



CONTRACT BETWEEN

CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION

AND

CAMDEN COUNTY EDUCATIONAL SERVICES
EDUCATION ASSOCIATION

FOR THE PERIOD OF

July 1, 2019-20 THROUGH June 30, 2021-22

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Preamble

This agreement entered into this 1st day of July 2019 between the Camden County Educational Services Commission, Camden County, New Jersey hereafter called the "Commission", and the Camden County Educational Services Education Association, hereafter called the "Association."

Whereas, the parties have fulfilled their obligations to engage in collective negotiations and have reached certain understanding which they desire to confirm in this agreement as follows:

Article 1 - Recognition

The Camden County Educational Services Commission (the Commission) hereby recognizes the Camden County Educational Services Education Association (the Association) as the majority representative for collective negotiations concerning terms and conditions of employment under the unit certified by the Public Employment Relations Commission in 1986 as modified and described below:

Included are all teachers and educational services personnel (who hereafter may also be referred to as members, unit members, staff, employee, etc.) defined as professionals holding current and applicable certifications issued by the State Board of Examiners permitting them to be employed in a teaching or educational service (N.J.A.C. 6A:9B14.1-6, and 8-20) position, who provide services in schools.

Excluded are all other employees including, but not limited to, administrators, coordinators (other than those referenced in N.J.A.C. 6A:9B14.1-6, and 8-20), clerical staff, instructional assistants, supervisors, confidential and managerial executives, substitutes, and non-contractual hourly employees within the meaning of the Act, and guards, teachers and educational services personnel employed at the Camden County Juvenile Detention Center (formerly the Camden County Youth Center).

Article 2 - Negotiation Procedures

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the mandatory negotiable terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and shall only be valid when ratified by the Association and the full Commission in a public meeting. When ratified, such writing shall be signed by both parties.

B. During negotiations the Commission and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in the course of negotiations and to enter into a tentative memorandum of agreement; however, no agreements reached are valid until ratified as provided above.

D. This agreement represents the complete and total agreement between the parties on any and all matters which or could have been the subject of negotiations between the parties.

E. If both parties mutually agree in writing, negotiations may be reopened for the purpose of amending any section of this agreement. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, submitted for ratification as provided above, and if ratified, signed by the parties.

F. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement.

G. 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.

H. Negotiations will commence on or about November 15 of the final year of the Agreement.

Article 3 - Grievance Procedure

A. Definition: The term "grievance" means a complaint that there has been an improper interpretation or violation of an express term or provision of this contract.

B. Procedure:

Step One: Informal

An aggrieved person shall first discuss it with his/her immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally. A response shall be given within five (5) school days. No grievance shall be brought to the informal level if thirty (30) calendar days have lapsed since the grievance occurred.

Step Two: Immediate Supervisor-Formal

1. If the aggrieved person is not satisfied with the disposition of the grievance at step one, they shall submit the grievance in writing to the Professional Rights & Responsibility (PR&R) Committee within ten (10) school days after the grievance was presented, together with a report setting forth the action taken, the efforts made, and investigation conducted in attempting to resolve the grievance.

2. The PR&R Committee shall forward a duplicate copy of the written grievance and report to the immediate supervisor within five (5) school days after having received said information.

3. The immediate supervisor shall forward the duplicate copy of the written grievance and his/her report to the Superintendent and Association within five (5) school days after having received a copy of the grievance and report.

Step Three: Superintendent

1. The Superintendent shall hold a hearing on the grievance within ten (10) school days after the grievance is filed at this step. The aggrieved person and a representative of the Association shall be present at the hearing and may present such facts as are relevant to the grievance being considered.

2. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing. A copy of such decision shall be forwarded to the Association immediately.

Step Four: Commission's Grievance Committee

1. In the event that the grievant is not satisfied with the disposition of the grievance at Step Three, he/she may request the PR&R Committee to appeal the grievance to the Commission Grievance Committee, in which event the PR&R Committee shall take the appeal by notifying the Superintendent in writing within five (5) school days following his/her decision.

2. The Commission Grievance Committee shall meet in executive session with the grievant and his/her representatives on the grievance at its next regularly scheduled meeting after the appeal is filed to review the relevant facts presented at Step Two.

3. The Commission shall render a decision on the grievance within five (5) calendar days after the meeting and a copy of the decision shall be forwarded immediately to the Association.

Step Five: Arbitration

1. In the event the aggrieved person is not satisfied with the disposition of the grievance at Step Four, he/she may, within five (5) school days after receiving notice of the decision by the Commission, request in writing that the PR&R Committee determine that

the grievance is meritorious and be submitted to arbitration. The Association may submit the grievance to arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

2. Within ten (10) school days after such written notice of submission to arbitration, the Commission 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 no arbitrator can be agreed upon, the Commission and the Association shall request a roster of arbitrators from PERC and shall select an arbitrator according to PERC procedures.

3. The Arbitrator shall render his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to add to or subtract from or modify the agreement. The decision of the arbitrator shall be submitted to the Commission and the Association and shall be an advisory decision.

4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

Article 4 - Teacher Rights

A. Pursuant to Chapter 123, Public Laws of 1974, the Commission and the Association hereby agree that teachers shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist any employee to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any of the foregoing activities. The Commission and the Association agree that neither of them shall directly and indirectly discourage or deprive rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that they shall not discriminate against any teachers with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or lack of membership in the Association and its affiliates, participation or refusal to participate in any activities of the Associations and its affiliates, collective negotiations with the Commission, or his/her institution or refusal to institute or participate in the institution of any grievance, complaint or proceeding under this agreement.

B. No teacher shall be reduced in rank or compensation without a legal reason. Any such action by the Commission or any representative or agent thereof shall not be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Commission concerning any matter which could result in termination of employment or adversely affect salary, prior written notice of the reasons shall be given to the teacher. The teacher shall be entitled to have an Association representative present during any such meeting. Any

suspension of a teacher pending formal determination of charges by the Commission shall be according to law.

D. Any criticism by a supervisor, administrator or Commission member of a teacher concerning his/her instructional methodology shall be made in confidence.

E. Any criticism of a supervisor, administrator, Commission member, or the Commission by a unit member, unit representative or anyone affiliated therewith concerning anything relating to the Commission and/or its business or functioning shall be made in confidence.

F. Employees shall have access to their personnel files during normal business days and normal business hours. The exact scheduling for the file viewing will be at a time mutually agreed upon.

G. The administration will make a reasonable effort of 20 business days to notify staff of times and changes to any scheduled calendar/in-service dates. If a member is unable to attend the newly scheduled meeting date, then the employee shall give notice to his/her supervisors within two business days as well as provide a reason. The employee's non-attendance at the meeting will be subject to the approval of the Supervisor.

Article 5 - Association Rights

A. The Commission agrees to make available to the Association a current register of certificated personnel, the names and addresses of all teachers, minutes of all public Board meetings and other public information concerning the financial resources of the District including but not limited to: publicly adopted budget, annual audit report and salaries of employees.

B. Representatives of the Association shall be permitted to transact official Association business on Commission property but not during contracted work time of unit members, and with permission of the Administration. Such permission shall not be withheld without good reason, provided that all expenses incurred other than routine maintenance or repairs covered by a maintenance contract shall be reimbursed by the Association to the Commission.

C. It is recognized that there will be times at which the Association President will need to conduct Association business during the workday. The Association President may do so for up to 35 hours per contract year. If the Superintendent determines that the work responsibilities are being neglected, then the Superintendent has the right to request that the time be documented and limited.

Article 6 - Teacher Work Year

A. The work year shall not exceed one hundred and eighty-five (185) workdays. In addition, except in regard to extended year programs, the 185 maximum number of workdays per year shall apply to all members.

B. During the in-school work year, except in weather emergencies and for Commission holidays, unit members working in non-public positions shall follow the Commission non-public calendar. Unit members working in public school positions shall follow the calendar of the school to which they are assigned. In both public and nonpublic situations, the calendar to be followed shall include days when pupils are in attendance and any other days when teacher attendance is required including training, professional development and in-service events.

C. Unit members who work in multiple programs and/or locations shall mutually develop their respective work year schedules with the immediate supervisor by September 15 of each year. Upon approval by the Director or Supervisor, said work year schedules shall be the official work year schedules for said unit members for the remainder of the year. Schedule changes during the school year may occur as a result of changes in programs, funding, staffing or other circumstances that may occur outside the control of the Commission (e.g. mandated from the Department of Education). Work schedules may be adjusted by the Director, Supervisor, or Superintendent accordingly.

D. The members shall have a half day of school on the Wednesday before Thanksgiving.

E. The members shall have a half day of school the workday preceding the Winter break.

Article 7 - Teaching Hours

A. Work hours of teachers/educational services personnel are delegated to the Commission or its designee to establish and from time to time to alter as the Commission or its designee determines appropriate. Work hours for unit members who provide services in or for nonpublic programs are not to exceed five and one-half (5 1/2) hours of pupil contact time plus one-half (1/2) hour of prep time and one-half (1/2) hour of duty-free lunch for a total of six and one-half hours (6 1/2) hours per day, plus whatever van travel time is necessary. Work hours for unit members who provide services in or for programs in public schools shall work the daily schedule of their assigned location(s), and shall not exceed six hours of pupil contact time plus one-half (1/2) hour duty free lunch and one-half (1/2) hour preparation period, for a total of seven (7) hours per day. Teachers/educational services personnel hired in this public school capacity shall not perform duties other than the assignment for which they are hired. For example, a teacher shall not fulfill duties such as car line, bus line, cafeteria duty, recess duty, hallway duty, etc., without prior agreement between the Association, Commission, and the school district for which the assignment is provided. The minimum time necessary to

qualify as full time is established by the parties' litigation settlement in Docket No. 382-11/86.

All teachers will clock in on arrival at their assigned worksite. They shall receive a 30-minute duty free lunch period daily, during which they are permitted to leave their assigned worksite with no obligation. All teachers will receive a 30-minute duty free preparation period daily, which must be taken at their assigned worksite. Teachers will clock out at their dismissal time at their assigned worksite. Once clocking in at the assigned worksite the expectation is that a teacher will remain at the assigned worksite until dismissal.

Article 8 - Teacher Evaluation

The procedure established by the State Board of Education Rules and Regulations shall be followed.

Article 9 - Management Rights

A. Subject to the express written terms of this Agreement, the Commission on its own behalf and on behalf of the electors of its constituent school districts, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of its educational system, its properties, facilities and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, their dismissal or demotion, to promote, and transfer all such employees.
3. To establish and control methods of instruction, including special programs, all as deemed necessary or advisable by the Commission.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instructions, the duties, responsibilities, assignments of teachers and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment of all employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Commission, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith;

shall be limited only by the specific and express terms of the applicable laws and regulations of the State of New Jersey and the terms of this agreement.

C. Nothing contained herein shall be considered to deny or restrict the Commission of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article 10 - Teacher Employment

A. Each member's placement for salary purposes shall be determined by the Commission at the initial date of hire. Placement in the initial year of this agreement shall control for future advancement.

B. Granting of credit for all previous outside teaching experience shall be at the discretion of the Commission and negotiated by and between the individual member and the Commission upon initial employment. The initial salary step shall control for future advancement.

C. Tenured members shall be notified of their salary status in writing for the ensuing year not later than May 15. Non tenured members whose employment is renewed will receive their contracts no later than May 15 and return them by June 1.

D. The Commission shall approve schedules by October 30. However, such schedules can be modified on the basis of changing student loads, other economic reasons or by reduction in force.

E. Members shall provide sixty (60) days' notice for resignation from their employment contract with the Commission. This provision will not apply to retirement.

F. Except for policy 3141, nonrenewal and termination for cause situations, the Commission shall provide a unit member with sixty (60) days' notice of termination.

Article 11 - Leaves of Absence

A. Sick Leave:

1. All teachers shall be entitled to sick leave to the extent required by law. Sick leave for members will be prorated based on the date of hire and percentage of full-time equivalent (FTE). Members who work five (5) half days will receive ten (10) half sick days. Members working full or half days for a partial week will receive the appropriate percentage of the ten (10) days provided for by statute. Example for half days/partial week: Members who work four half days receive eight (8) half days of sick leave.

2. Any such unused sick leave days shall accumulate from year to year with no maximum limit.

3. A retiring employee with 15 or more years of service can sell thirty or more sick days back at the rate below. The payment will be made in July of the year following the fiscal year in which the retirement occurs. An employee must have thirty or more days to be eligible. Retirement is defined as terminating employment and simultaneously receiving pension payments pursuant to TPAF. Merely vesting of pension rights does not constitute "retirement."

4. For teachers hired after September 1, 2007, the maximum number of unused sick days eligible to be sold back is 185 days.

5. In the event there are insufficient P.L. 192/193 funds in a given year to pay the total amount due under this buy-back provision, the amount paid to each retiree shall be prorated based upon available funds. The unpaid amount shall carry over to the following year. Provided that sufficient P.L. 192/193 funds are available, all unpaid amounts shall be paid in full by June 30 of the following year before new retirees are paid either the full amount or a prorated amount due under this provision.

Rates: At the time of retirement, the buyback rate will be \$35.00 per day times up to the number of unused sick days in existence on August 31, 2007 and which remain unused. For unused sick days accumulated after August 31, 2007, the buyback rate will be \$45.00 per day for each day that is in excess of the August 31, 2007 total at time of retirement.

For example, if an employee has 200 days as of August 31, 2007, and retires on June 30, 2009, with 215 days, he/she will be paid for 200 days at \$35.00 per day and for 15 days at \$45.00 per day. However, if the employee has 200 days as of August 31, 2007, but by retirement on June 30, 2009, has reduced the total number of days to 200 or less, all of the days will be paid at the \$35.00 rate and none will be paid at the \$45.00 rate.

6. Employees may convert up to three (3) days of accumulated sick leave days to family illness days to be used for the sole purpose of family illness. Accumulated sick days are those unused from previous years.

B. Extended Leaves of Absence without pay may be provided by the Commission in its sole discretion with each request being handled on a case-by-case basis.

C. Personal Business Days:

1. Teachers may be allowed up to three (3) personal days per school year without loss of pay provided that prior approval is granted for the use of a personal business day by the Commission's Superintendent. Personal days will be prorated based on

date of hire as follows: September 1 to November 30, three (3) days; December 1 to February 28/29, two (2) days; March 1 or after, one (1) day.

2. Application for the use of a personal business day shall be made by the member to their supervisor at least five (5) school days prior to the date requested except in the case of an emergency. The Superintendent shall determine what conditions constitute an emergency. Such application shall be made in accordance with the procedures set forth by the Commission's time management system.

3. Unused personal days shall carry over to the next year and shall accumulate as paid sick days.

4. A request for a personal day occurring on the first two days of the school year or occurring on the last two days of the school year shall require a reason and advance approval by the Superintendent or his/her designee.

Upon an employee's request (to be made by June 30th) one (1) unused Personal Day may be advanced to the next school year for a maximum of four (4) Personal Days per year. Any additional unused Personal Days will carry over as sick days as per Section C.3 above.

D. Sick Bank

1. The parties agree to work collaboratively to establish the parameters of a Sick Leave Bank policy in accordance with the law.

Article 12 - Disability and Maternity Leave

A. Any employee who anticipates undergoing a state of medical disability such as but not limited to surgery, hospital confinement, medical treatment or disability arising from pregnancy may apply for a leave of absence based upon said anticipated medical disability in accordance with provision hereinafter set forth and FMLA and NJFMLA regulations.

B. All employees anticipating a state of medical disability shall notify the Superintendent, Acting Superintendent or Business Administrator, in writing of the condition expected to result in the disability as soon as the condition which may result in the disability is known.

C. Specific dates will then be set forth to avoid interruption of duties and to ensure that a substitute can be secured when applicable. The Superintendent, Acting Superintendent or Business Administrator will notify the employee in writing as to the date of return if not mutually agreed upon.

D. The Commission will honor the use of sick days before and after childbirth to the extent required by law.

E. The Commission will honor the use of sick days for medical disability, including disability related to pregnancy, to the extent required by law.

F. All other leave, except as set forth in paragraphs D and E, shall be without pay.

G. Written proof will be required from the employee's treating physician to ensure the employee is able to return to work.

H. The Commission has the discretion to verify any or all claimed medical disability.

Article 13 - Bereavement Leave

A. Members may take up to four (4) consecutive or non-consecutive (with Superintendent's approval) paid bereavement days, in the event of a death in the immediate family. The immediate family is defined as parent, spouse, child, brother, sister, grandchild, and any other individual residing in the employee's household. Members may take up to three (3) consecutive or non-consecutive (with Superintendent's approval) paid bereavement days in the event of the death of father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or great-grand parents.

B. Unused personal days may be used to extend bereavement leave with the Superintendent's approval.

Article 14 - Compensation

A. The salary rates of all teachers covered by this agreement will be set forth on a yearly basis in the Commission's minutes.

B. Teachers shall be paid on the 15th and 30th of each month. In the event that the 15th or 30th is not a workday for the Commission, paychecks shall be issued on the last Commission workday prior to that respective 15th or 30th of that month. The June 15th paycheck shall be issued on the 15th of June. The June 30th paycheck shall be issued on the 30th of June.

C. There shall be attached to this contract salary guides for full-time employees for the 2019-2022 school years set forth as Schedule A (unit members working in non-public programs) and Schedule B (unit members working in public schools), respectively.

D. Nonpublic part-time employees will be paid on a pro-rata basis of one-fifth (1/5) of their appropriate step of the appropriate salary Schedule for each full six and one-half (6 1/2) hour workday that they teach, or for each six (6) hour workday that they teach if that person is also a van driver. For members who are employed in public schools, the pro-rata calculation is based on a seven (7) hour workday.

E. Extra work assigned to Commission teachers and required attendance of Commission teachers at meetings on a member's day off shall be paid at the rate of \$35.00 per hour for the term of this contract. This will include non-192/193 home instruction. The rate for 192/193 home instruction will be \$27.50. Available positions that are open shall be made known, in writing, to the Association President and shall be posted internally simultaneously with any external advertisements. In the case where all of the applicants are equally qualified, preference shall be given to a teacher already employed by the Commission.

Extended School Year work will be compensated at the employee's regular per diem rate and prorated for partial-day assignments. Members who are related service providers may perform any evaluations on days off or after hours across nonpublic and public school settings, regardless of their regular work assignment in a nonpublic or public school. Members shall be paid the same rate as those established for outside contractors.

F. The Commission shall provide for the direct deposit of teachers' paychecks to any banking institution or credit union. Bank fees, if any, shall be paid by the teacher. Direct deposit can be suspended when a non-tenured employee has no more sick leave available.

G. Any teacher approved in writing by the Superintendent or administration to attend CST or IEP meetings at a time when they are not regularly scheduled to work shall be paid at the rate of \$35.00 per hour. Should meetings be conducted during the regular workday and upon approval of the Superintendent and his/her designee, then the member may be released from their regular teaching schedule to attend.

H. Employees may use a Commission van in place of the employee's vehicle for school business upon the approval of the Superintendent.

I. The Commission will facilitate payroll deductions for teachers' payment of premium for mutually agreed upon disability plans.

J. Unit members who are qualified to perform clinical supervision for another unit employee will be paid the same hourly rate as that established for outside contractors for similar work on days off or after hours across nonpublic and public school settings, regardless of their regular work assignment in a nonpublic or public school.

Article 15 - Medical Insurance

A. The Commission shall make medical coverage available for employees whose regularly scheduled work week exceeds twenty-five (25) hours per week provided that the employee makes his/her full contribution toward the cost of coverage as indicated in Section 39, P.L. 2011, C.78. The plan to be made available will be the same plan as is provided to the Administration. The Board shall provide medical and prescription coverage plans, currently School Employees' Health Benefits Program. Should the Commission change carriers, the plan offered will be substantially similar to SEHBP Direct 10 at the time of change

of carriers. The Commission will consult with the Association leadership when selecting a new plan. Enrollment of those eligible employees who are not currently enrolled in the Commission's health insurance plan shall take effect at the first possible available open enrollment period as may be permitted under the terms of the insurance contract.

B. The Commission shall establish and maintain a Flexible Spending Account, to be funded by employee contributions in accordance with the Internal Revenue Service regulations 125.

C. Upon proof of other medical insurance, an employee may opt out of the insurance plan provided by the Commission. A payment of 25% or \$5,000, whichever is less, of the single SEHBP Direct 10 premium, or the equivalent plan, will be paid to the employee in consideration of the waiver of insurance. The payment will be made in two installments, on December 30 and on June 30, and will comply with Section 125 and all other I.R.S. regulations that will preserve the tax- free status of benefits. The opt out payments shall be pro-rated in accordance with the number of months that the opt out is in effect.

D. Commencing January 1, 2016, the employee health benefit premium contribution deduction will be calculated on a twelve (12) month basis from January 1 through December 31 each year. The employee health benefit premium contribution amounts for January 1 to August 31 (8/12ths), will be divided into six equal monthly contributions and applied each month from January 1 to June 30. These contributions will be deducted from the employee's two (2) pays each month on an equal basis. The remaining four (4) monthly employee health benefit premium contributions will be applied equally each month from September 1 to December 31. These contributions will be deducted from the employee's two (2) pays each month on an equal basis.

Article 16 - Professional Development

The Commission shall pay for any courses/training when required by the Administration.

Article 17 - Agency Fee

A. PURPOSE OF THE FEE: If any employee does not become a member of the Association during any membership year 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.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE: Prior to the beginning of each membership

year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

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.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. The Association shall indemnify and hold harmless the Board of Directors from all claims arising out of the administration of this Article, including in

regard to the Board's attorney's fees and costs.

Article 18 - Use of Independent Contractors

The parties agree that the Commission may use independent contractors when no qualified candidate is available. The Commission agrees to make a reasonable effort to fill the posted position with a qualified person who shall become a unit member.

Article 19 - Miscellaneous Provisions

A. If any provision of this agreement or any application of this agreement to any employee, group of employees, or the Commission 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.

B. Any individual contract between the Commission and an individual member of the negotiating unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

C. Copies of this agreement shall be reproduced at the mutual expense of the parties and made available within thirty (30) days after the agreement is signed. It shall be made available to those now employed or hereafter employed.

D. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Commission is forbidden to waive any rights or powers granted by law and therefore this contract is to be so interpreted as reserving all such rights and/or powers expressly to the sole discretion of the Commissioner.

E. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by registered letter at the following addresses:

1. The Commission at:
Camden County Educational Services Commission
C/O: Superintendent
225 White Horse Avenue
Clementon, NJ 08021

2. The Association at:
Camden County Educational Services Education Association
C/O: Adrienne Capone-Levin, President
Address on file

F. This contract represents a complete and final agreement on any and all mandatory matters for collective negotiations, whether raised during the negotiations which resulted in this agreement or not.

Article 20 - Duration of Agreement

A. This agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022. In accordance with the Association's right to negotiate over a successor agreement as provided in Article 2, this agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.

B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Commission has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed here, all on the day and year first above written.

SCHEDULE A: Non-Public

2019-20

Step	BA	MA	DR
1	55,354	56,354	57,354
2	55,818	56,818	57,818
3	56,375	57,375	58,375
4	56,933	57,933	58,933
5	57,490	58,490	59,490
6	58,233	59,233	60,233
7	58,975	59,975	60,975
8	59,811	60,811	61,811
9	60,740	61,740	62,740
10	62,897	63,897	64,897
11	66,610	67,610	68,610
12	70,328	71,328	72,328
13	74,542	75,542	76,542

2020-21

Step	BA	MA	DR
1	55,899	56,899	57,899
2	56,363	57,363	58,363
3	56,828	57,828	58,828
4	57,524	58,524	59,524
5	58,220	59,220	60,220
6	59,149	60,149	61,149
7	60,078	61,078	62,078
8	61,192	62,192	63,192
9	62,585	63,585	64,585
10	64,256	65,256	66,256
11	67,785	68,785	69,785
12	71,400	72,400	73,400
13	76,042	77,042	78,042

2021-22

Step	BA	MA	DR
1	56,492	57,492	58,492
2	56,957	57,957	58,957
3	57,421	58,421	59,421
4	58,117	59,117	60,117
5	59,046	60,046	61,046
6	60,160	61,160	62,160
7	61,275	62,275	63,275
8	62,667	63,667	64,667
9	64,292	65,292	66,292
10	66,203	67,203	68,203
11	69,500	70,500	71,500
12	72,959	73,959	74,959
13	77,542	78,542	79,542

SCHEDULE B: Public**2019-20**

Step	BA	MA	DR
1	59,612	60,612	61,612
2	60,112	61,112	62,112
3	60,712	61,712	62,712
4	61,312	62,312	63,312
5	61,912	62,912	63,912
6	62,712	63,712	64,712
7	63,512	64,512	65,512
8	64,412	65,412	66,412
9	65,412	66,412	67,412
10	66,912	67,912	68,912
11	70,862	71,862	72,862
12	74,817	75,817	76,817
13	78,792	79,792	80,792

2020-21

Step	BA	MA	DR
1	60,199	61,199	62,199
2	60,699	61,699	62,699
3	61,199	62,199	63,199
4	61,949	62,949	63,949
5	62,699	63,699	64,699
6	63,699	64,699	65,699
7	64,699	65,699	66,699
8	65,899	66,899	67,899
9	67,399	68,399	69,399
10	69,199	70,199	71,199
11	72,999	73,999	74,999
12	76,892	77,892	78,892
13	80,792	81,792	82,792

2021-22

Step	BA	MA	DR
1	60,838	61,838	62,838
2	61,338	62,338	63,338
3	61,838	62,838	63,838
4	62,588	63,588	64,588
5	63,588	64,588	65,588
6	64,788	65,788	66,788
7	65,988	66,988	67,988
8	67,488	68,488	69,488
9	69,238	70,238	71,238
10	71,296	72,296	73,296
11	74,846	75,846	76,846
12	78,571	79,571	80,571
13	82,491	83,491	84,491

(ATTEST)

W P Madden
Board Secretary

Joyce A. Mellie
President

Camden County
Educational Services Commission

8/7/2019
Date

(ATTEST)

L. B. Capone
Secretary

Adrienne C Capone
President

Camden County
Educational Services Education
Association

8/5/2019
Date