



**Agreement between the
Somerset County Educational Services Commission
and the
Somerset County Educational Services Commission
Education Association**

July 1, 2013–June 30, 2017

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Article I: Recognition

- A. The Somerset County Educational Services Commission, herein referred to as the Board or Board of Directors, hereby recognizes the Somerset County Educational Services Commission Education Association, herein referred to as the SCESCEA as the sole representative designated for the purpose of collective negotiations by the majority of the employees in paragraph B.
- B. The Board recognizes the SCESCEA as representing the following employees:
 - 1. Teachers and other Certified
 - a. full time academy and alternative school
 - b. full time non-public teaching and other certified
 - c. part time of (a) or (b) above
 - d. Full or part time substitutes for (a) (b) or (c)
 - 2. Secretaries
 - 3. Aides:
 - a) Instructional Aides
 - b) Time Out and Security Aides
 - c) Security

Excludes all others

Definitions:

Employee(s): includes all the above (1-4)

Teachers: includes (1a) through (1d) only

Secretaries: excludes all non-secretaries

Aides: includes (3a) through (3c) only

Support staff includes Secretaries and Aides only

When one of the above terms, --i.e., "Teachers", "Secretaries", or "Aides" is included in an article heading, the provisions of that article are intended to apply only to those people in that category(s). of employee(s). Use of the term, "employee", indicates that the terms of an article apply to all categories, collectively, who are employed on a full-time basis, unless otherwise indicated.

- C. Eligible part-time teachers will receive, as appropriate, prorated benefits defined in this Agreement.
- D. All other employees are excluded.
- E. It is agreed by the Board of Directors and the SCESCEA that the recognition clause in the existing collective bargaining unit does not include the category of Itinerant Aides.

Article II: Negotiations over Successor Agreement

- A. To effect the development of a successor agreement, the Board and the SCESCEA 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 SCESCEA respectively.

Article III: Grievance Procedure

Definitions:

Grievance: A claim by an employee or the SCESCEA 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 employee making the claim.

Conferee: A fellow employee or other representative.

A. General

- 1. Failure of reemployment of a non-tenured employee 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 employee within fifteen (15) school days of the date the employee 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 employee against one respondent, only one employee 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 employee 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 employees 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 SCESCEA prior to each level and subsequent to each decision.
12. 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 SCESCEA, provided the adjustment is not inconsistent with terms of the agreement and that the SCESCEA has been given the opportunity to be present at such meeting for adjustment and to state its views.
13. The Superintendent and the SCESCEA mutually agree to develop and institute a grievance form to be used for the processing of grievances.

LEVEL ONE:

- A. Alleged grievances by an employee 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 employee, the grievant has eight (8) 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 employee(s) within ten (10) school days of receipt of the written grievance.

LEVEL THREE:

- A. The employee, 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.
 - 1. No claim by a member of the bargaining unit or the SCESCEA 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 is without authority to act.
 - 2. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he/she shall refer the grievance to the SCESCEA. Within ten (10) school days of receipt of the Board's decision, the SCESCEA 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. 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 SCESCEA.

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: SCESCEA Rights and Privileges

- A. Whenever any representative of the SCESCEA or any employee 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 SCESCEA 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 SCESCEA shall have a teacher's room in an area agreeable to both the SCESCEA and the Administration. Materials to be posted shall be initialed by the President or Vice President of the SCESCEA. The Superintendent may restrict the posting of any material he/she deems inappropriate.
- D. The SCESCEA 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 SCESCEA shall pay for the actual cost of all materials and supplies incident to such use. The Board shall provide appropriate billing to the SCESCEA for such use and for the cost of all repairs to damaged equipment.
- E. The Board agrees to deduct from the salary of each employee from whom it receives a written authorization to do so, one-tenth (1/10) of the required amount

of fees for the payment of SCESCEA dues each month, in accordance with the law.

- F. SCESCEA representatives shall not leave their respective work places during their scheduled working hours for the purpose of transacting SCESCEA business.
- G. The Board shall make available to designated members of the SCESCEA, for inspection, all public records, public data and public information relative to the Somerset County Educational Services Commission's Programs. The Board will honor these requests 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 Article V.D.3. below)
- D. 1. The teachers' in-school workday shall consist of six (6) hours and thirty-five (35) minutes per day.
 - (a) Thirty-five (35) minutes per day shall be used for teachers to consult with other teachers, counselors, and administrators concerning educational and student behavioral issues. Administrators cannot schedule formal meetings more than twice in any week, exclusive of the faculty meeting. One of the days must be reserved for the BEP preparation period as defined in Article V.F. Teachers will not be required to use the extra_minutes for non-professional duties (bus duty, etc.), or to write formal curriculum.
 - (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 than 7:45 a.m. or later than 3:15 p.m. Teachers may volunteer for assignments outside the preceding time limits. Full time assignments must be continuous six (6) hours and thirty-five (35) 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 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 40 minute academic 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 one (1) scheduled faculty meeting[s] per month for a maximum duration of sixty (60) minutes. Faculty meetings are to begin at the end of the student's day or no later than 2:30 p.m. 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.
5. One additional In Service day may be scheduled within the contracted school year, at the discretion of the Superintendent.
- E.
 1. All teachers shall have one preparation period per day. 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 workday.
 4. The SCESC and The SCESCEA agree to form a voluntary Technology Committee in October, 2013 and reconvene that committee annually. The purpose of this committee shall be to review and analyze the technology requirements and needs for all Educational programs in the Commission. This committee shall make recommendations to the school Business Administrator regarding how these requirements and needs could be met. This committee may actively seek grants and other funding that will enable the recommendations be met. The committee may include, but not be limited to, an Administrator, Tech Support Professional, BOE member and an SCESCEA Classroom Teacher from each program.
- F. 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 p.m. 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 SCESCEA 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.
- 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. Employees shall not be required to perform custodial functions.

- J. Employees shall not be required to transport students in their privately owned vehicles. However, an employee 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 State mandated rate per mile for such approved trips. Payment for mileage reimbursement shall be made within forty-five (45) days of submission of request to immediate supervisor. The Board shall maintain automobile liability insurance coverage for employees who transport students as outlined above. Such insurance shall be in excess of the individual employee's personal primary liability insurance coverage.
- K. The Board will reimburse teachers in the amount of thirty-two dollars (\$32.00) per hour, or part thereof, for all curriculum work performed after regular hours, as authorized by the Superintendent.
- L. Reimbursement for all approved petty cash purchases of \$50.00 or less shall be made on approved forms and signed by the appropriate administrator and Business Administrator. Every effort will be made to reimburse the individual within ten (10) days but no later than twenty (20) days after the forms have been properly filed.
- M. Employees who volunteer for monitoring of late buses after their work day shall receive ten dollars (\$10.00) for the first half hour, and fifteen dollars (\$15.00) for each additional half hour or part thereof, as directed by the administration.
- N. Employees will be reimbursed at the State mandated rate per mile for any required travel in addition to their initial assignment for that day. Payment will be made within forty-five (45) days of submission of request to immediate supervisor.
- O. Any teacher who is assigned to teach a 6th period will receive a \$4,000 (four thousand) annual stipend, per assignment taught, prorated, as needed. Such assignments may be sporadic, depending on program needs, and can be eliminated at the end of any given month, at which time the stipend shall be terminated. The Superintendent/Central Office shall confirm a 6th period assignment in writing to the employee being assigned and shall cc the Association President on that written communication. Payment of the stipend shall be made on a monthly basis commencing with the first month after the class is assigned and approved in writing by the Administration.

Article VI: Salaries

- A. The salaries of all employees 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 for all employees 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. Full-time employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on a twelve-month basis shall be paid in twenty-four (24) equal semi-monthly installments. Full-time shall [constitute] mean 29.5 or more hours per week. All others are excluded and will be paid via time sheets on a monthly basis.
- G. Pay dates shall be the 15th and the last work day of each month. In cases where a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- H. Ten-month employees 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 15.
- 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. Reimbursement shall be based on the current Rutgers tuition rate per credit hour and limited according to Article VI.J.5.

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 for each year of this Agreement shall be \$24,000 (twenty-four thousand) per fiscal year with a limit of (9) credits per individual per 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 3 (2016-2017).

In order to be eligible for tuition reimbursement, the applicant must be in the employ of the District on the date the payment is made to the employee, except in the case of retirement.

Teaching staff census to be counted as of September 1 of each year.

6. Reimbursement will be as soon as possible in the Fall of each year following verification of course completion and grade.

K. Option 1* Less than 20 years of Service in the Commission: The Board of Directors shall implement a plan for reimbursement of accumulated sick days at the rate of thirty-five dollars (\$35.00) per day up to a maximum of \$4,500.00 for teachers and secretaries who retire prior to July 1 of a school year. Teachers and secretaries 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 Commission: When a teacher or secretary retires from active duty in accordance with the Teachers Pension and Annuity Plan or the Public Employees Retirement Plan, respectively, after twenty (20) years of service with the Somerset County Educational Services Commission, the Board will pay the him/her for unused sick leave at the rate of seventy dollars (\$70.00) per day up to a maximum of \$10,000.00 for teachers or secretaries who retire prior to July 1 of a school year.

*Only one option may be selected.

L. SCESCEA 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 SCESCEA. SCESCEA members may choose only one carrier per school year. SCESCEA 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.

M. It is the responsibility of the teacher aide, substitute or secretary to maintain his or her own certification. The administration agrees to provide a reminder to support staff or the expiration date of their certification by listing the date on spring re-employment letters or on the accumulated sick leave notices provided for in Article [VI, item D].

N. For the purposes of calculations:

Teacher per diem deductions or payments of salary will be 1/200 of 10-month annual salary.

Teacher aide: Per diem deductions/payments from salary will be 1/183 of full-time ten (10) month annual salary.

Secretary: Per diem deductions/payments from salary will be 1/240 of full-time twelve (12) month annual salary.

- O. The following increases will be applied to the agreed upon base salary of \$1,910,889.19 in the scattergram attached hereto, and are inclusive of increment:
- Effective July 1 2013 and retroactive to said date: 2.3%
 - Effective July 1, 2014: 2.3%
 - Effective July 1, 2015: 2.3%
 - Effective July 1, 2016: 2.3%
 - These percentage increases shall also apply to all “Existing” Secretaries and Aides, who were employed from July 1, 2010 and through the date of ratification of this Memorandum. The names of both existing secretaries shall be included in the collective bargaining agreement, as an Addendum.
 - All secretaries who are hired after the date of full ratification of this agreement shall be hired within the following salary range: Minimum - \$38,000.00; Maximum - \$45,596.00, whenever they begin employment with the Commission. Thereafter, such Secretaries shall receive the agreed upon salary increases applicable to all other secretaries in the collective bargaining agreement.
 - The applicable salary guides shall be mutually developed and agreed upon by the parties.

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. 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.

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

- B. Aides with full-year contracts shall be granted (10) 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. Aides who begin employment in a month other than September shall be granted one (1) personal illness leave day for each month remaining in the school year. Unused personal illness leave days shall be accumulated from year to year with no maximum limit.

- C. Full time twelve (12) month secretaries with contracts shall be granted ten (10) personal illness days and 3 family illness days each year as of the first official day of said school year, whether or not they report for duty on that day. Twelve (12) month secretaries who begin employment in a month other than September shall be granted one (1) personal illness leave day for each month remaining in the year plus a prorated number of family illness days. Unused personal illness leave days shall be accumulated from year to year with no maximum limit.
- D. 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.
- E. Employees shall be given a written accounting of accumulated personal illness leave days no later than September 30 of each school year.

Article VIII: Temporary Leaves of Absence

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
 - 1. Two (2) personal leave days without reason shall be granted upon notice by the employee. 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 will be granted for attendance at a wedding or graduation in the immediate family or the observance of a religious holiday. (Immediate family is defined as spouse, child, father, mother, brother, sister, grandmother and grandfather, grandchild, father-in-law, sister-in-law, brother-in-law, or domestic partner, cohabitant) All other exceptions may be granted only for extenuating circumstance at the discretion of the Superintendent, which circumstances shall be explained in detail, in writing at the time of the request.
 - c. Not more than three (3) employees 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 an employee's spouse, child, father, mother, brother, sister, grandmother and grandfather, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, civil union partner, or cohabitant 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.

Exceptions may be approved by the Superintendent for extenuating circumstances.

- B. No other leaves of absence, with or without pay, may be taken without the recommendation of the Superintendent and 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. Twelve-month secretaries shall have a salary deduction of 1/240 of their contracted salary. All other employees shall have a salary deduction of 1/183 of their 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, an employee shall be granted an extended leave of absence. Such leave shall be without pay, except that the employee may, during the period of actual medical disability, utilize accumulated personal illness leave benefits, and such other benefits as may be afforded under law.
- 2. An employee who anticipates a medical disability shall notify the Superintendent in writing of the anticipated commencement date of the disability as soon as he/she knows of it.
- 3.
 - a. Unless otherwise required by law, the Board reserves the right to regulate the commencement and termination dates of the anticipated medical disability leave in order to preserve educational continuity. The Board may modify the requested return to work date by up to one month.
 - b. The employee shall specify in writing to the Superintendent a best estimate of the dates of commencement and termination of the requested medical disability leave as soon as they are known, and the Board shall consider these dates when granting a leave.
 - c. Nothing herein shall prevent the employee 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. An employee returning from a medical disability shall be entitled to all benefits to which that employee 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/secretary who is on medical disability leave. Teachers/secretaries 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/secretary. Only teachers/secretaries 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/secretaries on unpaid leave of absence may continue their health insurance coverage under the existing Commission plan, if they pay the premium one month in advance, subject to the regulations of the carrier, subject to law.
 6. Full-time (29.5 hours per week or more) employees, other than teachers, on unpaid leave of absence may continue their health insurance coverage under the existing SCESC plan, if he or she pays the premium one (1) month in advance, subject to the regulations of the carrier and subject to law.
- B. Adoption and Child-Rearing Leave
1. For purpose of adoption and/or child rearing, employees 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 childcare 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. An employee 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 employee knows of it.
 4.
 - a. The Board reserves the right to regulate commencement and within one month of the employee's request to return to work, termination dates of leaves for these purposes in order to preserve educational continuity.
 - b. Nothing herein shall prevent the employee 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 employee 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 employee must notify the Superintendent of his/her intent to return no later than the preceding April 1.
- C. Except as otherwise required by the Family and Medical Leave Act and the New Jersey Family Leave Act, all benefits to which an employee 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.
- F. Nothing in this article shall be construed as obliging the Board to grant leaves to employees, who are not under tenure, beyond the expiration date of their annual 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, less a 1.5% of base salary contribution as mandated under state law, 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. Employees shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums. However, no medical benefits shall be granted to part-time or hourly employees.
 - 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, less a 1.5% of base salary contribution as mandated by state law. However, no medical benefits shall be granted to part-time or hourly employees.
- B. The Board shall request the health-care insurance carrier to provide each employee 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 teacher, through a payroll deduction, will pay any increases during the 2013-2017 contract. In the event the Board decides to change carriers, coverage will be provided equal to the current Horizon Dental policy. A meeting to explain the new carrier will be held prior to the Board's approval.
- D. Optional Dental Insurance: Employees, other than teachers, at their own expense, may elect to be included in the Board's dental insurance program at no cost to the Board. If this option is chosen, the employee will pay for individual or family dental health-care insurance coverage at the rate specified by the dental carrier. The Board agrees to transmit the employee's dental payroll deductions to the dental carrier as applicable. In the event the Board decides to change dental insurance carriers, coverage will be provided equal to the current Horizon Dental

policy or the employee will have the option of terminating coverage. A meeting to explain the new carrier will be held prior to the Board's approval.

Article XI: School Calendar

The Superintendent shall review the school calendar with representatives of the SCESCEA 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 Nonpublic staff qualifying under Article XII.D. below. New teachers may be required to attend additional days of orientation.
- B. The in-school work year for teachers shall include days when pupils are in attendance, orientation days, and any other days for which teachers' attendance is required. The In-service day prior to the first day of school for students shall have no meetings scheduled past noon.
- C. The following will be half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) days for students.

- D. Up to three (3) Nonpublic 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 workdays. 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.

- E. The in-school work year for aides employed on a ten (10) month basis shall not exceed 183 days unless mutually agreed to by the employee and administration. The workday for aides will be a continuous six (6) hours and thirty (30) minutes per day. Any aide contracted to work more than five (5) hours per day is entitled to a non-paid duty free thirty (30) minute lunch which will not be included in or considered part of the work day.
- F. The secretarial workday for full-time secretaries will be a continuous seven (7) hours and thirty (30) minutes per day. This includes a non-paid duty free thirty (30) minute lunch.

- G. Full-time secretaries on a twelve (12) month contract shall receive twelve (12) vacation days annually. A maximum of five (5) vacation days may be carried over until the following year but must be utilized prior to December 31.
- H. Secretaries shall follow the teaching staff school calendar year with the following exceptions:
 - 1. ½ day before a holiday: Secretaries are dismissed approximately one (1) hour after teachers leave.
 - 2. ½ day for students: Secretaries work full day.
 - 3. After school ends in June: Secretaries work full days until summer schedule is implemented.
 - 4. Independence Day: Secretaries will have paid holiday.
 - 5. Labor Day: Secretaries will have paid holiday.
 - 6. Dependent upon the needs of the Commission, it is understood that secretaries will have winter recess off and three (3) days of spring recess off. If necessary, comp time will be granted for time worked during winter recess. Upon prior approval of the principal with the workload taken into consideration, secretaries may use vacation day(s) for the remainder of the spring recess. Principals will not unreasonably deny vacation day(s).
- I. The Board agrees to not hire teacher aides or substitutes between 26.5 and 29.5 hours per week. Those hired at 29.5 hours or more would be full time and eligible for health benefits.
- J. Summer hours are at the discretion of the Board and customarily begin the first week in July. Hours will be determined by the principal within the 7:30 a.m. to 3:30 p.m. range.

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 (10) 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 employee by September 15 of each year. The SCESCEA agrees to remind the administration in September of each year of this article.

C. Personnel File

1. An employee 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 employee's personnel file, such material will be shown to the employee and the employee 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. All anticipated openings for summer school positions will be posted.

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.

Article XVI: Agency Shop

If an employee does not become a member of the SCESCEA 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

SCESCEA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the SCESCEA as majority representative.

- A. The SCESCEA agrees to notify the Board in writing of the amount of the representation fee to be collected for each listed member. The SCESCEA will submit to the Board a list of those employees who have not become members of the SCESCEA for the then current membership year.
- B. The SCESCEA will determine the amount of the representation fee in accordance with law, which shall not exceed 85% of the regular membership dues.
- C. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the SCESCEA.
- D. 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 30th day following the beginning of an employee's employment in a position included in the negotiating unit, and the 10th 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.
- E. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the SCESCEA 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.
- F. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the SCESCEA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SCESCEA. Fee shall be deducted after February 1 of each school year in equal monthly installments to be paid February thru June of each year.
- G. The SCESCEA 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.
- H. The Board shall continue its current procedure of submitting to the SCESCEA 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.
- I. The SCESCEA 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 employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Article XVIII: Salary Guides

TEACHERS

Year 1: 2013–2014

Salary Guide Step*	BA	MA	MA+30
1-2	50,242	55,742	61,242
3-4	50,845	56,345	61,845
5-6	52,085	57,585	63,085
7-8	53,390	58,890	64,390
9	54,765	60,265	65,765
10	56,205	61,705	67,205
11	57,710	63,210	68,710
12	59,275	64,775	70,275
13	60,900	66,400	71,900
14	62,585	68,085	73,585
15	64,330	69,830	75,330
16	66,135	71,635	77,135
17	68,000	73,500	79,000
18	69,925	75,425	80,925
19	71,910	77,410	82,910
20	73,955	79,455	84,955
21	76,060	81,560	87,060

TEACHERS

Year 2: 2014–2015

Salary Guide Step*	BA	MA	MA+30
1	50,160	55,660	61,160
2-3	50,763	56,263	61,763
4-5	52,070	57,570	63,070
6-7	53,440	58,940	64,440
8-9	54,875	60,375	65,875
10	56,375	61,875	67,375
11	57,935	63,435	68,935
12	59,550	65,050	70,550
13	61,220	66,720	72,220
14	62,945	68,445	73,945
15	64,725	70,225	75,725
16	66,560	72,060	77,560
17	68,450	73,950	79,450
18	70,395	75,895	81,395
19	72,395	77,895	83,395
20	74,450	79,950	85,450
21	76,560	82,060	87,560

TEACHERS

Year 3: 2015–2016

Salary Guide Step*	BA	MA	MA+30
1	50,736	56,236	61,736
2	51,236	56,736	62,236
3-4	51,736	57,236	62,736
5-6	53,175	58,675	64,175
7-8	54,690	60,190	65,690
9-10	56,270	61,770	67,270
11	57,910	63,410	68,910
12	59,600	65,100	70,600
13	61,340	66,840	72,340
14	63,130	68,630	74,130
15	64,970	70,470	75,970
16	66,860	72,360	77,860
17	68,800	74,300	79,800
18	70,790	76,290	81,790
19	72,830	78,330	83,830
20	74,920	80,420	85,920
21	77,060	82,560	88,060

TEACHERS

Year 4: 2016–2017

Salary Guide Step*	BA	MA	MA+30
1	51,415	56,915	62,415
2	51,915	57,415	62,915
3	52,415	57,915	63,415
4-5	52,915	58,415	63,915
6-7	54,475	59,975	65,475
8-9	56,110	61,610	67,110
10-11	57,810	63,310	68,810
12	59,560	65,060	70,560
13	61,360	66,860	72,360
14	63,210	68,710	74,210
15	65,110	70,610	76,110
16	67,060	72,560	78,060
17	69,060	74,560	80,060
18	71,110	76,610	82,110
19	73,210	78,710	84,210
20	75,360	80,860	86,360
21	77,560	83,060	88,560

*Salary Guide Steps are based on teaching experience at the SCESC.

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.

In each year of the Agreement, teachers at the top of the guide are to receive a \$1,000 (one thousand) longevity stipend to be paid on the last day of school. This will be funded by deducting from the budgeted tuition reimbursement line.

AIDES

All aides employed during the years covered by this contract (2010 – 2014) shall be grandfathered into their current position and salary (labeled as “Existing” on the guide below) as the terms of a successor agreement commence.

In addition, all aides employed during the years covered by this contract (2010-2014) who lose their position due to a reduction in force (RIF), will be rehired at the rate they earned at the time of the RIF, if the Superintendent/Board chooses to rehire them. All aides that fall under these terms and conditions shall be listed as an Addendum in the successor agreement.

The new guide below is applicable to new hires and Existing employees:

Aide Hourly Rate Guide

	<i>Non certified</i>	<i>Certified 60 credits</i>	<i>Certified + degree</i>
1 – 4 years	\$14	\$18	
5 – 8 years	\$16	\$20	
9+ years	\$18	\$22	
Existing	\$22.34	\$26.39	\$28.38

Secretaries

2013–2014	2014–2015	2015–2016	2016-2017
\$46,645	\$47,718	\$48,815	\$49,938

Article XIX: Management Rights

The Board of Directors, subject only to the express written provision of this agreement, reserves to itself all rights and responsibilities of management of the SCESC and full jurisdiction and authority to make and review policy, rules, regulations and practices in furtherance thereof. The exercise of the foregoing powers, use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms of this agreement are in conformance with the law and regulations of the State Board of Education.

Article XX: Duration of Agreement

This agreement shall be effective as of July 1, 2013 and continued in effect until June 30, 2017. 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.

Article XXI: Separability

If any provision of this agreement is deemed to be illegal by a court or agency of competent jurisdiction, then it shall be deemed to be deleted, but the remaining provisions of the agreement shall remain in full force and effect.

**Somerset County Educational Services
Commission Education Association**


Barbara Munley, SCESCEA President


Patricia Williams, SCESCEA Negotiating Team

Date

**Somerset County Educational Services
Commission Board of Directors**


Kathy Caldas, Negotiations Chairperson


Judith Haas, Board President


Jeffrey Siipola, Board Secretary

Date

OCT - 9 2014

SCESCEA Contract 2013-2017
Prepared 10/09/2014

Sidebar #1: Secretaries Grandfather Dental Coverage List

The Board agrees for the life of this contract it will provide individual dental health care insurance coverage for the secretaries listed below at the 1995-1996 rate (\$28.81). The secretaries, through a payroll deduction, will pay any increase during the 2013–2017 contract. In the event the Board decides to change carriers, coverage will be provided equal to the current Horizon Dental policy. A meeting to explain the new carrier will be held prior to the Board's approval. The Board grandfathers the following secretaries for the life of this contract as eligible for dental coverage as specified above:

Nicky Badlani, Secretary

Lisa Garcia, Secretary

Due to the variety of dental programs available, the secretaries' monthly deduction rate will be the actual monthly cost of the chosen plan less the Board's 1995-1996 rate of \$28.81.

Sidebar #2: Evaluations for Support Staff

The parties agree to form a joint committee to draft documents establishing evaluations for aides to include policy, procedures and forms. The committee shall attempt to finish their work within six months of ratification of the agreement by both parties.

Sidebars #1 and #2:

**Somerset County Educational Services
Commission Education Association**


Barbara Munley, SCESCEA President


Patricia Williams, SCESCEA Negotiating Team

Date

**Somerset County Educational Services
Commission Board of Directors**


Kathy Caldas, Negotiations Chairperson


Judith Haas, Board President

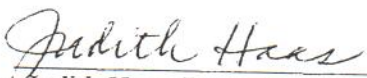

Jeffrey Sripola, Board Secretary

OCT - 9 2014

Date

It is agreed by the Somerset County Educational Services Commission Education Association and the Somerset County Educational Services Commission that the recognition clause in the existing collective bargaining unit does not include the category of Itinerant Aides.

Somerset County Educational Services
Commission

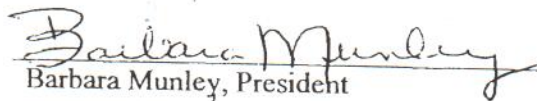


Judith Haas, Board President

5/8/14

Date

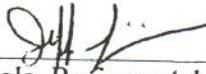
Somerset County Educational Services
Commission Education Association



Barbara Munley, President

5/8/2014

Date



Jeff Siipola, Business Administrator/Board
Secretary

5/8/14

Date



SCESCEA Lead Negotiator

5/8/14

Date