

**AGREEMENT**

**Between**

**EDUCATIONAL SERVICES COMMISSION  
OF MORRIS COUNTY**

**and**

**MORRIS COUNTY EDUCATIONAL  
SERVICES COMMISSION  
EDUCATION ASSOCIATION**

**July 1, 2004 through June 30,  
2007**

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**SCHEDULE A**  
**SALARY GUIDES**

<b>FISCAL YEAR</b>	<b>TITLE</b>	<b>PAGE</b>
2004-2005 AA	Teachers and Teacher Assistants	
2004-2005 AD	Speech Therapists	
2005-2006 AB	Teachers and Teacher Assistants	
2005-2006 AE	Speech Therapists	
2006-2007 AC	Teachers and Teacher Assistants	
2006-2007 AF	Speech Therapists	

**SCHEDULE B**

**CERTIFICATED STAFF EMPLOYMENT CONTRACT  
NON-TENURED 10 MONTH  
2004/2005**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

SALARY: \_\_\_\_\_

It is agreed between the Board of Directors of the Educational Services Commission of Morris County in the County of Morris party of the first part, and the party of the second part listed above, that said Board of Directors has employed and does hereby engage and employ the said party of the second in the position stated above, in the schools under the control of said Board of Directors, from the 1<sup>st</sup> day of September, 2004 to the 30<sup>th</sup> day of June, 2005, at the salary listed above to be paid in semi-monthly installments. That the said party of the second part holds the appropriate certificate issued in New Jersey in full force and effect, or will procure such certificate before the date said person shall begin services, and that said person, before entering upon duties of such position, will exhibit the certificate to the County Superintendent of Schools and to the Superintendent of the Educational Services Commission of Morris County.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under employment aforesaid and to observe and enforce the rules prescribed for the government of the schools operated by the Board of Directors.

It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving the other thirty (30) days notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days notice the contract shall run for the full term named above.

Dated \_\_\_\_\_ by the Board of Directors of the Educational Services Commission of Morris County in the County of Morris.

Signed \_\_\_\_\_, President

Signed \_\_\_\_\_, Employee

Attest \_\_\_\_\_, Secretary

## **ARTICLE 1**

### **ASSOCIATION RECOGNITION**

Pursuant to N.J.S.A. 34:13A-1 et seq., the Educational Services Commission of Morris County (hereinafter called the COMMISSION) recognizes the Morris County Educational Services Commission Education Association (hereinafter called the ASSOCIATION) as the sole and exclusive representative of the Commission's full time employees regularly employed for more than twenty five and a half (25.5) hours per week, and part time employees regularly employed for more than ten (10) hours per week, in the following positions excluding supervisors, managerial executives, confidential employees, or any other employees holding employment in positions not specifically identified below:

A. New Jersey Department of Education Certificated:

- Teacher
- Speech Therapist
- Social Worker
- Learning Disability Teacher/Consultant
- Psychologist
- School Nurse
- Guidance Counselor

B. Employees in the following positions:

- Certificated Teacher Assistant
- Non-certificated Teacher Assistant
- Certified Occupational Therapy Assistant

For the purposes of this contract, "unit member" shall mean all persons employed in the positions listed above. "Teacher" shall mean all persons employed in the positions identified in Section A above. "Teacher assistant" shall mean all persons employed in the positions identified in Section B above.

## **ARTICLE 2**

### **LEGAL REFERENCE**

Section 1. If any provision of this agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted

by law. All other provisions contained herein shall continue in full force and effect.

Section 2. Individual non-tenured teachers employed by the COMMISSION shall execute with the COMMISSION individual employment contracts, the form of which shall be in accordance with the form of "Specimen Contract" attached hereto as Schedule "B".

### **ARTICLE 3**

#### **COMPENSATION**

Subject to the recommendations of the Superintendent and approved by the Board of Directors of the COMMISSION, the individual contract of each UNIT MEMBER employed by the COMMISSION during the 2004-2005, 2005-2006, and 2006-2007 school years shall provide for compensation in accordance with the salary guide attached hereto as "Schedule A", and incorporated herein by reference.

Part time employees represented by the ASSOCIATION shall receive compensation and benefits on an appropriate pro rata basis; however, employees working less than twenty-five and one half ( 25.5) hours per week shall not receive medical or dental insurance coverage

### **ARTICLE 4**

#### **LEAVE POLICY**

Section 1. Sick Leave:

a. Each UNIT MEMBER is entitled to ten (10) sick days to be accrued from the initial teaching day. This applies to both full and part-time staff as per TITLE 18A. Sick days for part-time UNIT MEMBERS will be pro-rated. Unused sick leave shall be accumulated from year to year.

b. In case of sick leave claimed by any UNIT MEMBER for a period of three days or more, the Superintendent may require that a physician's certificate be presented the day the UNIT MEMBER returns to duty. In cases of extended illness, a physician's certificate is required indicating that UNIT MEMBER is completely recovered and able to resume his/her duties.

c. Leaves related to pregnancy are discussed in Section 3 of this article.

d. Any UNIT MEMBER who anticipates an extended period of disability shall inform the COMMISSION of this anticipated absence three (3) months in advance. If three (3) month's advance notice is not possible, the UNIT MEMBER shall notify the COMMISSION of an anticipated extended absence as soon as he or she becomes aware of its necessity.

e. "When absence exceeds the annual and accumulated sick leave, UNIT MEMBERS shall have 1/200th of their salary deducted for each day of absence. Extended sick leave may be granted with the specific approval of the COMMISSION.

f. (1) Upon retirement for service and age or disability from a State administered retirement system, or upon separation from service due to a reduction in force (RIF), each Teacher shall be entitled to receive a lump sum retirement payment for any earned and unused accumulated sick leave days at the rate of \$-40.00 per day, but not to exceed a total of \$7,000.00\*. For Teacher Assistants meeting the foregoing criteria, compensation for any earned and unused accumulated sick leave days shall be at the rate of \$30.00 per day, but not to exceed a total of \$5,000.00. In the case of a UNIT MEMBER who elects a deferred retirement benefit N.J.S.A. 18A:66 36 , the payment due under this paragraph shall be calculated as of the date of separation from employment with the COMMISSION, but shall not be payable until the time when the employee actually begins to receive payment under the deferred retirement allowance. \*(As agreed R. King excluded from this cap).

(2) Notice of intention to claim benefits provided herein must be made in writing to the Commission on or before December first of the school year in which the retirement becomes effective. In the event a UNIT MEMBER fails to give notice by December first, but subsequently retires within that school year, the Commission may defer payment of all or part of the benefit to the year following the retirement.

(3) The UNIT MEMBER'S estate will receive this compensation if a UNIT MEMBER, employed by the Commission for ten years or

more, dies prior to leaving the Commission's employ, or dies before collecting deferred retirement.

Section 2. Personal Leaves of Absence Other than Sick Leave:

a. Each full time UNIT MEMBER is entitled to three (3) personal leave days without reason with pay per contract year. Each part-time UNIT MEMBER is entitled to a pro-rated number of personal leave days with pay per contract year. This leave shall be granted only upon written request to the Superintendent at least three (3) days in advance except in cases of emergency. In cases of emergency, the Superintendent must be advised of the reason for the personal day. This leave, if unused, shall be accumulated as sick leave.

(1). Use of personal leave days immediately before or after holidays or vacations may be permitted only if there is a demonstrated need for such leave. Such a request shall be made in writing to the Superintendent for approval prior to the granting of this leave.

(2). The COMMISSION reserves the right to grant leaves without pay in cases not covered herein.

Section 3. Pregnancy Related Leaves:

a. A pregnant UNIT MEMBER shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, any UNIT MEMBER not already on maternity leave may use all or any part of her annual and accumulated sick leave and receive full pay and benefits without having to produce a physician's certificate that she is disabled. The UNIT MEMBER shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child. If a UNIT MEMBER requests more than four (4) weeks' sick leave either before or after the birth, she shall provide a physician's certificate attesting to the actual dates on which the disability began or terminated. A pregnant UNIT MEMBER who elects to keep teaching, may at the COMMISSION's discretion, be required to periodically provide a physician's certification to continued fitness to perform her duties.

b. The term "maternity leave" does not refer to an involuntary absence from work solely while the teacher is physically disabled from work during or following pregnancy.

Such an absence is governed by Section 1. "Sick Leave," of this Article. The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant UNIT MEMBER who requests maternity leave may either:

(1) Request a maternity leave beginning before birth, while she is still physically able to work, and by extending after its birth. (By choosing to leave work before she is physically disabled, the teacher waives the use of sick leave during the subsequent period of disability); or  
 (2) Work until she becomes physically disabled, use her sick leave during the period of disability, and request a maternity leave to care for the child after she has recovered from pregnancy related disability. One year leave of absence, unpaid, may be granted to tenured teachers and must be applied for by submitting a form available from the Superintendent.

c. Maternity leave for periods when the UNIT MEMBER is not disabled may be granted at the COMMISSION's discretion in accordance with the regular leave policy.

d. As a condition to receiving maternity leave, a pregnant UNIT MEMBER must inform the Superintendent of the dates on which she wishes her maternity leave to begin and end as soon as reasonably possibly, but in no event less than three (3) months in advance of the anticipated date of birth.

e. No UNIT MEMBER shall be required to take an unpaid leave of absence because of pregnancy. The COMMISSION may, at its discretion, require a UNIT MEMBER to take a paid leave of absence prior to or following the dates she has requested for maternity leave, when in the COMMISSION's judgment this is necessary to avoid disrupting the continuity of the educational program. In an appropriate case, sick leave may be applicable.

f. The Commission may grant child rearing leave without pay to a male or female tenured teaching staff member, as that term is defined in N.J.S.A. 18A:11. If both parents are employed by the Commission as teaching staff members, only one spouse shall be entitled to child rearing leave.

#### Section 4. Adoption Leave:

a. Any male or female tenured teacher who has adopted a child may request an unpaid one (1) year leave of absence for child rearing purposes. Such leave may commence two (2) weeks prior to expected date of adoption. If both parents are employed by the Commission as teaching staff members, only one spouse shall be entitled to adoption child rearing leave.

b. As a condition to receiving adoption leave, the teacher must apply for the leave on the form provided by the Commission, at least three (3) months in advance of the anticipated commencement date of the leave.

c. If both parents are employed as teachers by the COMMISSION, only one spouse shall be entitled to adoption leave.

**Section 5. Bereavement Leave:**

a. UNIT MEMBERS shall be entitled to up to five (5) days bereavement with pay per occurrence for the death in the immediate family (father, mother, husband, wife, child, grandchild, sister, brother, grandmother, grandfather, of self or spouse and any member of the family unit living in the same household, no matter what degree of relationship.)

b. Under extreme conditions UNIT MEMBERS may make a special request to the Superintendent for additional bereavement days. The granting of these days is at the sole discretion of the Superintendent and shall not exceed two (2) days.

c. UNIT MEMBERS shall be entitled to bereavement days for a relative not in the immediate family for a period of time not to exceed three (3) days, depending upon circumstances. The number of days is at the sole discretion of the Superintendent.

**ARTICLE 5**

**WORKSHOPS AND CONVENTIONS**

From time to time individual UNIT MEMBERS may be asked to attend workshops or conventions. The ASSOCIATION may also make suggestions on attendance of workshops and conventions. Attendance by an individual UNIT MEMBER and/or compensation for expenses in attending same will be decided by the superintendent on an individual basis. Expenses to be reimbursed are:

a. Lodging if overnight workshop is granted.

b. Mileage according to the U.S. Internal Revenue Service allowance effective at the time of the travel.

c. Reimbursement during the term of this contract of THIRTY DOLLARS (\$30.00) for three meals per day or pro-rated per meal.

d. Registration fees involved.

**ARTICLE 6****CREDIT UNIONS**

The COMMISSION, upon submission of appropriate requests by individual UNIT MEMBERS, shall make deductions and deposits on behalf of UNIT MEMBERS with approved credit union requested in accordance with those statutes which require the COMMISSION to make such deductions.

**ARTICLE 7****INSURANCE**

The Commission will provide group dental insurance and health insurance for those UNIT MEMBERS eligible under the COMMISSION's existing contract(s) with the insurance carrier(s), and part time UNIT MEMBERS who are regularly employed for twenty-five and one half (25.5) hours or more per week. Health insurance will be the coverage currently provided, or equivalent or better than presently provided, and dental insurance will be the coverage currently provided by Delta Dental, or equivalent or better than such provided, with the following stipulations:

- a. The ESC shall pay full premiums for all employees who are on staff as of June 30, 2004, and their eligible dependents, in either the Traditional Plan or the Preferred Provider Option (PPO), currently offered.
- b. All new employees hired after June 30, 2004, and their eligible dependents, will be provided with Preferred Provider Option (PPO) Health insurance coverage equivalent to that provided in Article 7, a, above. These employees may buy up to the Traditional Plan by paying the premium difference, through a Commission sponsored IRS Sec. 125 Plan. All other insurances remain same as coverage provided to MEMBERS in "a" above.
- c. The Commission will provide an annual explanation of benefits.

Any Teacher Assistant hired before July 1, 1998 who was employed full time with the Commission during the 1997-98 or any earlier school year shall continue to receive the same benefits ( e.g., medical and dental

insurance, sick leave, personal days, tuition reimbursement) as was provided under the parties 1995 - 1998 collective negotiations Agreement.

### **ARTICLE 8**

#### **TUITION REIMBURSEMENT**

The Commission will reimburse any full time UNIT MEMBER the tuition cost for graduate courses taken by the teacher in his/her assigned area of certification at an accredited college or university as recognized by the New Jersey Department of Education as follows:

- a. 2004-2005 school year:                 \$240 per credit
- b. 2005-2006 school year:                 \$245 per credit
- c. 2006-2007 school year                 \$250 per credit

Part time UNIT MEMBERS will be entitled to tuition reimbursement at the same rate and on the same conditions, with the maximum credits to be pro rated.

Effective July 1, 2004, it is agreed that non-tenured staff members hired on or after July 1, 2004 will be eligible for reimbursement of the following amounts of credits:

- a. First year of employment: Three credits
- b. Second year of employment: Six credits
- c. Third year of employment: Nine credits
- d. Fourth year and thereafter: Twelve credits.

Reimbursement under this Article for undergraduate or non credit courses directly related to the UNIT MEMBER's assigned area of certification or performance may be authorized by the Superintendent in his/her sole discretion. To be eligible for reimbursement, the teaching staff member must receive prior written authorization from the Superintendent for every course, whether graduate, undergraduate, or non credit. The Superintendent, in his/her discretion, may waive prior approval. Reimbursement will be made to the individual UNIT MEMBER after proof of successful completion of courses has been submitted to the Superintendent. An official transcript from the college or university

showing a grade of B (B minus) or better is required, together with the payment receipts or canceled checks showing payment for the course.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### Section 1. Definitions:

- a. A grievance shall mean a complaint by an employee or group of employees that there has been to her, him or them a violation, misinterpretation, or inequitable application of Commission policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement or a violation, misinterpretation or inequitable application of an administrative decision affecting terms and conditions of employment.
- b. The term UNIT MEMBER may include a group of members who are similarly affected by a grievance.
- c. An "aggrieved party" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the problem.

#### Section 2. Purpose:

The purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

#### Section 3. Procedure:

The COMMISSION and the teaching staff recognize that the best interests of public education will be served by establishing grievance procedures for UNIT MEMBERS (an individual or group) to provide an orderly method for them to seek mutually satisfactory agreement on problems before them, and to appeal through designated channels in the event of an impasse.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved UNIT MEMBER 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 a waiver of the grievance. It is understood that UNIT MEMBERS shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Commission until such grievance and any effect thereof shall have been fully determined. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) working days of the time that the aggrieved party knows or would reasonably have been expected to know of its occurrence, otherwise the same shall be deemed to have been abandoned.

Under this procedure, the UNIT MEMBER(S) (individual or group) has:

- 1) The right to appeal the allegedly inequitable application of policies and administrative decisions affecting her/his (or their) terms and conditions of employment, with freedom from restraint, interference, coercion, discrimination or reprisal from any person, entity or organization; and
- 2) The right to represent his (or their) appeal, or designate a representative to appear for him (or them) at any step in the appeal.

**Procedure:**

a. Provide for discussion of any grievance with the immediate COMMISSION administration superior in an attempt to resolve the matter at that level.

b. If the grievance remains unresolved, the aggrieved UNIT MEMBER(S) (individual or group) may set forth the grievance in writing to the immediate superior within five (5) calendar days after receiving the superior's verbal response, and the grievant shall receive a written decision from the immediate superior within five (5) calendar days of submission of the written complaint.

c. If the grievance remains unresolved, the grievant may, within five (5) calendar days of receipt of the written decision from the immediate superior, set forth the grounds for the complaint in writing to the Superintendent. The grievant shall receive a resolution or decision in writing with reasons within five (5) calendar days of the submission.

d. If the grievance remains unresolved, the grievant may, within five (5) calendar days, submit the grievance to the Commission's Board of Directors, specifying in writing the grounds for the complaint. The Commission or a committee thereof shall hold a grievance hearing, and shall render a written response with reasons within twenty (20) days after its first regular meeting next following submission of the grievance to the Commission.

e. Provide, if the grievance remains unresolved, that the UNIT MEMBER(S) (individual or group), may request binding arbitration. The arbitrator will be selected by requesting, within ten calendar days after receiving the COMMISSION's written decision, that the Public Employment Relations Commission (PERC) submit a roster of persons qualified to function as arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of PERC in the selection of an arbitrator: Said arbitrator shall render his decision to the COMMISSION and the UNIT MEMBER(S) (individual or group) within ten calendar days of the hearing. The decision of the arbitrator is to be final and consistent with the rules and regulations of the COMMISSION, local, state or national laws, or local, state, or national rules and

regulations having the effect of law. The cost of arbitration will be shared equally by the parties involved.

f. The Arbitrator shall have jurisdiction and authority only to interpret, determine compliance with or apply provisions of the COMMISSION Policy and at no time, have jurisdiction or authority to add to, or detract from or alter in any way said policy.

g. If arbitration is not requested and this procedure does not resolve the grievance to the satisfaction of both parties involved, UNIT MEMBER(S) (individual, or group), reserves the right to appeal to the New Jersey State Commissioner of Education.

h. Time limits stated above may be shortened or lengthened only upon mutual consent of the parties.

#### **ARTICLE 10**

##### **WORK YEAR**

UNIT MEMBERS under a ten (10) month contract shall not be required to work in excess of 186 days. Two (2) of these days will be full days for in service education. Every effort will be made to structure the in service time to count towards satisfaction of the State requirement for continuing education. The number of days when students are present shall be 182 days. Newly hired unit members may be required to work 187 days, with the additional day being for the purpose of orientation.

#### **ARTICLE 11**

##### **SCHOOL DAY**

Section 1. The in-school work day shall be 6 hours and 45 minutes.

Section 2. Each teacher shall be guaranteed one thirty-minute preparation period for each day students are present. Preparation periods will be scheduled during the regular student day. Preparation periods shall be used for planning and preparation based on the individual teacher's needs, as determined by the teacher.

If a scheduled preparation period is not provided within the full student school day for reasons other than student/faculty events, field trips, school activities, early dismissal, emergency closings, assemblies or other school-wide activities, the teacher shall be compensated at the rate of forty-five (\$.45) cents for each minute of lost preparation time.

The above compensation shall also be provided to teachers who lose guaranteed prep time, during the time of day when the teachers' classes would have been attending "specials," unless due to a school-wide activity lasting one-half day or longer.

Section 3. All UNIT MEMBERS shall have a thirty-minute duty-free lunch period. It is understood the existing practice of teachers escorting their students to and from the lunchroom at the beginning and end of the 30-minute lunch period will continue.

Section 4. All full-time Teachers shall not be required to attend in excess of four (4) evening assignments per school year. All teacher assistants shall be required to attend two (2) evening assignments per school year, constituting Back-to-School Night and Family Night. All part-time Teachers shall attend two (2) evening assignments per school year, with assignments to be determined by the administration, which shall provide each part-time Teacher with 30 days' notice of the assignment.

a. The schedule for Back-to-School-Night and Family Fun Night shall be as follows:

- 1) All UNIT MEMBERS who work 25.5 hours or more will be permitted to leave the building at 1:15 pm.
- 2) All others will leave at student dismissal.
- 3) All UNIT MEMBERS required to attend the function will return to school 30 minutes before the beginning of the evening activities, approximately 7:00 pm and remain until the activities are concluded, approximately 9:30 pm.

b. Parent/Teacher Conferences. All Teachers will also be required to attend two (2) Parent/Teacher Conference Evenings. The conference days will be scheduled as follows:

- 1) All Teacher Assistants will work their regular school day.
- 2) All Teachers will be required to remain at school from 1:15 pm to 4:45 pm, take a dinner break, return to school and be ready for a 6:00 pm conference, and may leave by 8:30 pm. During these times, all time not filled by conferences will be used at the teacher's discretion.
- 3) Teachers will schedule all Parent/Teacher conferences to occur during the aforementioned hours and submit completed schedules to their principals, who shall have the prerogative to require a change in the schedule, provided such change shall not be made for arbitrary or capricious reasons.

A UNIT MEMBER who cannot attend any of the evening events above, can apply the use of his/her leave entitlements on a pro rated basis or schedule make up conferences.

Section 5. UNIT MEMBERS shall be required to attend one after school principal's meeting per week. The day of such meeting should be consistent.

Section 6. Teacher Assistants will be provided with a fifteen (15) minute break in the morning and afternoon in lieu of preparation granted the teachers in Section 2 above. Part time Teacher Assistants will be provided with one fifteen minute break.

Section 7. The provisions of this Article 11 shall not apply when an employee is assigned to a program in a location or locations not under the control of the Commission; provided, however, that each such employee shall receive a lunch period and a preparation period equal in length to that scheduled at the location where the service is being provided by the Commission, and provided further that each such employee's total work week shall not exceed the maximum number of hours scheduled for the full-time work week at the location where the service is being provided.

If a UNIT MEMBER is scheduled to work at a location where the work year is more or less than agreed to in Article 10, that

UNIT MEMBER's salary shall be prorated, to account for the difference in days.

Section 8. UNIT MEMBERS will remain on duty when students have an early dismissal as follows:

- a. When a regularly scheduled early dismissal occurs during the school year as per COMMISSION approved calendar (ie., the day before Thanksgiving, etc.) all UNIT MEMBERS shall remain until 1:15 pm, as per Section 4. (Agreement)
- b. When an early dismissal occurs due to an emergency closing, all UNIT MEMBERS shall remain until the last student is safely on the bus, but no later than 1:15 pm. If students remain after that time, volunteers will be sought, and reimbursed at the hourly rate as per Article 12, except that if no volunteers are found, UNIT MEMBERS shall be assigned at the hourly rate above.

Section 9. UNIT MEMBERS who are certificated teachers, or certificated teacher assistants assigned to a scheduled class by the Principal, shall not leave assigned class without first notifying the office staff or individual(s) designated by the Principal.

## **ARTICLE 12**

### **EXTRA ASSIGNMENT**

Section 1. Teachers shall not be assigned to teach a subject area on a regular basis that does not fall within their area of certification.

Section 2. Teachers assigned to participate in curriculum development beyond the normal work day or work year will be paid at \$30.00 per hour of work. Teachers required to complete APA portfolios shall be provided time (at the rate of one (1) hour per student per month) in their school day or be compensated at the rate stated in Article 11, Section 2.

The Commission will provide teaching staff with improved software and clerical support for reporting student progress, which will reduce the amount of time necessary for document preparation. Progress toward meeting these goals will be reviewed by representatives of the Commission and the

Association at least semi-annually, to further refine and, if mutually agreed, improve upon the process.

Section 3. The teacher assigned to develop and produce the school yearbook shall be provided a stipend of \$600.00.

Section 4. Full-time Teacher Assistants who possess teaching certificates shall receive an additional stipend of \$2,250, payable semiannually with the following responsibilities:

- a. When coverage is required as a substitute teacher, or for IEP conferences, a \$25 per day additional compensation shall be paid. The hours served are to be recorded and submitted after a full day has accrued. Partial payments shall be authorized at the end of each semester.
- b. When coverage is needed during lunch or school wide activities which require the supervision of a certificated employee, e.g., bathroom breaks, etc., for up to one hour daily, there shall be no additional compensation. Time beyond the sixty (60) minutes daily shall be compiled and submitted in the same manner as specified in Section 4, a.
- c. Part time Teacher Assistants who qualify shall receive a stipend of \$2,000 per year.

#### **ARTICLE 13**

#### **SUBSTITUTES**

The administration will make a reasonable effort to hire substitutes for teachers and teacher assistants whenever they are absent.

#### **ARTICLE 14**

#### **LISTING OF POSITIONS**

A complete list of all vacancies and new positions as related to the educational program shall be posted within the school building and a copy shall be sent to the ASSOCIATION President at the time of the posting. The ASSOCIATION will leave three (3) stamped self-addressed envelopes at the school for three (3) ASSOCIATION officers at the start of each vacation in the

event of an opening during that period of time and will be mailed to same.

#### **ARTICLE 15**

##### **NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-5.3 in good-faith effort to mutually agree to the terms and conditions of employment for UNIT MEMBERS. Such negotiations shall begin not later than December 15, of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated, upon ratification, shall apply to all UNIT MEMBERS, be reduced to writing, be signed by the COMMISSION and the ASSOCIATION, and be adopted by the COMMISSION.

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.

#### **ARTICLE 16**

##### **REDUCTION IN FORCE**

In the event of a reduction in force (RIF), UNIT MEMBERS will be released on a seniority basis.

#### **ARTICLE 17**

##### **PROFESSIONAL DEVELOPMENT LIAISON COMMITTEE**

A Professional Development Liaison Committee will be formed consisting of three members of the Executive Committee of the Board of Directors of the COMMISSION and three members of the ASSOCIATION. This committee will meet once a year, or more frequently if mutually agreed, to review the professional development plan.

#### **ARTICLE 18**

##### **REPRESENTATION FEE**

Section 1. Purpose of Plan: If a bargaining UNIT MEMBER does not become a member of the ASSOCIATION during any membership year (i.e. from September 1, to the following August 31,) which is covered in whole or in part by this Agreement, said UNIT MEMBER will be required to pay a representation fee to the ASSOCIATION for that membership year to offset the cost of services rendered by the ASSOCIATION for majority representation.

Section 2. Amount of Fee: Prior to the beginning of each membership year, the ASSOCIATION will notify the COMMISSION, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the ASSOCIATION to its own members for that membership year. The representation fee to be paid by non-members shall be 85% of the regular membership dues, fees and assessments.

Section 3. Deduction and Transmission of Fee: The COMMISSION shall deduct from the salary of any bargaining UNIT MEMBER who is not a member of the ASSOCIATION for the current membership year the full amount of the representation fee set forth herein and transmit the amount so deducted to the ASSOCIATION.

The COMMISSION agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining UNIT MEMBER during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining UNIT MEMBER begins his or her employment in a bargaining unit position or as soon thereafter as possible.

The ASSOCIATION, before any deductions are made, will first establish a demand and return system. This system will provide that a non-Association member may appeal the amount of the representation fee assessed against him/her.

Section 4. Indemnification and Save Harmless Provision: The ASSOCIATION agrees to indemnify and hold the COMMISSION harmless against any liability which may arise by reason of any action taken by the COMMISSION in complying with the provisions of this Article, provided that the COMMISSION gives the ASSOCIATION reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.

Section 5. Termination of Employment: If a bargaining UNIT MEMBER who is required to pay a representation fee terminates

his or her employment with the COMMISSION before the ASSOCIATION has received the full amount of the representation fee to which it is entitled under this Article, the COMMISSION will deduct the unpaid portion of the fee from the last paycheck pay to said bargaining UNIT MEMBER during the membership year in question and promptly forward same to the ASSOCIATION.

The procedure explained above will apply to all ASSOCIATION members and not just those who pay a representation fee. This statement is meant to provide equal treatment for ASSOCIATION and non-ASSOCIATION members.

Section 6. Mechanics: Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the ASSOCIATION will, as nearly as practicable, be the same as those used for the deduction and transmission of regular membership dues to the ASSOCIATION.

Section 7. The herein described procedure shall be implemented and administered consistent with N.J.S.A. 34:13A-5.5 and as such is modified, amended and interpreted.

#### **Article 19 Protection of Employees**

The Commission recognizes that it is required by law to take measures for the safety of pupils and Commission employees. The Commission shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required by law for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.

The Superintendent shall annually prepare regulations governing school safety and the prevention of accidents. Such regulations shall provide procedures and precautions for the safety of employees in performance of their duties. Safety regulations shall be promulgated to all school employees and shall be reviewed and evaluated annually. The Superintendent will provide instruction for unit members in proper safety precautions.

**ARTICLE 20**

**DURATION OF AGREEMENT**

This Agreement shall be for a term of three (3) years, commencing on the 1st day of July, 2004, and terminating on the 30th day of June, 2007.

SIGNED and SEALED this 28th day of November, 2001, by the respective officers of the COMMISSION and the ASSOCIATION.

The Morris County Educational  
Services Commission  
County  
Education Association

The Educational Services  
Commission of Morris  
County  
Board of Directors

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**MOCESCOM BOARD - TEACHING STAFF NEGOTIATIONS**

**TEACHING STAFF SALARY GUIDE, 2004 - 2005**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>TEACHER ASSIST</b>
1	38,918	39,307	39,696	40,606	41,146	41,686	42,457	20,820
2	39,696	40,151	40,606	41,686	42,226	42,766	43,306	21,230
3	40,606	41,146	41,686	42,766	43,321	43,876	44,431	21,785
4	41,686	42,226	42,766	43,876	44,456	45,036	45,616	22,335
5	42,766	43,321	43,876	45,036	45,626	46,216	46,806	22,965
6	43,876	44,456	45,036	46,216	46,806	47,396	47,986	23,610
7	45,036	45,626	46,216	47,396	47,986	48,576	49,166	24,265
8	46,216	46,806	47,396	48,576	49,176	49,776	50,376	24,905
9	47,396	47,986	48,576	49,776	50,376	50,976	51,576	25,550
10	48,576	49,176	49,776	50,976	51,576	52,176	52,776	26,195
11	49,776	50,376	50,976	52,176	52,791	53,406	54,021	26,855
12	50,976	51,576	52,176	53,406	54,041	54,676	55,311	27,505
13	52,176	52,791	53,406	54,676	55,321	55,966	56,611	28,175
14	53,406	54,041	54,676	55,966	56,631	57,296	57,961	28,840
15	54,676	55,321	55,966	57,296	57,966	58,636	59,306	29,515
16	55,966	56,631	57,296	58,636	59,356	60,076	60,796	30,195
17	57,296	57,966	58,636	60,076	60,831	61,586	62,341	30,865
18	58,636	59,356	60,076	61,586	62,576	63,566	64,556	31,275
19	60,076	60,831	61,586	63,566	64,566	65,566	66,566	31,695
20	61,586	62,576	63,566	65,566	66,566	67,566	68,566	32,835
21	63,566	64,566	65,566	67,566	68,566	69,566	70,566	34,040
<b>OFF GUIDE</b>	66,255	67,255	68,255	70,255	71,255	72,255	73,255	

**STEP 22 IS OFF THE GUIDE; STEP 21 IS THE LAST GUIDE PROGRESSION STEP**

**MOCESCOM BOARD - TEACHING STAFF NEGOTIATIONS**

**TEACHING STAFF SALARY GUIDE, 2005 - 2006**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	TEACHER ASSIST
1	40,387	40,791	41,194	42,018	42,558	43,098	44,064	21,590
2	41,194	41,606	42,018	43,098	43,638	44,178	44,944	22,000
3	42,018	42,558	43,098	44,178	44,733	45,288	45,843	22,410
4	43,098	43,638	44,178	45,288	45,868	46,448	47,028	22,960
5	44,178	44,733	45,288	46,448	47,038	47,628	48,218	23,590
6	45,288	45,868	46,448	47,628	48,218	48,808	49,398	24,235
7	46,448	47,038	47,628	48,808	49,398	49,988	50,578	24,890
8	47,628	48,218	48,808	49,988	50,588	51,188	51,788	25,530
9	48,808	49,398	49,988	51,188	51,788	52,388	52,988	26,175
10	49,988	50,588	51,188	52,388	52,988	53,588	54,188	26,820
11	51,188	51,788	52,388	53,588	54,203	54,818	55,433	27,480
12	52,388	52,988	53,588	54,818	55,453	56,088	56,723	28,130
13	53,588	54,203	54,818	56,088	56,733	57,378	58,023	28,800
14	54,818	55,453	56,088	57,378	58,043	58,708	59,373	29,465
15	56,088	56,733	57,378	58,708	59,378	60,048	60,718	30,140
16	57,378	58,043	58,708	60,048	60,768	61,488	62,208	30,820
17	58,708	59,378	60,048	61,488	62,243	62,998	63,753	31,490
18	60,048	60,768	61,488	62,998	63,988	64,978	65,968	31,900
19	61,488	62,243	62,998	64,978	65,978	66,978	67,978	32,320
20	62,998	63,988	64,978	66,978	67,978	68,978	69,978	33,460
21	64,978	65,978	66,978	68,978	69,978	70,978	71,978	34,665
<b>OFF GUIDE</b>	67,667	68,667	69,667	71,667	72,667	73,667	74,667	
<b>STEP 22 IS OFF THE GUIDE; STEP 21 IS THE LAST GUIDE PROGRESSION STEP</b>								<b>Page AB</b>
<b>MOCESCOM BOARD - TEACHING STAFF NEGOTIATIONS</b>								
<b>TEACHING STAFF SALARY GUIDE, 2006 - 2007</b>								
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	TEACHER ASSIST
1	42,123	42,544	42,965	43,824	44,260	44,696	45,826	22,404
2	42,965	43,395	43,824	44,696	45,236	45,776	46,742	22,814









