

AGREEMENT

Between the

SOMERDALE BOARD OF EDUCATION

and the

SOMERDALE EDUCATION ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2013 THROUGH JUNE 30, 2016

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PREAMBLE

THIS AGREEMENT entered into effect the 1<sup>st</sup> day of July, 2013, by and between the BOARD OF EDUCATION OF THE BOROUGH OF SOMERDALE, IN THE COUNTY OF CAMDEN, New Jersey, hereinafter called the "Board" and the SOMERDALE EDUCATION ASSOCIATION, hereinafter called the "Association".

Whereas, the parties have negotiated and reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1  
RECOGNITION

A. Pursuant to NJSA 34:13a-1 et. seq. the Somerdale Board of Education hereby recognizes the Somerdale Education Association, Inc., as the sole and exclusive representative for collective negotiation concerning terms and conditions of employment for all full time and part time personnel under contract by the Board of Education as included herein, unless in a supervisory capacity.

1. Teaching Staff
2. Librarian
3. Guidance Counselor
4. Nurse
5. Speech Therapist
6. Learning Disability Teacher Consultant [LDTTC]
7. Assistant
8. School Psychologist
9. Social Worker

but excluding:

1. Superintendent
2. School Business Administrator
3. Board Secretary
4. Principals
5. Building and Grounds Supervisor
6. Secretaries
7. Substitute Teacher

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2  
NEGOTIATING SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 et seq. in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with PERC Rules in the calendar year preceding the calendar year in which the existing agreement expires. Any agreement negotiated shall apply to the unit defined, be ratified by the Association, be adopted by the Board, and be signed by the Association and the Board.
- B. Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may inspect such documents, as the Board is required by law to release and make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board minutes and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey shall fall within the definition of public records for the purpose of this Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Pursuant to NJSA 34:13-1 et seq., the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the term of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. 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 3  
GRIEVANCE PROCEDURE

A. Informal disposition of grievance

The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, Unit Members are encouraged by the Association and the Board to attempt to achieve informal disposition of their grievance.

B. Definitions:

1. A grievance shall mean a complaint by an employee that there has been to him a personal loss, injury or inconvenience because there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, or that there has been a personal loss, injury or inconvenience because there has been a violation, misinterpretation or misapplication of established board policy, or as a result of an administrative decision pertaining to board policy or this Agreement.

2. As used in this Article, the term "employee" shall mean:

- a. An individual Unit Member
- b. A group of Unit Members having the same grievance.

C. Procedures:

1. Any employee who decides either alone or after seeking the assistance of the Association that he or she has a grievance; he or she shall discuss it with his immediate superior in an attempt to resolve the matter informally at that level. To be considered under this grievance procedure, a grievance must be initiated at this informal level within twenty (20) school days of the event that gave rise to the grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days of such discussion, he or she shall set forth his grievance in writing to the Superintendent/Principal or designee or if the grievance results from an action of a school official higher than the rank of Superintendent/Principal, the grievant may set forth his grievance in writing to that official, specifying:

- a. The nature of the grievance including the specific provisions of this Agreement alleged to have been violated.
- b. The results of previous discussions.
- c. That he/she is dissatisfied with decisions previously rendered.
- d. The remedy sought.

The Superintendent/Principal or such official shall give his decision to the employee in writing within five (5) school days of receipt of the written grievance.

3. If the grievance is not resolved to the employee's satisfaction, he or she may appeal within ten (10) school days of receipt of the Superintendent's decision to the Board of Education. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, composed of not less than three (3) members shall hold a hearing with the employee within twenty (20) school days of receipt of the written

grievance and render a decision in writing within ten (10) school days of the hearing.

4. In the event a grievance shall not have been settled under the Procedure above, and only if such grievance involves a claim or infringement upon the provisions of the Agreement, the aggrieved may proceed directly to arbitration, which shall be binding subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenure employee which arises by reason of his or her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of reappointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

5. Arbitration shall be initiated by certified letter from the grievant bearing the written approval to proceed, of the President of the Association, addressed to the Superintendent of Schools. Such letter shall be mailed within twenty (20) school days of receipt of the written decision of the Board. Such request can be honored only if the grievant(s) and the Association waive the right, if any, in writing of said grievant(s) and the Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

6. The grievant, or the person designated by the grievant to represent him or her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association.

7. The arbitrator shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all the terms of this Agreement. He or she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties subject to the limitation of the statutes and this contract. Fees and expenses of the arbitration shall be borne equally by both parties.

D. General Provisions:

1. Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.

2. Administration failures at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or his designee and the grievant.
3. Copies of all written grievances, responses and notices shall be mailed to the Association. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate Association and Board representatives and witnesses. Association and Board counsel shall be permitted at C. 4. and C. 5. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
4. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration.
5. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such anticipation.
6. The "Association" and the "Board" agree that differences between the parties shall be settled by peaceful means as provided within this Agreement.
7. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
8. 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.

ARTICLE 4  
UNIT MEMBER RIGHTS

- A. Pursuant to NJSA 34:34A-1 et. seq., the Board hereby agrees that every employee of the Board included in the unit as set forth under ARTICLE 1 shall have the right freely to organize, join, and support the Association and its legal activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.
- B. Unless a just cause appears, no unit member shall be disciplined. The foregoing shall be subject to the grievance procedure set forth herein. Any such action by the Board or any agent or representative thereof shall not be made public until the Board takes formal action.



C. Whenever any Unit Member is required to appear before the Board or any committee or member thereof concerning any matter, which could adversely affect the continuation of that Unit Member in his office, position or employment or the salary, or any increments pertaining thereto and then he or she shall be given prior written notice of the reasons for such meeting or interview. At the request of the Unit Member, a representative of the Association shall be permitted to be present at such meeting or interview. Upon suspension of a Unit Member, the Board of Education shall place in escrow account the amount equal to the Unit Member's salary until the suspension and the reasons thereof have been adjudicated.

D. Upon notification of termination of employment of a non-tenured unit member during the term of his contract or upon notification of nonrenewal of a non-tenured unit member's contract, the non-tenured unit member may request and shall receive a written statement of reasons for non-reemployment pursuant to NJSA 18A: 27-3.3. Within ten (10) calendar days of receipt of the Board's statement of reasons, the non-tenured unit member may request in writing an informal appearance before the Board of Education in accordance with the provisions of NJAC 6:3-1.20. See Appendix B.

#### ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association a current roster of certified personnel (as of September 1), which shall include area of certification and degree held, one (1) copy of agendas and make available the minutes of all public Board meetings, one (1) copy of names and addresses of all unit members and to make available to the Associations such other public information that shall assist the Association in developing intelligent, accurate, informed, and construction programs on behalf of the unit members and their students.

B. The Association and its representatives shall have the use of school buildings at all reasonable hours for meetings. Permission of the school building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

C. Whenever, by mutual consent of the parties, any member of the unit defined in ARTICLE 1 participates during working hours in negotiations, or grievance proceedings, he or she shall suffer no loss in pay.

D. The Association shall have the use of school facilities and equipment, including computers, copy machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Prior approval of the appropriate administrator shall be obtained.

E. The Association shall have the use of the inter-school mail facilities and school mailboxes. However, prior approval of the appropriate administrator shall be obtained.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Unit Members listed in Article 1, and to no other similar organization.

G. The Association shall have the privilege of continuing to use a bulletin board with prior permission of the building administrator to post the materials; such permission shall not be unreasonably withheld.

The Association President shall be released one period per week to attend to association duties upon approval of the Superintendent.

#### ARTICLE 6 SALARIES

A. The Salary of each Unit Member covered by this Agreement is set forth in the Salary Guides for each classification of Unit Member which are attached hereto and made a part hereof.

B. Any staff member wishing to take credits to advance themselves on the salary guide shall notify the Business Office/Superintendent (on or before the last day of November of the previous year) of possible horizontal movement for the following school year in order for the Business Administrator to properly budget for the pay increases. The notification does not obligate the staff member to take courses; it simply alerts the Business Office that if one or two courses are taken said staff member will hit one of the criteria.

C. Upon 60 days' notice in writing and the submission to the Superintendent of appropriate evidence of completion and acquisition of advanced credits from an accredited school, employees shall be paid for said credits at the rates set forth in the salary schedule at the time said credits were acquired. However, if less than the full contract year remains at the time of acquiring said credits, the unit member will be paid on a pro-rata basis of the amount set forth on the salary guide. Example: A unit member officially acquires his/her credits as of October 1<sup>st</sup>, nine (9) months remain in the contract year, therefore he/she will be paid 9/10 of the amount shown in the salary schedule for the advanced credits.

D. The Board agrees to deduct an individually established amount of each unit member's pay as authorized by individual unit members and transmit such monies monthly to the South Jersey Federal Credit Union for deposit into the accounts of the individual unit members.

E. From September 1, 2014 through June 30, 2015 paychecks will be issued on a bi-weekly basis. Effective July 1, 2015, the pay dates shall change to the 15<sup>th</sup> and 30<sup>th</sup> of each month.

F. The tutoring rate shall be \$35 per hour for the term of this Contract.

G. The School Nurse shall be entitled to compensatory time for lost prep or lunchtime. If the School Nurse cannot use the compensatory time, it will be paid at his/her hourly rate.

H. Summer enrichment and Curriculum development rates shall be \$35 per hour for the term of this Contract.

I. Morning and after-school detention supervision responsibilities will be posted. Involuntary assignment will only be made if there are insufficient applicants for the position. The hourly rate for such supervision is \$28.00. This rate shall be prorated for periods lasting less than an hour. Teachers and certified assistants are covered by this provision.

J. Effective July 1, 2007, all salaries will be paid by way of direct deposit.

K. If a teacher or certified assistant is assigned to cover a lunch period or an absent teacher's class and loses their preparation and/or duty-free lunch time, he/she shall be paid \$28 per period. Involuntary assignment will only be made if there are insufficient applicants for the position.

L. Stipend positions (i.e. advisors, clubs, etc.) will be paid twice a year. Fifty (50%) percent the first pay period of December and fifty (50%) percent the last unit member pay period of June.

#### ARTICLE 7 EMPLOYMENT PRACTICES

A. The Board agrees to hire only those teachers for whom it can obtain a valid teacher's certificate or certificate of eligibility issued by the State of New Jersey Board Examiners.

B. Each newly hired teacher shall be placed on a step on the salary schedule that reflects the initial salary negotiations between that individual teacher and the Board of Education upon the initial employment of that teacher. Guide placement shall be Step 1 for no previous experience. Guide placement for previous experience in a public school shall be limited to the first five steps of the guide. Placement above the fifth (5th) step shall be based on critical needs due to a statewide shortage as determined by the New Jersey Department of Education. Such initial placement shall control future movement on the salary guide. Unit members not employed more than ninety (90) working days shall not receive credit toward the next increment step on salary guide.

C. Each newly hired non-certificated unit member with no previous experience shall be placed on Step 1 on the salary guide. Guide placement for previous experience in a public school shall be limited to the first three (3) steps on the guide. Such initial placement shall control future movement on the salary guide. Non-certificated members

employed more than ninety (90) teaching days during the school year shall be awarded one year credit toward movement of one (1) increment step on the salary guide.

D. Teachers employed more than ninety (90) teaching days during the a school year shall be awarded one year credit toward movement of one (1) increment on the salary guide.

E. Assistants employed more than ninety (90) teaching days during the a school year shall be awarded one year credit toward movement of one (1) increment on the salary guide.

F. Individual employment contracts shall comply with the provisions of this Agreement.

G. Previously accumulated unused sick leave days accumulated within the Somerdale School District shall be restored to all re-employed teachers.

H. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th. The administration will inform each teacher in writing of his/her subject and/or grade level assignment as soon as is reasonably possible. The Association understands that changes may occur in such assignments after notice is given in order to meet the educational needs of the District.

I. There shall be no reduction in force (layoff) except in accordance with the provisions of Article 3, Chapter 28 of NJSA 18A which will be applied to all teachers except non-tenured teachers. If a reduction in force is being considered, the Administration shall notify and consult with the Association as soon as practicable but not less than sixty (60) days before final Board action is to occur.

#### ARTICLE 8 WORK DAY

1. Work Day - Option 1:

1. The workday for unit members shall consist of four hundred and twenty-five (425) minutes. Teachers without an assigned homeroom will utilize the extended homeroom period as preparation time. They will not be assigned duties during homeroom period. The length of time for the homeroom period shall be determined and set by the Superintendent of Schools. The total length of time for the extended homeroom period may be up to, but not exceed, ten minutes per day.
2. The aforesaid four hundred and twenty-five (425) minutes shall include eight (8) periods of forty-seven minutes each.

3. The workday for the Assistants shall be 7 hours and 25 minutes. When requested by the Superintendent, Assistants will be paid additional for each fifteen (15) minute increment worked.
4. Each Teacher shall have a daily duty-free lunch period of forty-seven (47) minutes except in any emergency or an abbreviated day.
5. Each Assistant shall have a daily duty-free prep period of forty-seven (47) minutes except in any emergency or an abbreviated day.

B. Work Day – Option 2:

1. Start time for employees shall not be earlier than 7:30 AM, at the Administrations discretion. The workday for unit members will consist of four hundred twenty five (425) minutes for Teachers and four hundred forty five (445) for Assistants. Teachers without an assigned homeroom will utilize the extended homeroom period as preparation time. They will not be assigned duties during homeroom period. The length of time for the homeroom period shall be determined and set by the Superintendent of Schools. The total length of time for the extended homeroom period will not exceed fifteen (15) minutes. The work day shall end no later than 3:30 PM.
  2. The aforesaid four hundred and twenty five (425) minutes will include five (5) periods of sixty four (64) minutes and each teacher and full time assistant will have three (3) days of duty free lunch for sixty (60) minutes and two (2) days of thirty (30) minutes lunch supervision. (Except in any emergency such as facility malfunction or weather conditions, an abbreviated week or an abbreviated day. An abbreviated day includes, but is not limited to: facility malfunction, PLC meeting, or in-service day.). (Attach regular and abbreviated schedules to the contract).
  3. Three hundred twenty (320) minutes of preparation time per normal work week will consist of five (5) sixty four (64) minutes per week if the schedule allows. In no event shall a preparation period be less than thirty-two (32) minutes long. The Board does not guarantee a daily preparation period.
- C. Implementation of this work day change shall be at the discretion of the Administration and shall be decided prior to the beginning of the school year and remain in effect for the school year.
- D. It is agreed that a teacher or certified assistant may volunteer to accept a sixth period in lieu of having a prep period. Any volunteer assigned and teaching a sixth period will be compensated \$6,200.00, as a stipend and paid one half (1/2) on the first pay period in December and one half (1/2) on the last pay period in June. If the extra instructional period is assigned during the school year, the annual payment will

be pro-rated. There will be no reduction in staff or status of any teacher or full time assistant due to assignments of sixth periods. The Administration will seek volunteers with proper certification; however, if an insufficient number of volunteers are available, or the volunteer doesn't have the proper certification, the Administration shall have the right to assign a staff member who possesses the proper certification.

- E. Unit members and assistants may leave the building without requesting permission during their scheduled duty-free lunch period. However, upon leaving and returning, unit members shall indicate absence or presence for duty by notifying the main office promptly.
- F. The Superintendent shall be able to have 15 Faculty meeting per school year. Of those 15 meetings, ten (10) shall be scheduled on the first Wednesday of each month, however, if the first Wednesday is a holiday, or precedes a Thursday holiday, the meeting shall be held on the second Wednesday. The two (2) additional meetings shall be scheduled on Wednesdays with two (2) weeks advance notice. Faculty meetings should not exceed one hour beyond the normal school day. Any meeting planned to extend beyond one and one-half hours shall be considered a workshop, thereby warranting a one o'clock dismissal. Meetings of an emergency nature may be called any time.
- G. Part time assistants and part time teachers working less than five (5) hours daily shall not be entitled to a lunch period. Those working over five (5) hours, but less than full time, shall be entitled to a prorated lunch period.
- H. Two hundred thirty-five (235) minutes of preparation time per normal workweek shall consist of five (5) forty-seven minute periods per week. The Board does not guarantee a daily preparation period.

#### ARTICLE 9 WORK YEAR

- A. The Association will submit to the Superintendent prior to February 1 of each year its recommendation with respect to the school calendar for the ensuing year. The Board, in determining the school calendar will consider any recommendation for the official school calendar requested by the Association, prior to its adoption of the official school calendar.
- B. The in-school work year for teachers shall not exceed one hundred eighty eight (188) days, exclusive of days on which schools are closed for the NJEA Convention. Said convention days will no longer be considered as part of the school calendar; therefore, teachers will not be required to account for their time during NJEA Convention days.
- C. The in-school work year for Assistants shall not exceed one hundred eighty eight (188) days, exclusive of days that are closed for the NJEA Convention. Assistants at

their option may attend workshops.

D. On the first student day of each school year unit members shall work a full day, but shall not be responsible for direct supervision or instruction of students after the early dismissal time for students. During the last two (2) days of the school year unit members shall work a normal school day unless dismissed early by the Administration but shall not be responsible for direct supervision or instruction of students after the early dismissal time for students.

E. There will be two (2) mandatory evenings for unit members. Pre K – 4<sup>th</sup> grade members will attend one (1) Back to School Night and one (1) parent-teacher conference and 5<sup>th</sup> grade through 8<sup>th</sup> grade plus special teachers will attend one (1) Back to School Night and graduation.

#### ARTICLE 10 CLASS SIZE

As part of its continuing effort to provide an adequate educational environment for each child enrolled in the Somerdale Public Schools, the Board of Education believes that adequate class size is essential.

#### ARTICLE 11 NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a unit member's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end.

B. Unit members shall not be required to drive students. A unit member may do so voluntarily with the advance approval in writing of his/her principal or immediate supervisor. Unit members authorized to use their vehicles on school business shall be compensated at the rate as set forth by the United States Department of Treasury — Internal Revenue Service from year to year.

C. Unit members assigned to committees organized pursuant to the requirements of Core Curriculum Standards shall be provided with scheduled released time for committee meetings if the committees are scheduled by the Administration to meet during the school day. All meetings pertaining to Core Curriculum beyond the school day shall be on a voluntary basis.

#### ARTICLE 12 TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. No later than April 30 of each school year, the Superintendent shall make available to the Association President and post in the school building a list of all the

known unfilled positions which he or she expects to fill prior to the opening of school in September. Revisions of the aforementioned list shall be made as of May 30 and June 15. During July, the revised list will not be posted in the school building. However, it shall be forwarded to the Association President at his/her summer address as filed with the Board.

B. Unit members who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than May 1. Such statement shall include the grade and/or subject to which the unit member desires to be assigned, in order of preference. Seniority, the individual's qualifications and system-wide balance of experience and inexperience, shall be considered. The final decision pertaining to assignments rests with the Superintendent. Upon reaching his/her decision, the Superintendent shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in school and make available to the Association President a system-wide roster showing the names and tentative assignments of all personnel. In the event of a change of assignment, after the posting of the list, the Board shall notify the unit member of the change of assignment prior to effectuating the reassignment. In the event of a change of assignment and upon the request of the unit member, a consultation with the Superintendent or his or her designee will be held.

D. In order to assure that pupils are taught by teachers working within their areas of certification, teachers will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

E. Notice of all open positions covered under by this Agreement shall be posted in the school and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the positions shall do so in the manner prescribed in the notice within five (5) days after the date of the notice. No permanent appointment to a position posted shall be made until ten (10) days after the posting notice has been issued. All applicants shall receive written notification from the Board that their applications are being considered.

### ARTICLE 13 UNIT MEMBER EVALUATION

A. Observation of the work performance of all Unit Members will be conducted openly. Formal observation sessions shall be with the full knowledge of the Unit Member. All other observations of the Unit Member's work performance that are to be made part of his/her file will be made known to the Unit Member.

B. Unit Members shall be given a copy of any evaluation report prepared by his or her evaluators before or during any conference held to discuss it. If the Unit Member is dissatisfied with his evaluation conferences, he or she may request additional



conference time prior to the evaluation being placed in his or her file. No such report shall be submitted to the central office, placed in a Unit Member's file or otherwise acted upon without a prior conference with the Unit Member. The Unit Member shall sign such report. Such signature shall indicate only that the report has been read by the Unit Member; and in no way indicates agreement with the contents thereof.

C. Those complaints regarding a Unit Member made to any member of the administration by any parent, student, or other person, which may be used in any manner against said Unit Member shall not be placed in a Unit Member's file or otherwise acted upon without a prior conference with the Unit Member, and the Unit Member shall have the opportunity to review and/or rebut those complaints, which as a result of the investigation, shall become part of his or her file. The Unit Member shall acknowledge that he or she has had the opportunity to review such complaint by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Unit Member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

D. All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any employee described in the unit in Article 1 refuses to sign derogatory or evaluation material that is being placed in his or her file.

E. Each Unit Member shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his personnel file with reference to evaluation of his performance in such school district. No document to which an individual has not been given access shall be utilized against the individual.

F. In the event that the Board removes from the Unit Member's file, material that it deems to be confidential, a dated notation shall be placed in the file stating what materials have been removed.

G. Upon 24 hours notice, each unit member shall have the right to review and reproduce material in his or her personnel file to which he or she is entitled.

H. The Unit Member shall have the right to answer any material filed and the Superintendent shall review his answer, and the answer shall be attached to the file copy.

I. Reproductions of such material may be made by hand, or copy machine if available.

ARTICLE 14  
SICK LEAVE

- A. All ten-month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty at that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Unit Members shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.
- C. Any unused personal days with pay shall be accumulated toward the Unit Members' sick leave the following year.

ARTICLE 15  
LONG-TERM LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any unit member who is inducted or enlists in any branch of the Armed Forces of the United States for the initial period of such service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.
- B. A Unit Member shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Accumulated sick leave time shall be available to said Unit Member who suffers disability on account of pregnancy, on the same terms as it is available for all types of disability. The same type of physician's certificate may be required under N.J.S.A. 18A: 30-4 for pregnancy as for other disabilities.
  - 1. All regularly appointed unit members are requested to notify the Superintendent of their pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth. Accumulated sick leave shall be available to said Unit Members who suffer disability on account of Unit Member's pregnancy twenty (20) days before the projected due date and twenty (20) days after delivery, based on official notification by the employee. Accumulated sick leave shall be available to said Unit Members who suffer disability on account of Unit Member's pregnancy on the same terms, as it is available for all types of disability. The same type of physician's certificate may be requested under NJSA 18:30-4 for pregnancy as for other disabilities.
  - 2. A Unit Member covered by this Agreement and returning from a leave of absence caused by pregnancy or birth shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. No Unit Member, covered by this Agreement, shall be barred from returning to work after the birth of a child solely on the ground that there has not been a stated or prescribed lapse of time between birth and the desired date of return.
  - 3. The Board shall not remove any unit member from her duties during pregnancy.

except on any one of the following basis:

a. Performance: Her unit member performance has substantially declined from the time immediately prior to her pregnancy.

b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

1) The pregnant unit member fails to produce a certification from her physician that she is medically able to continue teaching, or

2) The Board of Education's physician and the unit member's physician agree that she cannot continue teaching, or

3) Following a difference of medical opinion between the Board's physician and the unit member's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the unit member and the Board, shall be appointed to examine the unit member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The unit member and the Board shall share the expense of any examination by an impartial third physician under this paragraph equally.

c. Just Cause: Any other "just cause" as defined in NJSA Title 18A.

C. The Board shall grant child rearing leaves of absence without pay to pregnant unit members under the following terms and conditions:

1. Any unit member may return to work within the school year in which the leave begins, provided he or she shall have requested to do so in the application for a leave of absence and shall have specified the return month and provided that the Board has agreed to the return date. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenure unit member or non-certified unit member granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if she makes application at least three weeks prior to the commencement date of her leave of absence and subject to the provisions of C. 1, c.

2. The Board shall not be required to extend the leave of nontenure unit members beyond the school year for which they were hired. Nontenure unit members wishing to return for the following school year shall be considered by the Board for reemployment

for the following year.

3. Any tenured unit member or non-certified employee may return to work subsequent to the school year in which her leave begins, provided he or she shall have requested to do so in the application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two school years following the school year in which the leave commences, provided such employee has given the Board written notice of their intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.

4. Except as otherwise provided in this Article, no unit member shall be barred from returning to work after the birth of their child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, a certificate from her physician stating that she is physically capable of resuming her full duties.

5. Any unit member granted leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year) provided he or she has completed more than ninety (90) days of service to the district in the year in which the leave commences.

6. Any unit member adopting any infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

D. The Board for good reason may grant other leaves of absence without pay.

E. Upon return from leave granted pursuant to Section A. of this Article, a unit member shall be considered as if she/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if she/he had not been absent. A unit member shall not receive increment credit for time spent on a leave granted pursuant to Sections B. through D. of this Article.

F. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits shall be restored upon their return.

G. All extensions or renewals of leaves shall be applied for in writing and be granted in writing.

#### ARTICLE 16 TEMPORARY LEAVES OF ABSENCE

A. Personal Leave of Absence with Pay: Certificated Employees may ask to be absent from school four (4) days per year for personal reasons. Assistants and

Custodians may ask to be absent from school three (3) days per year for personal reasons.

1. Unused personal leave of absence days with pay shall be added to the sick leave of the employee the following year.
2. This leave must be approved by the Superintendent at least five school days in advance, except in emergencies.
3. In the case of a disagreement between unit member and administrator regarding approval, the unit member may be excused for this day, but the Board will determine if salary is to be paid for the absence. Such a disagreement shall be subject to the Grievance Procedure set forth in Article 3.
4. Approved personal reasons:
  - a. to appear in Court;
  - b. to settle a house;
  - c. to settle a will;
  - d. to hospitalize a member of the immediate family (husband, wife, children, or relative living in the same household);
  - e. to conduct personal business that cannot be completed at any other time;
  - f. religious holidays.

Subject to appropriate notification as set forth above, an employee may take personal leave for three (3) days allowed herein without being required to stipulate the reason for taking such leave except that she/he is taking it under this section. After the third (3rd) day, a reason is needed.

Personal days will be for full school days only.

B. Leave of Absence: In addition to sick leave, absence without salary deduction shall be allowed in the amount specified for each of the following cases, provided, however, that the total number of days so used does not exceed five (5) in any one school year:

1. Absence for not more than five days due to death in the family of the employee. Family is defined as father, mother, son, daughter, sister, brother, wife, husband, father or mother of wife or husband, grandchild, or any relative living in the same household as that of the unit member.
2. Absence of one day to attend the funeral of a relative other than the immediate family of the employee, not to exceed two such absences in the contract year.
3. The above leaves are not cumulative from year to year.
4. An exception to the five-day per year requirement set forth in B. 1, above shall be made in the event of an additional death of one of the following in the same year: father, mother, children, or spouse. In such event, up to five (5) additional days shall be

allowed in each instance.

It is understood by the parties that personal leave time is not to be utilized to extend vacation or holiday periods. Personal leave, as referred to in this Article, will not be granted the day immediately prior to or immediately following a holiday or vacation period, except in an emergency. The Superintendent shall have the sole discretion to approve or disapprove leave prohibited by this paragraph.

ARTICLE 17  
ASSOCIATION PAYROLL DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its unit members dues for the Somerdale Education Association, the Camden County Council of Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Somerdale Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association that shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Employees shall complete and submit to the Board Secretary Appendix B if they elect to have dues deducted pursuant to this Article.

D. If an employee who is covered by the recognition clause does not become a member of the Association that is covered by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee shall be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own. Fees to be paid by non-members will be equal to the maximum allowed by law.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association

to its own members, and the representation fee has been set at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the earliest effective date set by law.

ARTICLE 18  
INSURANCE PROTECTION

A. Full-time unit members shall receive at Board expense coverage under the basic health plan, including family coverage.

B. Any employee opting out of the health insurance program shall be entitled to 30% of the insurance cost. The Board shall adopt Section 125 of the IRS code. Employees have the option on a year-to-year basis.

C. The Board of Education shall appropriate monies annually for the purpose of funding the Board's obligation for a prescription drug insurance plan at one hundred percent (100%) coverage for all unit members, which includes full family coverage. This program shall include a co-pay for all unit members according to the following:

Any onlist prescriptions:                   \$15 for brand name prescriptions.  
  \$5 for generic prescriptions  
  \$15 for mail order prescriptions that pertains to a  
  three (3) month supply.

Any offlist prescriptions:                 \$30 for brand name prescriptions.  
  \$30 for generic prescriptions  
  \$30 for mail order prescriptions that pertain to a three  
  (3) month supply.

On-list prescriptions shall be expanded to include additional medications that are not currently on the list.

D. The Board will provide, at their expense, an Employee Assistance Program.

E. Effective July 1, 2005, the Board will provide full dental coverage, which includes full family coverage to Unit Members at the Board's expense.

F. A Family vision plan rider at the Board's discretion will be provided by the Board at a cost not to exceed for each Unit Member of thirty seven dollars (\$37) per family.

G. During the "open enrollment" period, unit members may take changes in their basic health or "opt out" of the health insurance program. The Board of Education shall notify unit members of an open enrollment period thirty (30) days in advance or in ten (10) working days of notification from the health carrier.

H. In addition to the basic current plan (including family coverage) health insurance plan options for members at a lower premium cost will be offered to be selected solely at the discretion of the member.

I. Employee contribution to their medical insurance premiums shall be as defined and outlined by state statute covering Health Care Premium Sharing Rates. P.L. 2011 c. 78. At the conclusion of this collectively negotiated agreement on June 30, 2016, after full implementation of the contribution levels set by the statute, in the absence of any legislation amending the contribution levels, pursuant to N.J.S.A. 18A:16-17.2, the contribution levels will be subject to collective negotiations.

ARTICLE 19  
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Somerdale Board of Education will pay tuition costs for courses taken by unit members to improve their professional skills, not to exceed six credits per fiscal year. Reimbursement will be at the rate charges, but not to exceed state college tuition rates. This benefit does not apply to courses required to maintain or obtain initial certification, and shall be limited to courses within the unit members assignment.

1. Written approval of the Superintendent of Schools must be obtained prior to registration for an incentive course.

2. Courses must be taken at an accredited college or university.

3. The request to the Superintendent must include a catalog copy of the course description and summary.

4. Requests for tuition reimbursement must be accompanied by an official transcript of grades earned and a receipted copy showing proof of payment of the tuition.

5. Poor or unsatisfactory scholarship will disqualify the teacher from reimbursement.

6. Accepted grades shall be A, B, C, 1, 2, 3, Satisfactory or Pass.

7. The fiscal year shall be defined as 1 July through 30 June of the following calendar year.

8. Requests for reimbursement must be accompanied by an official transcript and must be submitted to the Office of the Board Secretary no later than 90 calendar days following the completion of the course for which reimbursement is sought.

9. Maximum Cap

a. There shall be a maximum cap covering all reimbursements under this Article. The annual cap shall be \$13,500. If all tuition reimbursement claims exceed the cap set forth above, all claims shall be prorated. For example, if the cap set forth will cover 95%



of all claims, all individual claims will be reimbursed at 95% of the claim amount.

b. The Board shall make all tuition reimbursement payments before the end of July following when the course was successfully completed under the terms of this Article.

B. Unit members shall be allowed up to two (2) professional days per year for the purpose of visiting other schools, attending workshops, conferences and programs related to professional development and educational improvement, subject to the approval of the Superintendent. At least two (2) school days prior notification will normally be required.

C. The Board shall reimburse tuition for non-certified instructional assistants for up to \$800 per year, based upon the Community College Tuition Rate, with a limit of six (6) credits per year.

#### ARTICLE 20 SUMMER SCHOOL

In the event of a summer school, positions will be posted adequately in advance and the Association will be contacted in order that negotiations may proceed as to salaries. Posting to be made within three (3) days of the filing of the application by the Board for the summer school.

#### ARTICLE 21 GENERAL PROVISIONS

A. This Agreement shall be construed as though it were board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy.

B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement shall be reproduced at the expense of the Board after agreement between the parties on format.

ARTICLE 22  
BOARD'S RIGHTS

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey.

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

ARTICLE 23  
FACILITIES

Each school shall have the following facilities:

- A. air conditioners for the faculty room will be provided and maintained.
- B. a refrigerator will be provided and maintained in the faculty room.
- C. a phone shall be provided.

ARTICLE 24  
REIMBURSEMENT UPON RETIREMENT  
FOR UNUSED ACCUMULATED SICK DAYS

A. The Board shall reimburse Unit Members retiring in accordance with the rules and regulations of the Teachers Pension and Annuity Fund and/or Public Employee Retirement System rules, for each unused, accumulated sick day that the retiring unit Member has remaining unused as of the effective date of their retirement. Should the unit member retire before the last month in the school year (June), the retiring unit member will have his/her sick days reduced one day for each month the unit member is retired before the end of the school year. This is for sick leave usage and/or payment for accumulated sick leave upon retirement.

B. Application for the above reimbursement shall be made by the retiring unit member on or before the last day of November of the school year preceding the school in which the effective retirement date occurs. Late application may postpone the reimbursement for an additional school year. Application for the above reimbursement shall be made by the retiring unit member on or before the last day of November of the school year.

C. Application for this benefit shall not be deemed to be notice of retirement.

D. Rate of Reimbursement

1. Each eligible Unit Member who is certificated shall be paid at the rate \$ 75 per day.
2. Each eligible Unit Member who is not certificated shall be paid at a rate of \$50 per day.
3. The maximum payment under a 1. or 2. to an employee shall be \$15,000. If an employee, as of the close of business June 30, 2010, has accumulated days which value at that time exceeds \$15,000, the computed value as of that time shall be that employee's maximum payout under D. 1. or 2. Unit members may choose to split reimbursement amongst two years, 50% in year one (1) of retirement and 50% in year two (2) of retirement, notice to be given prior to retirement.

E. Unit members hired by the Board after July 1, 2013 shall have to accumulate at least seventy-five (75) sick leave days to be eligible for the payments set forth in D.1 or D.2.

F This benefit shall be payable to deceased employee's estate.

ARTICLE 25  
LONGEVITY

A. Longevity shall be payable to Certificated Unit members as set forth herein below:

10 years to 14 years of employment by the Board	\$750
15 years to 19 years of employment by the Board	\$1,000
20 years to 24 years of employment by the Board	\$1,250
Over 25 years of employment by the Board	\$1,750

Not to be cumulative but to be consecutive.

B. Longevity shall be payable to Non-certificated Unit Members during the three years of this contract as set forth here below: after the completion of ten (10) years of service, Non-Certificated Unit Members will receive fifty percent (50%) of the amount awarded to Certificated Unit Members.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement shall be reproduced at the expense of the Board after agreement between the parties on format.

ARTICLE 26

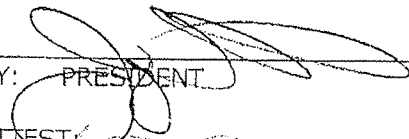
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016, subject to the Association's rights to negotiate over a successor Agreement as set forth in Article 2.

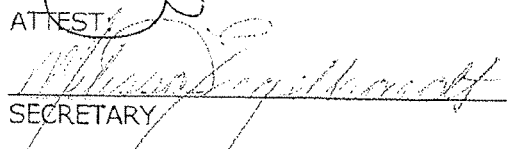
B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The parties to the Agreement shall mutually agree upon any extension in writing, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

C. IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon and the Association has caused this Agreement to be signed by its President and secretary.

BOARD OF EDUCATION OF THE BOROUGH OF SOMERDALE

BY:  \_\_\_\_\_  
PRESIDENT

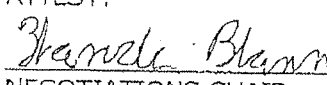
ATTEST:

 \_\_\_\_\_  
SECRETARY

SOMERDALE EDUCATION ASSOCIATION

 \_\_\_\_\_  
BY: PRESIDENT

ATTEST:

 \_\_\_\_\_  
NEGOTIATIONS CHAIR

APPENDIX A  
GRIEVANCE REPORT

Grievance # \_\_\_\_\_

Somerdale School District Distribution of Form

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal or Immediate Supervisor In Duplicate

Building:

Assignment:

Name of Grievant:

Date Filed:

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B.1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed in reporting Section B1 and 2, attach an additional sheet.

C. Disposition by Principal or Immediate Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal  
or Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

D. Position of Grievant and/or Association:

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Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 2**

A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Position of Grievant and/or Association:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Recommendation of Arbitrator:

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Signature of Arbitrator: \_\_\_\_\_ Date: \_\_\_\_\_

Note: All provisions of ARTICLE 3 of the Agreement dated \_\_\_\_\_, 2014 SHALL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCE

APPENDIX B  
AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer, Somerdale Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing office will discontinue such deductions only if I file such notice of withdrawal as of the January 1, next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with his authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Somerdale Board of Education to receive dues and distribute recording to the organization(s) indicated:

Somerdale Education Association, Inc. \_\_\_\_\_

Camden County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

\_\_\_\_\_  
Signature

APPENDIX C  
NON TENURE NON RENEWAL

AUTHORITY: 18A:27-3.1, 18A:27-32, 18A:27-3.3, 18A:27-10, 18A:27-11 & 18A:27-12.18A:27-3.1 - Non-tenure teaching staff; observation and evaluation; conference; purpose.

Every board of education in this state shall cause each non tenure teaching staff member employed by it to be observed and evaluated in the performance of his duties at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff members term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment identify any deficiencies, extend assistance for their correction L.1975, c.132 gl.

18A:27-3.2 - Teaching staff member; notice of termination; statement of reasons; request; wrlitten answer.

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen (15) days thereafter, request in writing a statement of the reasons for such non employment which shall be given to the teaching staff member in writing within thirty (30) days after the receipt of such request. L.1975, c.132 gl.

18A:27-3.3 Rules

The provisions of this act shall be carried out pursuant to rules established by the State Board of Education.

L.1975 c,132g1

18A:27-10 Non tenure teaching staff member; offer of employment for next succeeding year or notice of termination before May 15, on or before May 15 of each year, every board of education in this State shall give to each non tenure teaching staff member continuously employed by it since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or

b. A written notice that such employment will not be offered. L1971, c. 436g1, eff. September 1, 1972.



18A:27-11 Failure to give timely notice of termination as offer of employment for next succeeding year.

Should any board of education fail to give to any non tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

L.1971, c.436 s 2, off. Sept. 1, 1972.

18A:27-12 - Notice of acceptance: deadline

If the teaching staff member desires to accept such employment he or she shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

L. 1971, c. 436, s 3, eff. Sept. 1, 1972.

REGULAR DAILY SCHEDULE	
64 minute periods	
STUDENTS ENTER	8:15 AM
HOMEROOM AM	8:15 — 8:23
PERIOD 1	8:25 — 9:29
PERIOD 2	9:31 — 10:35
PERIOD 3	10:37 — 11:41
LUNCH - 60 minutes	11:43 — 12:43
PERIOD 4	12:45 — 1:49
PERIOD 5	1:51 — 2:55
HOMEROOM PM	2:57 — 3:02

TWO HOUR LATE SCHEDULE	
40 minute periods	
STUDENTS ENTER	10:15 AM
HOMEROOM AM	10:15 — 10:23
PERIOD 1	10:25 — 11:05
LUNCH - 60 minutes	11:07 — 12:07
PERIOD 2	12:09 — 12:49
PERIOD 3	12:51 — 1:31
PERIOD 4	1:33 — 2:13
PERIOD 5	2:15 — 2:55
HOMEROOM PM	2:57 — 3:02

ONE HOUR LATE SCHEDULE	
52 minute periods	
STUDENTS ENTER	9:15 AM
HOMEROOM AM	9:15 — 9:23
PERIOD 1	9:25 — 10:17
PERIOD 2	10:19 - 11:11
LUNCH - 60 minutes	11:13 - 12:13
PERIOD 3'	12:15 - 1:07
PERIOD 4	1:09 — 2:01
PERIOD 5	2:03 — 2:55
HOMEROOM PM	2:57 — 3:02

EARLY DISMISSAL SCHEDULE	
48 minute periods - No lunch	
STUDENTS ENTER •	8:15 AM
HOMEROOM AM	8:15— 8:23
PERIOD 1	8:25— 9:13
PERIOD 2	9:15 — 10:03
PERIOD 3	10:05— 10:53
NO LUNCHES	
PERIOD 4	10:55— 11:43
PERIOD 5	11:45— 12:33
HOMEROOM PM	12:33— 12:35

APPENDIX D-1  
TEACHER SALARY GUIDE  
2013-2014

Salary Guide Step	BA	BA+5	BA+30	MA	MA+5	MA+30	MA+45	Doc
1	48,511	50,108	50,624	52,109	52,761	55,394	54,678	55,662
2	49,543	51,140	51,656	53,141	53,793	56,426	55,710	56,694
3	50,575	52,172	52,688	54,173	54,825	57,458	56,742	57,726
4	51,607	53,204	53,720	55,205	55,857	58,490	57,768	58,758
5	52,639	54,236	54,752	56,237	56,889	59,522	58,794	59,790
6	53,671	55,268	55,784	57,269	57,921	60,554	59,820	60,822
7	54,703	56,300	56,816	58,301	58,953	61,586	60,846	61,854
8	55,735	57,332	57,848	59,333	59,985	62,618	61,872	62,886
9	56,767	58,364	58,880	60,365	61,017	63,650	62,898	63,918
10	57,799	59,396	59,912	61,397	62,049	64,682	63,924	64,950
11	58,831	60,428	60,944	62,429	63,081	65,714	64,950	65,982
12	59,863	61,460	61,976	63,461	64,113	66,746	65,976	67,014
13	60,895	62,492	63,008	64,493	65,145	67,778	66,999	68,046
14	61,927	63,524	64,040	65,525	66,177	68,810	68,025	69,078
15	62,959	64,556	65,072	66,557	67,209	69,842	69,051	70,110
16	63,991	65,588	66,104	67,589	68,241	70,874	70,077	71,142
17	65,023	66,620	67,136	68,621	69,273	71,906	71,103	72,174
18	66,055	67,652	68,168	69,653	70,305	72,938	72,129	73,206
19	67,087	68,684	69,200	70,685	71,337	73,970	73,155	74,238
20	68,119	69,716	70,232	71,717	72,369	75,002	74,181	75,270
21	69,151	70,748	71,264	72,749	73,401	76,034	75,207	76,302
22	70,183	71,780	72,296	73,781	74,433	77,066	76,233	77,334
23	71,215	72,812	73,328	74,813	75,465	78,098	77,259	78,366
24	72,247	73,844	74,360	75,845	76,497	79,130	78,285	79,398
25	73,279	74,876	75,392	76,877	77,529	80,162	79,311	80,430
26	74,311	75,908	76,424	77,909	78,561	81,194	80,337	81,462

APPENDIX D-2  
TEACHER SALARY GUIDE  
2014-2015

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	49,848	50,280	50,951	52,216	52,858	53,501	54,785	66,063
2	50,020	50,662	51,303	52,638	53,230	53,872	55,157	66,441
3	50,520	51,102	51,803	53,058	53,730	54,372	55,657	66,841
4	51,213	51,855	52,496	53,781	54,423	55,065	56,350	67,234
5	51,869	52,451	53,172	54,457	55,098	55,740	57,025	67,619
6	52,773	53,415	54,056	55,341	55,922	56,564	57,810	68,194
7	53,712	54,366	54,995	56,250	56,822	57,394	58,849	68,135
8	55,431	56,073	56,714	57,989	58,541	59,182	60,538	67,982
9	57,203	58,240	58,839	60,174	60,516	61,159	62,743	64,027
10	59,872	60,514	61,155	62,440	63,082	63,725	65,009	65,293
11	61,772	62,414	63,055	64,340	64,982	65,625	66,939	68,183
12	63,672	64,314	64,955	66,440	67,082	67,725	69,099	70,293
13	65,572	66,214	66,855	68,440	69,082	69,725	71,099	72,293
14	68,972	69,614	70,255	71,540	72,182	72,825	74,109	75,393
15	72,772	73,414	74,055	75,640	76,282	76,925	77,909	79,193
16	76,972	77,614	78,255	79,540	80,182	80,825	82,109	83,393

APPENDIX D-3  
TEACHER SALARY GUIDE  
2015-2016

MEAS-2  
2015-16 *General*

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	48,666	50,310	50,551	52,236	52,678	53,521	54,665	56,088
2	50,040	50,560	51,323	52,606	53,250	53,893	55,177	56,461
3	50,540	51,182	51,823	53,106	53,750	54,393	55,677	56,961
4	51,233	51,875	52,516	53,601	54,442	55,086	56,370	57,654
5	51,909	52,551	53,192	54,177	55,119	55,762	57,046	58,330
6	52,792	53,433	54,074	54,861	55,803	56,446	57,730	59,214
7	53,752	54,394	55,035	55,600	56,542	57,185	58,469	59,150
8	55,481	56,123	56,764	58,019	58,661	59,304	60,588	61,872
9	57,666	58,308	58,949	60,194	60,835	61,477	62,761	64,047
10	59,882	60,524	61,165	62,480	63,122	63,764	65,048	66,333
11	61,762	62,404	63,045	64,360	65,002	65,644	66,928	68,213
12	63,682	64,324	64,965	66,480	67,122	67,764	69,048	70,313
13	65,092	65,734	66,375	68,480	69,122	69,764	71,048	72,313
14	66,932	67,574	68,215	71,560	72,202	72,844	74,128	75,413
15	73,122	73,764	74,405	76,090	76,732	77,374	78,658	79,543
16	77,722	78,364	79,005	80,290	80,932	81,574	82,858	84,143

APPENDIX E  
 EXTRACURRICULAR STIPENDS  
 2013-2014, 2014-2015 and 2015-2016

Activity	STIPEND
Basketball	2500
After School Sports	1750
Year Book	1750
Student Council Advisors	1750
Baseball	1750
Softball	1750
Soccer	1750
Volleyball	1750
Cheerleader Advisor	1750
National Honor Society	1750
Chaperoning of Dances	\$30 per event

In addition, a unit member covered under this Agreement shall be eligible upon assignment by the Superintendent to be an advisor for a "Club" established by the Board. Upon said unit member being assigned as set forth above, said unit member shall receive a stipend in the amount of thirty dollars (\$30) per Club session monitored by said unit member to a maximum of nine hundred dollars (\$900) per school year.

APPENDIX F

ASSISTANT SALARY GUIDES  
2013-2014

STEP	CERT	NON-CERT
1	15,103	14,103
2	15,303	14,303
3	15,503	14,503
4	15,743	14,743
5	16,243	15,243
6	16,743	15,743
7	17,243	16,243
8	17,743	16,743
9	18,243	17,243
10	18,768	17,768

For Instructional Assistants with an Associate's Degree or sixty (60) credits or more, the Board of Education will pay \$500 in addition to the base salary, not to be cumulative, but to be consecutive.

Part-time one on one aides will receive a pro-rated percentage of the listed stipend based on their hours of work versus the hours of a full-time employee in that position.

ASSISTANT SALARY GUIDES  
2014-2015

STEP	CERT	NON-CERT
1	15,215	14,215
2	15,415	14,415
3	15,615	14,615
4	15,855	14,855
5	16,355	15,355
6	16,855	15,855
7	17,355	16,355
8	17,860	16,860
9	18,410	17,410
10	19,010	18,010

For Instructional Assistants with an Associate's Degree or sixty (60) credits or more, the Board of Education will pay \$500 in addition to the base salary, not to be cumulative, but to be consecutive.

Part-time one on one aides will receive a pro-rated percentage of the listed stipend based on their hours of work versus the hours of a full-time employee in that position.



APPENDIX F, continued

ASSISTANT SALARY GUIDES  
2015-2016

STEP	CERT	NON-CERT
1	15,249	14,249
2	15,449	14,449
3	15,649	14,649
4	15,889	14,889
5	16,389	15,389
6	16,889	15,889
7	17,389	16,389
8	17,939	16,939
9	18,564	17,564
10	19,226	18,226

For Instructional Assistants with an Associate's Degree or sixty (60) credits or more, the Board of Education will pay \$500 in addition to the base salary, not to be cumulative, but to be consecutive.

Part-time one on one aides will receive a pro-rated percentage of the listed stipend based on their hours of work versus the hours of a full-time employee in that position.

ALL YEARS

ONE ON ONE AIDES

A stipend of \$2,855 will be awarded to a unit member who is a One-on-One aide in each year of this Contract. Part-time One-on-One Aides will receive a pro-rata percentage of the listed stipend based on their hours of work versus the hours of a full-time employee in that position.

APPENDIX G  
MISCELLANEOUS STIPENDS

TRANSLATION SERVICE

A stipend of \$2,855 with no percentage increase will be awarded to a unit member who is certified to perform translation services. The Board of Education has agreed to pay for the certification requirements for a unit member who has elected to pursue eligibility to perform this service.