leave within a reasonable period of time, for example at the beginning of the next month. For 2004-2007
- B. Nothing herein shall prevent the teacher or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change must be submitted in writing to the Superintendent by the teacher at least two weeks prior to the requested date of return.
- 5. Leave under this section shall terminate no later than the beginning of the school year following the first birthday of the child, or in the case of adoption, no later than the beginning of the school year following the first annual celebration of the date of legal guardianship and in

either case the teacher must notify the Superintendent of his/her intent to return no later than the preceding April 1st.

- C. All benefits to which a teacher was entitled shall cease at the time his/her leave of absence under this article commences, but upon returning, the teacher shall be entitled to all benefits to which he/she was entitled at the time the leave commenced.
- D. The Board shall be notified in writing by April 1 before the expiration of a leave granted under this article, that he/she intends to return to work at the beginning of the subsequent school year. Failure to so notify the Board constitutes a resignation.
- E. Time spent on leave under this article shall not count toward the fulfillment of the time requirements for acquiring tenure, salary guide placement experience, seniority, sick leave accumulation, etc., except as provided for in Article VI paragraph I.
- F. Nothing in this article shall be construed as obliging the Board to grant leaves to teachers, who are not under tenure, beyond the expiration date of their teaching contracts.

## ARTICLE X

### INSURANCE PROTECTION

- A. The Board agrees, that for the life of this contract, employees hired before June 30, 2004 will be provided individual health-care insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Health Benefits Plan for Blue Cross, Blue Shield, Major Medical and Rider J. However, no medical benefits shall be granted to part-time or hourly employees.

Informational: Teachers are considered full time employees when employed 29.5 hours or more per week.(Unit members employed as of July 1, 1998 shall be grand-fathered from this provision to the extend of permitted by law and the rule of the insurance provider selected by the Commission.

- Aa The Board agrees that for the life of this contract employees hired after July 1, 2004 will be provided only individual health-care PPO insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Plus (PPO) plan. However, no medical benefits shall be granted to part-time or hourly employees.

Informational: Teachers are considered full time employees when employed 29.5 hours or more per week. The employee may switch to coverage as listed in Article X, section A above after receiving tenure.\*

\*The Board reserves the right to activate or deactivate Article X, Section Aa based upon the needs of the Commission, to the extend permitted by law and by the rules of the insurance provider selected by the Commission.

- B. The Board shall request the health-care insurance carrier to provide each teacher with a description of the health-care insurance coverage provided under this article including conditions and limits of coverage listed.



- C. The Board agrees that for the life of this contract it will provide individual dental health-care insurance coverage for the teacher at the 1995-96 rate (\$28.81). The Association member, through a payroll deduction, will pay any increases during the 2004-2007 contract. In the event the Board decides to change carriers, coverage will be provided equal to the current Delta Dental policy. A meeting to explain the new carrier will be held prior to the Board's approval.  
Informational: 2003-2004 rate was (\$43.28).

## ARTICLE XI

### SCHOOL CALENDAR

- A. The Superintendent shall review the school calendar with representatives of the Association and take into consideration their recommendations no later than one week prior to transmitting it to the Board.

## ARTICLE XII

### WORK YEAR

- A. The in-school work year for teachers, employed on a ten (10) month basis shall not exceed 186 days. Except for Non Public staff qualifying under Article D below. New teachers may be required to attend additional days of orientation.
- B. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teachers' attendance is required.
- C. The following days will be half-days for teachers: the day before Thanksgiving vacation and the day before Winter Recess.  
Informational: The day before Thanksgiving, Winter Recess and one parent conference day (evening conference), will be half days for students.
- D. Up to three (3) Non Public staff members shall annually work a prorated separate school calendar based on the applicable non public school they are servicing with a minimum of 160 work days. Other Non Public staff may voluntarily apply for the modified prorated school work year based on programmatic needs of the Commission and as approved by Superintendent. Based upon programmatic needs of the Commission and if more than three staff members volunteer, the Superintendent may approve additional requests.  
Informational: Voluntary requests will have first priority. It is understood that the experience and longevity of the employees would be considered in the selection of staff with the least years of service assigned to the prorated school work year first.

## ARTICLE XIII

### EVALUATION

#### A. Observation - Evaluation

1. There shall be a minimum of three (3) observations per year for non-tenured teachers.
2. There shall be a minimum of one (1) observation per year for tenured teachers.
3. Each observation shall be followed by a conference between the staff member and his/her supervisor, within ten working days of the observation. A written report of the observation shall be given to the staff member at least one day prior to the conference.
4. Both parties to each conference shall sign the report and have such copy made available for their records. Such signature shall indicate solely that it has been read and the conference has taken place. The teacher's signature shall not be construed to indicate agreement with or acceptance of the evaluation. The staff member shall have the right to submit a written response to the report within ten (10) days following the conference. The response will be reviewed by the supervisor and then attached to the report and made part of the teacher's personnel file.
5. Once a year, an Annual Performance Evaluation shall be completed for each teacher by his/her supervisor.

The procedures outlined above are considered minimum for observation and evaluation purposes and do not preclude additional observations and/or evaluations during the school year.

#### B. Guidelines for Evaluation

1. Criteria for teacher evaluation shall be developed by the Board. An advisory committee of two (2) teachers and the Principal shall be established to provide professional staff input into the development of such criteria.
2. A copy of the criteria shall be given to each teacher by September 15 of each year. The Association agrees to remind the administration in September of each year of this article. For 2004-2007.

#### C. Personnel File

1. A teacher shall have the right, upon written request to the Superintendent or his/her designee, to inspect his/her personnel file at reasonable times during the normal work hours of the Superintendent's Office. Such request shall be granted within five (5) working days. He/she shall have the right to respond in writing to any item included in the file which he/she has not previously seen.
2. Prior to placing any material in a teacher's personnel file, such material will be shown to the teacher and the teacher will have an opportunity to read, sign, and/or attach a written response to the same.

## ARTICLE XIV

### PROMOTION AND VACANCIES

Except in case of emergency, a notice shall be posted for a minimum of two (2) weeks whenever a vacancy occurs or a new position is created during the school year.

## ARTICLE XV

### MISCELLANEOUS

Teachers will be required to give the necessary time as individuals or as members of committees to take part in periodic evaluations by the New Jersey State Department of Education and/or such evaluation or reports as the State Board of Education may require.

For the purposes of calculations:

Per Diem Deductions from salary will be 1/200 of 10 month annual salary.

Per Diem Payments of salary will be 1/200 of 10 month annual salary.

## ARTICLE XVI

### AGENCY SHOP

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part of 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.

1. The Association agrees to notify the Board of Education in writing of the amount of the representation fee to be collected for each listed member. The Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
2. The Association will determine the amount of the representation fee in accordance with law, which shall not exceed 85% of the regular membership dues.
3. The Board will deduct from the salaries of such employees in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
4. Payment of the representation fee shall be made to the bargaining representative during the term of the collective bargaining agreement, but in no case sooner than the 30<sup>th</sup> day following

the beginning of an employee's employment in a position included in the negotiating unit, and the 10<sup>th</sup> day following re-entry into the unit.

Re-entry: Employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position, and individuals being re-employed in such unit from a re-employment list.

5. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
6. 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. Fee shall be deducted after February 1 of each school year in equal monthly installments to be paid February thru June of each year.
7. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
8. The Board shall continue its current procedure of submitting to the Association a copy of the Agenda of the Somerset County Educational Services Commission including section "C: Personnel", listing all employees who began their employment in a teacher's bargaining unit position during the time period covered by the meeting.

Informational: Current practice: The Association President receives a copy of the Board Agenda approximately one week prior to each Board meeting which lists all new employees, date of hire, position and salary.

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

## ARTICLE XVII

### CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XVIII

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION  
Somerset County Educational Services Commission Education Association  
Salary Guide

Salary Guide Step	BA	MA	MA+30
1-2	37,470	42,000	46,530
3	37,570	42,100	46,630
4	37,670	42,200	46,730
5	38,070	42,600	47,130
6	39,440	43,970	48,500
7	40,865	45,395	49,925
8	42,345	46,875	51,405
9	43,885	48,415	52,945
10	45,485	50,015	54,545
11	47,140	51,670	56,200
12	48,850	53,380	57,910
13	50,615	55,145	59,675
14	52,435	56,965	61,495
15	54,310	58,840	63,370
16	56,240	60,770	65,300
17	58,225	62,755	67,285
18	60,265	64,795	69,325
19	62,360	66,890	71,420
20	64,510	69,040	75,050

YEAR 2

2005-2006

Somerset Co. Ed Services

Salary Guide

Step	BA	MA	MA+30
1	39,225	43,850	48,475
2-3	39,325	43,950	48,575
4	39,425	44,050	48,675
5	39,785	44,410	49,035
6	41,200	45,825	50,450
7	42,660	47,285	51,910
8	44,165	48,790	53,415
9	45,715	50,340	54,965
10	47,310	51,935	56,560
11	48,955	53,580	58,205
12	50,650	55,275	59,900
13	52,395	57,020	61,645
14	54,190	58,815	63,440
15	56,035	60,660	65,285
16	57,930	62,555	67,180
17	59,875	64,500	69,125
18	61,870	66,495	71,120
19	63,915	68,540	73,165
20	66,010	70,635	76,540

YEAR 3  
2006-2007 Somerset Co. Ed Services

Salary Guide Step	BA	MA	MA+30
1-2	40,805	45,555	50,305
3-4	40,905	45,655	50,405
5	41,380	46,130	40,880
6	42,785	47,535	52,285
7	44,235	48,985	53,735
8	45,730	50,480	55,230
9	47,270	52,020	56,770
10	48,860	53,610	58,360
11	50,500	55,250	60,000
12	51,190	56,940	61,690
13	52,930	58,680	63,430
14	55,720	60,470	65,220
15	57,560	62,310	67,060
16	59,450	64,200	68,950
17	61,390	66,140	70,890
18	63,380	68,130	72,880
19	65,420	70,170	74,920
20	67,510	72,260	78,040

The Board of Directors reserves the right to withhold any and all increments to any teacher on this guide, if the Board feels that the teacher is not performing to the best of his/her ability. Salary increments are conditional upon recommendation from the Superintendent and are not automatically granted to a teacher merely because the teacher has completed one additional year of teaching.

ARTICLE XIV

DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2004** and continued in effect until **June 30, 2007**. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.

This agreement constitutes the complete understanding of all that was negotiated between the parties.

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION EDUCATION ASSOCIATION

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION Board of Directors

BY: \_\_\_\_\_  
President: Cindy Feder

\_\_\_\_\_  
President: Robert Fulton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary: Kelley Beahan  
*Fulton resident Robert Fulton*

\_\_\_\_\_  
Negotiations, Chairperson : Mr. Al Smith, *President Robert*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION EDUCATION ASSOCIATION

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

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