

AGREEMENT
BETWEEN
SOMERSET HILLS REGIONAL
BOARD OF EDUCATION
AND THE
SOMERSET HILLS
EDUCATION ASSOCIATION

JULY 1, 2005 TO JUNE 30, 2008

PREAMBLE

This Agreement entered into as required under Chapter 303, Public Law 1968, on the date indicated below and expressly made effective July 1, 2005 by and between the Somerset Hills Regional Board of Education hereinafter called the “Board” and the Somerset Hills Education Association, hereinafter called the “Association.”

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ARTICLE I – RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel listed below and restricted to such personnel:

1. Certified Personnel (including but not limited to):

a. Classroom Teachers-whose schedule includes only classroom teaching.

b. Teaching Specialists – whose normal schedule includes both classroom teaching and other assignments during the school day.

- (1) Department Coordinators/Subject Area Specialists
- (2) Attendance Directors
- (3) Administrative Assistant
- (4) Team Leaders

c. Pupil Service Personnel

- (1) Guidance Counselors
- (2) Media Specialists
- (3) Nurses
- (4) Members of the Child Study Team (excluding Director)
- (5) Student Assistance Counselor
- (6) Athletic Trainer

2. Co-Curricular Positions

3. Support Staff

a. Office Staff (excluding confidential employees: secretaries in Superintendent's office and secretaries in Board Secretary's office)

b. Cafeteria personnel (except Manager)

c. Custodial and Maintenance Personnel (except head of Buildings and Grounds)

d. Teacher Aides

4. Technology Technicians

ARTICLE II – AGENCY SHOP

All non-dues personnel cited in Article I shall be required to remit 85% of dues to respective organizations through payroll deduction for services rendered. Excluded from this are confidential employees.

Indemnification and Save Harmless Provision

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

ARTICLE III
RIGHTS AND DUTIES OF BOARD AND ASSOCIATION

A. BOARD RIGHTS

1. The Association recognizes the Board as the duly elected and/or appointed representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.
2. The Association and all members thereof, as defined in Article 1, hereby recognize the Board and its representatives as the sole management authority of the Somerset Hills Regional School System.

B. NEGOTIATIONS INFORMATION

1. The Board agrees to assist the Association in the negotiation process by providing information available to and used by the Board negotiating committee and which may reasonably be expected to assist the Association to assess Board proposals and formulate their own proposals.

The Board shall not be required to provide copies of its internal working documents to the Association.

2. Upon request, the Superintendent shall furnish to the President of the Association the names, salaries, degrees and prior experience of any teacher.
3. The Board will make available for inspection by the SHEA negotiating team all pertinent records, data, and information normally available to the citizens of Somerset Hills.

C. ASSOCIATION RIGHTS

1. The Association shall have the right to use school rooms and buildings for its meetings, providing such meetings do not interfere with the normal operations of the school program, and that prior approval for such building use is obtained through the "Application of Use of School Facilities" form.
2. Permission of the principal is necessary for the Association to use interschool mail or school boxes. The Association and the Board of Education will each assume the cost of litigation arising out of each party's use of the inter and intraschool mail service.
3. The Association has the right to use school equipment i.e., typewriters, copying machines, computers, printers, projectors, fax machines, etc. and will provide for materials and supplies consumed in such use.
4. The Association and the Board shall alternate from one contract term to another the cost of preparation and printing of the SHEA/Board Agreement and salary schedules, including typing.

5. In the event that the Association President is a teacher, the Association President shall not be scheduled for any duties before, during or after school and shall not be called upon for coverage except in the case of any emergency. The Association President (or his/her designee) shall be given other release time as administratively feasible. The term “duty” as it pertains to this excludes “professional duties”.
6. In addition to the grievants, release time will be given for a maximum of two Association Officers to attend PERC hearings if needed.
7. The Board agrees to voluntarily furnish the Association with copies of agenda, approved minutes and new and revised policies as requested.
8. Prior to being sent home to parents, the Association will have access to all letters and data required by the Elementary and Secondary Education Act.

ARTICLE IV – GRIEVANCES

A. DEFINITION

1. A grievance is an appeal by a member or members of the negotiation unit, or by the Association on behalf of a member or members, alleging improper interpretation of application or violation of this agreement, policies or administrative decisions.
2. Saturdays, Sundays, holidays and any days on which the school shall not be open shall be excluded from the computation of “working days” or “school days” as the term is used in the Grievance Procedure. Summers shall be counted for those who are employed on a twelve (12) month contract.
3. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. TIME LIMITS

1. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the employee(s) to proceed to the next step.
2. Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than 45 calendar days following its occurrence, or within 45 calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. PROCEDURE

1. Step 1

The employee who has a grievance shall discuss it first with the immediate superior in an attempt to resolve the complaint. If, as a result of the discussions, the matter is not resolved to the satisfaction of the employee within five (5) school days, the complaints shall be set forth in writing to said superior.

The superior shall communicate a decision in writing to the employee within five (5) school days after personally receiving the written complaint.

2. Step 2

The employee may appeal the decision of the superior to the appropriate school Principal within five (5) school days after the decision of the superior has been mailed or given to the employee. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. A copy of this appeal shall be sent by the employee to the superior who rendered the decision.

The Principal shall hold a hearing on the grievance. At least two (2) school days prior to the hearing, the employee and the immediate superior shall be given a written notice thereof. At the hearing the employee shall be present. The immediate superior has the option to be present and participate in the hearing.

The Principal shall communicate a decision in writing to the employee and the immediate superior within ten (10) school days after personally receiving the appeal.

3. Step 3

The employee may appeal the decision of the school Principal to the Superintendent within five (5) school days after the decision of the Principal has been mailed or delivered to the employee. The appeal shall be in writing and shall set forth specifically the reason for the appeal. A copy of this appeal shall be sent by the employee to the Principal who rendered the decision.

The Superintendent of Schools shall hold a hearing of the grievance. At least two (2) school days prior to the hearing, the employee and the school Principal shall be given written notice thereof. The employee shall be present at the hearing. The Principal may be present. A maximum of three (3) witnesses each to offer facts on behalf of the employee and/or the Principal may be present. The employee may be represented by the Association. Each party shall notify the other and the Superintendent at least 24 hours before the hearing if witnesses are to be present.

The Superintendent of Schools shall communicate a decision in writing to the employee and Principal within ten (10) days after personally receiving the appeal.

4. Step 4

The employee may appeal the decision of the Superintendent within five (5) school days after the decision of the Superintendent has been mailed or delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

The Board, after reviewing the appeal and the report of the Superintendent of Schools, may hold a hearing. At least two (2) school days prior to the possible hearing, all necessary parties shall be given written notice thereof. At the hearing all parties concerned shall be present and may be represented by persons of their own choosing.

The Board shall communicate its decision in writing to the employee and the superior involved, through the Superintendent of Schools, within thirty (30) days after the date the Superintendent received the appeal from the Association. Timelines shall be suspended during the months of July and August.

5. Step 5

If the grievance concerns the specific terms of this Agreement except as provided herein, and if the employee is not satisfied with the disposition of his grievance at Step 4, then within ten (10) working days after receipt of the answer by the Association, the employee may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request to PERC within fifteen (15) days after the receipt of the request from the employee. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided herein. In all other matters the Board of Education shall be the final step in the grievance procedure. All exclusions from the grievance procedure as provided herein shall remain in effect for the duration of this Agreement.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V
RIGHTS AND RESPONSIBILITIES OF ALL EMPLOYEES

A. DISCIPLINARY MEETINGS

1. At any meeting or interview where the primary purpose is to charge or discipline an employee and where more than one (1) board or administrative representative or interested party is to be present, the employee shall be given twenty-four (24) hours notice, advised of the reason for the meeting and entitled to be accompanied by a chosen representative.
2. No employee shall be formally disciplined without a formal explanation.
3. Any criticism by a supervisor, administrator, teacher or Board Member of an employee shall be made in confidence and not in the presence of students, parents, other employees, at a public meeting or in an e-mail.
4. No action will be taken against any Somerset Hills Regional school employee unless the identity of the complainant and specific issue are identified.

B. PERSONNEL RECORDS

1. An employee shall have the right to review the contents of that employee's own personnel file at least once every year upon request. Employees shall have the right to indicate in writing those documents which are believed inappropriate to retain, together with the reasons they are deemed to be inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee, who shall determine whether they should be retained. This provision shall not be arbitrable.
2. An employee shall have the right to submit a written answer to any material in the file which may be derogatory to the employee's conduct, service, character or personality. Such answer will be included in the file. Material which is clearly derogatory in nature shall be called to the employee's attention when it is placed in the file. No document that can be deemed derogatory can be added to the employee's file that does not identify who the grieved parties are or what the specific issues are that are being called into question.
3. The official personnel records shall be kept in a central file in the Superintendent's office and materials kept by any Administrator in any other Somerset Hills Regional school file may not be used in any disciplinary action against an employee or for employee advancement. All district files except the permanent records found in the personnel office will be purged annually.

C. MISCELLANEOUS

1. Pay checks shall be properly itemized to indicate compensation for each specific activity.

2. Annually, each employee shall receive the written evaluation 3 working days prior to meeting with his/her supervisors to review the content of the evaluation.
3. The employee's annual evaluation shall be done by June 1st.
4. Upon entering the district, as market conditions permit, new employees shall not be hired above their level of prior analogous experience for which they are being hired.

ARTICLE VI
SICKNESS AND TEMPORARY DISABILITY LEAVE

A. ALLOWANCE

1. EMPLOYEES

a. One day of absence, without any pay deduction, per month of employment contract shall be allowed for personal illness each year for full-time employees.

b. All part-time employees shall be allowed ten (10) employment days, without pay deduction, for personal illness each year.

2. All unused days allowed for personal illness in paragraphs a and b of this Section shall be cumulative without limit, and are available for additional absence without pay deduction in subsequent years.

B. VERIFICATION OF ILLNESS

An employee who is absent from work five (5) consecutive days shall, upon return to duty, verify the absence by a doctor's certification of illness.

C. PROCEDURE

An employee anticipating absence because of illness shall, as soon as possible, notify the building Principal or immediate superior by the procedures set forth. Upon return to duty the employee shall report the absence on the Report of Absence Form.

D. FAMILY ILLNESS DAYS

Employees may use sick leave days in the event of illness of a family member. Family member shall be defined as a spouse, child, parent, grandparent, mother-in-law, father-in-law, domestic partner or a relative who permanently resides in the house of the employee.

E. TERMINAL PAY FOR UNUSED SICK DAYS

1. The following provisions shall apply to all eligible non-teaching staff members (excluding part-time employees who work less than twenty hours per week).

There shall be a provision for terminal pay on the basis of sick leave wherein upon retirement from the district after at least ten (10) years of service, \$40 (forty dollars) per sick day shall be paid up to a maximum of one hundred twenty (120) days in the sick bank. Said payment should be made as soon as possible, but no later than 45 days from the last day of employment. However, the employee shall have the option of delay of receipt of the payment until the first payroll in January following the year of retirement.

2. The following provision shall apply to eligible teaching staff members:

All teachers who submit a letter of retirement to collect a T.P.A.F. pension shall be entitled to \$90 (ninety dollars) per day up to a maximum of three hundred (300) days if notice is given by March 15th. For notice given after March 15th, the payment is \$60 (sixty dollars) per day. However, the employee shall have the option of delay of receipt of the payment until the first payroll in January following the year of retirement.

ARTICLE VII
TEMPORARY LEAVE OF ABSENCES

A. ALLOWANCES

1. Three (3) workdays of absence per school year shall be allowed, without pay deduction, for urgent personal business. Four (4) personal days per year for 12-month employees shall be allowed. Urgent personal business may include absence for the purpose of caring for a sick member of the immediate family, legal commitments other than jury duty, and other urgent personal business which cannot be handled outside of school hours. It does not include personal illness, vacations, non-urgent business or other activities which can reasonably be expected to be scheduled outside of school hours.
2. EMPLOYEES WHO WORK MORE THAN TWENTY (20) HOURS PER WEEK, AND AIDES WHO WORK LESS THAN TWENTY (20) HOURS PER WEEK, ON A PRO RATA BASIS, SHALL RECEIVE:
 - a. A maximum of five (5) workdays of absence with full pay shall be allowed for each death in the immediate family. The immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, domestic partner and any relative who permanently resides in the immediate household.
 - b. A maximum of two (2) workdays of absence with full pay shall be allowed for each death in the non-immediate family. The non-immediate family shall be considered anyone not mentioned in Section 2.a of this article who is related by blood or marriage.
 - c. A maximum of one (1) workday of absence with full pay shall be allowed for the death of a close friend.
 - d. Absences not covered above or in excess of the allowance specified above, and which the Board is required by law to grant, shall be granted.
 - e. Urgent personal business days which are left unused at the end of the year shall be added to the employee's accumulated sick days.

B. SUPPLEMENTAL ALLOWANCE FOR URGENT PERSONAL BUSINESS

Personal absence for urgent personal business in excess of those specified in Section A.1 may be granted, without pay deduction, by the Superintendent of Schools. In granting such absence, the Superintendent shall be guided by the personal circumstances requiring the absence, the circumstances of the school, and shall be limited to the unused urgent personal business days from previous years. The decision of the Superintendent shall not be arbitrable.

C. OTHER TEMPORARY LEAVES OF ABSENCE

Upon the request of the employee, temporary leaves of absence other than those specified in Sections A and B of this article may be granted by the Superintendent.

When granted they shall be without pay, except in extraordinary circumstances and with the approval of the Board. The decision to grant or deny said leave shall not be arbitrable.

D. PROCEDURE

1. Requests for temporary leaves of absence shall be made by the employee to the Superintendent of Schools through the building Principal at least 24 hours in advance. In emergency situations, the 24 hour notice shall be waived provided such notices shall be given as soon as practicable.
2. Upon return to duty, the employee shall report the absence on the Report of Absence Form.

E. VERIFICATION

The employee shall be responsible and accountable for correctly categorizing each absence according to the categories of Section A of this article. In the case of absence under Section A.1, it shall not be necessary to specify the nature of the urgent personal business in order to be granted leave of absence, but the employee shall be accountable for the determination that the business is urgent and cannot be handled outside of school hours.

ARTICLE VIII

A. INSURANCE – EXCLUDING EMPLOYEES WHO WORK LESS THAN 20 HOURS PER WEEK

1. Through the Somerset Hills Board of Education Health Insurance Program, the Board of Education shall provide all covered employees working 20 or more hours per week with full individual or family (spouse and/or dependent children) health benefit coverage which shall include:
 - A. Blue Cross/Blue Shield Traditional Plan Hospital, medical-surgical, major medical, Rider J
 - B. Blue Cross/Blue Shield/Blue Choice Point of Service Plan
 - C. Blue Cross/Blue Shield/HMO Blue
2. In lieu of the above for employees over 65 years of age, Medicare payments shall be reimbursed by the Board of Education.
3. The Board of Education shall request the carrier to provide each covered employee with a description of conditions and limit of the health benefit coverage herein provided.
4. The above-referenced health insurance coverage shall provide for mandatory second surgical opinion for non-emergency procedures as provided by the carrier.
5. Employees may waive their health insurance coverage on an annual basis for the following school year by completing a medical insurance waiver request form and submitting it to the Board Office during the month of May (the open enrollment period).

The waiver request shall indicate whether the employee is requiring no insurance benefits or reducing coverage to employee only benefits. In return for this waiver, the employee will receive 50% of the applicable premium savings.

Employees have the right to opt back into the health insurance plan during the open enrollment period on an annual basis.

In order to implement this provision the parties agree to fulfill the requirements of Section 125 of New Jersey Law regarding taxability of insurance benefits.

In order to be eligible to waive insurance coverage an employee must have insurance coverage through another source for the applicable period which is being waived.

6. New employees will have the option of selecting either POS or HMO for their first three years. After three years of employment all medical plans will be available to these employees at no cost. With the exception of non-renewals, benefits paid under VIII-A are provided from the first day of employment through the last day of employment.
7. Through a carrier selected by the Board of Education, the Board will underwrite and administer a non-contributory dental insurance plan for all covered employees working 20 or more hours per week. The Dental Plan shall permit the following:
 - a. deductible of \$25 per individual
 - b. maximum benefit up to \$1,500
 - c. orthodontia coverage up to a maximum of \$1,000
 - d. a non-exclusive network

All eligible employees will have the option of selecting the HMO Dental Plan or the Traditional Dental Plan.

8. The Board of Education and the Somerset Hills Education Association are both cognizant of and sensitive to the increasing cost of health care insurance. Accordingly, the parties agree to study alternative health care programs which will lower the cost to the District while maintaining coverage for employees that is commensurate with or better than coverage provided by the current program as of June 30, 2005.
9. The Board will provide each employee with a complete description of coverage under the various insurance plans when hired.

The Board will provide each employee with a complete description of any change of coverage (i.e. addenda) under the various insurance plans within 30 days of issue by the insurance company.

B. AUTHORIZED USE OF PERSONAL AUTOMOBILES

1. The Board shall cover all liability incurred by an employee and the first one hundred dollars (\$100) of any damage incurred by the employee's vehicle arising directly from the authorized use of the employee's vehicle on school business in accord with all policies and regulations pertaining thereto.
2. Upon the authorized use of the employee's own automobile for school business, the Board shall compensate said employee at the current IRS rate.

ARTICLE IX
TUITION REIMBURSEMENT AND STAFF DEVELOPMENT

A. TUITION REIMBURSEMENT

The tuition paid for graduate courses and monies paid for books and fees shall be reimbursed by the Board of Education subject to the following conditions:

1. Courses are approved by the Superintendent of Schools prior to enrollment, and denial of same is non-arbitrable.
 2. Courses are completed satisfactorily.
 3. Tuition shall be paid by the Board of Education up to a maximum of the prevailing Rutgers University rate times 12 credits per year. All full-time employees matriculated in a degree related program as of midnight June 30, 1988, shall continue to have their tuition reimbursed at the full rate of the college or university to which they are attending until the completion of that degree.
 4. Applicant has not received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the Rutgers University rate, reimbursement will be the difference.
 5. \$75 per school fiscal year shall be allowed for the payment of fees and books related to the courses.
 6. Evidence of payment of tuition, books and other course fees must be presented before reimbursement will be paid.
 7. For staff members on Salary Schedule BA or BA+15, tuition reimbursement shall be applicable only for courses included in an approved Masters Degree program in the subject field taught. This shall be interpreted for elementary teachers so as to include subject areas in which actual class instruction is given, General Elementary Education or Learning Disabilities. Related areas listed below shall also be approved for Schedule BA or BA+15.
 - (1) Guidance
 - (2) Computers
 - (3) Child Psychology
 - (4) Human Development
 - (5) Writing
 - (6) Learning Disabilities
- a. If a staff member on salary schedule BA or BA+15 who is in an approved masters program finds that the university does not offer courses needed to satisfy degree requirements during a particular semester, then he/she may request other graduate courses that are directly related to present or anticipated assignment be approved for tuition reimbursement. Approval of such requests

shall be contingent on establishing that the university does not offer masters degree related courses during the requested semester.

8. Any teacher with a masters degree who is not in an approved program or a second master or doctoral degree program who wishes to take graduate courses, can only be reimbursed for courses which are directly related to his/her present or anticipated assignment or in accordance with the related areas listed in 7 above.
9. Tuition reimbursement for doctoral dissertation advisement will be paid to any one teacher for three (3) calendar years. Any staff member enrolled in a dissertation advisement program as of June 30, 1994, who has already received three years of reimbursement shall be entitled to an additional two (2) years of such reimbursement.
10. Tuition reimbursement is subject to Internal Revenue Service rules and regulations.
11. In order to be eligible for reimbursement, the staff member must receive a grade of "B" or better for the class.
12. Teachers who are serving as a replacement for another teacher on leave shall not be eligible for tuition reimbursement.
13. Except for teachers employed in the year prior to eligibility for tenure, if a teacher voluntarily resigns, he/she shall not be entitled to be reimbursed for courses taken during their last semester of employment.
14. To be eligible, course work must be completed and submission for reimbursement made within 90 days of the last day of classes for the course.

B. STAFF DEVELOPMENT

1. District staff development courses conducted outside the in school teacher work day, work year, or during the summer shall be voluntary and teachers shall choose to be compensated at the following rate:

Credits toward advancement on the Salary Guide are at the rate of one half (.5) credits for each six (6) hours of time; one (1) credit for each twelve (12) hours of time; or

Twenty dollars (\$20.00) per hour of time;

One hundred twenty dollars (\$120.00) for a six hour course; and

Two hundred forty dollars (\$240.00) for a twelve hour course.

These payments shall be made to the employee within thirty (30) calendar days of completion of the course.

Teachers of staff development courses conducted outside the in school teacher work day, work year, or during the summer shall be voluntary and compensated at the rate of double the amount of money participants receive. If teachers of staff development

courses choose the credit option, double credit shall be granted only for the first time a staff member teaches the course, at the rate equal to the guidelines established for participants. Thereafter, a trainer may only receive double pay.

2. The Professional Development Board shall function in accordance with state law and regulation.

C. TRAINER'S CREDIT

1. Any teacher who provides in or out of district training experiences for colleagues and/or community members shall receive hour for hour credit toward their 100 hour obligation.

D. MENTORING

1. BOE will pay for the mentoring of new teachers at the state recommended rate.
2. Beginning in 2006-2007, the mentor teacher and mentee shall have a joint planning period except in the case of an extraordinary circumstance.

ARTICLE X
CERTIFIED PERSONNEL RIGHTS

A. TEACHER WORKLOAD

1. WORK YEAR

- a. The normal work year shall be ten (10) months, beginning September 1 and ending June 30.
- b. The teacher work year shall be four (4) days more than the Student Calendar year without additional compensation, but in no event more than 186 days, except for newly hired teachers who may be required to work three (3) additional days of orientation. The additional days shall be scheduled so as not to include any school holiday. The Student Calendar shall call for 180 days unless the Commissioner of Education or the State Board of Education mandates a greater number.
- c. The School Calendar shall be defined by the Board. Before any changes in the calendar are proposed by the administration to the Board, the Association shall be consulted to obtain their opinion on the changes.
- d. Teachers are not required to report to school on days when school is closed by the Superintendent or his/her designee.

2. WORKDAY

- a. The teachers shall not be required to be present in school more than seven (7) hours and sixteen (16) minutes in a normal workday without additional monetary or time compensation.
 - (1) On days immediately preceding holidays or vacations, teachers will be allowed to leave with the pupils or upon completion of their assigned duties, whichever is later.
 - (2) Teachers shall daily indicate their presence for duty by initialing the appropriate column on a faculty "in-out roster" which shall be developed by the school principal.
 - (3) Teachers may leave the school building during their lunch periods, but must notify the building Principal when leaving and returning. Teachers may request, from the building Principal, to leave the building during their Preparation or Conference period for a school related activity. Such requests will not be unreasonably denied.

- b. The required teacher workday shall not be more than five and one-half (5.5) hours of academic teaching. The teacher shall not be required to spend more than three and one-half (3.5) hours of pupil contact time continuously.
- c. The required teacher workday shall not be more than five and one-half (5.5) hours of assigned pupil contact time in Kindergarten through Grade 4. Full-time teachers in Grades 5-12 will teach five (5) periods of academic teaching or the equivalent plus a homeroom and one pupil contact period. Teachers of Music, Physical Education, Related Arts, Supplementary Education and Reading may teach six (6) periods without additional pupil contact.

For the purposes of this article, pupil contact time includes academic classroom teaching, during school activity programs, homeroom and homeroom related programs; full period hall supervision; supervision of: study halls, cafeteria, playground, high school central detention, in-school suspension, computer labs, CIE workers, in addition to on-call duty, bus duty, and before school duty (a.m. and p.m. combine as one).

A duty call be split, i.e. "A" Lunch and "C" Lunch. A duty can only be split once.

Teacher workday, "an amount of time equal to or less than $\frac{1}{2}$ a period shall count as $\frac{1}{2}$ duty period."

Teachers working an overload shall have a duty period and a homeroom. Assignment of overloads shall not be used for reduction in staff. Assignment of an overload shall be voluntary. If no volunteers can be found, the administration shall have the option to appoint. This language cannot be applied to those employees who, by other areas of the contract, already do not have a duty or a homeroom.

Science teachers who have 4 classes and teach 28, 29, or 30 periods of academic instruction per week will not receive a homeroom and a duty period. Additional compensation shall not apply for teachers in this category.

Teachers who have 5 classes and teach more than 25 academic periods per week will receive additional compensation. For each period above 25, the teacher's salary will be increased by the number of classes over 25 times their compensation on the salary guide. Compensation shall be at the following rate:

- Non-traveling teacher compensation = $\frac{1}{6}$ annual salary
- Traveling teacher compensation = $\frac{1}{5}$ annual salary
- Traveling teachers shall not be assigned a homeroom or duty period.
- Compensation shall be recorded as pensionable income beginning September 2004.

- d. Scheduling of high school academic classroom teachers for six (6) periods of instruction may occur only if the total pupil load for that teacher is 90 or less as of the 30th of September for the first (1st) semester or the fifth (5th) class meeting for the second semester. No additional pupil contact period including homeroom shall be given to these teachers.
- e. The remainder of the teacher workday shall be devoted to “non-pupil contact time”. For purposes of this Article, non-pupil contact time includes teaching preparation, previewing audio-visual materials, preparing laboratory work, conferences with supervisors, administrators, colleagues, students or parents and faculty meetings. There shall be one individual preparation period and no more than one team planning period daily. The duty-free lunch period for a teacher shall be the same length as the cafeteria period for students at the school to which the teacher is assigned. Elementary classroom teachers will use the time in which special teachers are providing instruction to their students as either preparation or team planning time. During the first three weeks of each school year, up to three such required periods each week shall be devoted to team planning. After the third full week of school, not more than one required team planning session shall be scheduled in any one week.
- f. The normal workday for a full-time teacher shall be continuous starting no earlier than 7:00 A.M. and no later than 9:30 A.M.
- g. Teachers may be required to perform the following in addition to the normal seven (7) hour and sixteen (16) minute workday:
 - (1) Teachers may be required to attend faculty or other staff meetings no more than three (3) days each month. One meeting each month at 2 hours not to exceed 5:00 p.m. and two meetings each month at 1.5 hours. Such meetings shall not be scheduled for Fridays or any day upon which a teacher’s attendance is not required in school, except in cases of emergency involving the health and safety of the students and teachers. All such meetings will be announced at least five (5) school days prior to the meeting. An Association representative may speak at the end of any faculty meeting.
 - (2) Effective September 1, 1992, certified personnel may be required to attend no more than four (4) evening professional assignments or meetings each year without additional time compensation.
 - (3) Every attempt shall be made to chaperone and supervise activities occurring outside the normal workday with volunteers. If required, non-volunteers may be assigned on a rotating basis, no more than once a year, so as to distribute the duties as equally as possible. If additional assignments are made, individuals shall be compensated at a rate of \$50 per hour.

- (4) Home instruction (tutoring) shall be compensated as shown in Salary Schedule B.
- (5) The provisions of this section are not intended to apply to those curricular programs where field trips and other outside-of-school activities are considered a normal part of the curricular program.
- h. Each teacher shall present to the administrator appointed by the principal a substitute folder, by the end of the day on the third day of school in September and update the folder monthly on a schedule established by the principal or designated supervisor. The folder will contain three days' work for the students and is to be used by substitute teachers in conjunction with the plan book.
- i. Teaching and Pupil Personnel Specialists have specialized responsibilities which do not lend themselves to the normal classroom teaching schedule. However, they will perform their duties throughout the normal workday according to the schedules developed by their immediate supervisors.
- j. If teachers are required to use their planning or preparation period to teach, excluding those teachers on call, they shall be paid \$35 per period.
- k. Early morning duty will begin at 7:15 a.m. at the High School with the following provisions:
- No other duty will be assigned to the teachers who are assigned to A.M. duty.
 - This duty is to be voluntary and must be rotated annually.
- l. Mentoring IB students shall be voluntary. Teachers shall be compensated at the rate of \$200 per student. The maximum hours per student shall be five (5). No teacher shall mentor more than three (3) students.

B. TEACHER OBSERVATIONS

A teacher shall be given a copy of written teacher observation reports. Either the teacher or administration may request a conference to discuss the report after it has been given to the teacher. If such a conference is requested, it shall be held prior to placing the evaluation report in the teacher's file.

A joint committee shall be formulated to review observation/evaluation procedures. The committee shall be comprised of three teachers appointed by the Association, three individuals appointed by the Board, the Superintendent of Schools, and the Association President. The committee shall have authority to make recommendations subject to the approval of the Association and the Board.

C. EVALUATION OF STUDENTS

Teachers shall have the right to determine grades or evaluations of students based on professional judgment of available criteria pertinent to the subject area or activity for which the teacher is responsible and within the grading policies of the Somerset Hills Regional School District. No grade shall be changed by the Administration within the grading policies of the Somerset Hills Regional School District without prior consultation with the teacher.

D. TRAVEL BETWEEN CAMPUS

1. Those teachers who travel between the Olcott Campus and the Bedwell Campus shall have no more than five (5) instructional periods per day and be relieved of that day's duty period. They shall be limited to a one-way trip between campuses on that day.
2. Traveling teachers shall be assigned one school as their "base school" for the purpose of receiving District mail, attendance at faculty and/or specific department meetings. Such teachers shall be notified of their base school each September.
3. Traveling teachers shall have clearly marked parking spaces located near each school's entrance.
4. Traveling teachers will not be required to be the Head Proctor of a high school mid-term examination.

E. PARENTHOOD LEAVE

1. APPLICATION FOR LEAVE

- a. A teaching staff member shall as soon as possible after learning of his or her impending parenthood promptly notify the Superintendent of Schools, through the building Principal, of such impending parenthood, including adoption.
- b. The teaching staff member shall then submit a written request for a parenthood leave to the Board of Education, through the Superintendent of Schools. Such request shall specify the requested date for commencement and termination of the leave, within the limit specified in Section 2 of this Article, and shall be

accompanied by the statement of a licensed physician, giving the approximate date of the birth of the child, and in case of adoption, a statement from the proper authority.

2. DURATION OF LEAVE

- a. The termination date of a parenthood leave for a non-tenured teaching staff member whose child is born or adopted between April 1 and September 1 shall be no later than September 1 next after the expiration of one year following the birth or adoption of a child.

The termination date of parenthood leave for a non-tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than the expiration of the teaching staff member's then current contract.

- b. The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between April 1 and September 1, shall be no later than September 1 next after the expiration of two years following the birth or adoption of the child.

The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than September 1 next after the expiration of one year following the birth or adoption of the child.

- c. No more than four (4) consecutive years of parenthood leave shall be granted for a staff member having more than one (1) child without at least one (1) full school year of work performed by that staff member before a subsequent parenthood leave will be granted.

Extended Maternity Leave: Return date would be beginning of one of the four marking periods.

3. NORMAL RETURN TO DUTY

- a. If any teaching staff member intends to return to duty upon the expiration of leave, written application shall be made to the Superintendent of Schools on or before March 15 in the school year in which the leave terminates.
- b. Failure to make such an application on or before March 15 shall be deemed to be a resignation by such teaching staff member from the staff of the Somerset Hills Regional Schools.
- c. All benefits to which a teaching staff member was entitled at the initiation of leave of absence including unused accumulated sick leave shall be restored upon return to full service.

Extended Maternity Leave: Return date would be beginning of one of the four marking periods.

4. MODIFICATION OF LEAVE

- a. If normal conditions attendant upon pregnancy or adoption do not prevail, resulting in non-parenthood, a teaching staff member may apply in writing to return to duty prior to the expiration of the parenthood leave. If modification of the leave is granted, at the teaching staff member's option, regular sick leave provision shall be applied to cover the time the teaching staff member was under a doctor's care. The request for sick leave must be made in writing to the Superintendent of Schools.
- b. Accompanying the request shall be a written verification by a duly licensed physician stating that such teaching staff member is physically, mentally and emotionally able to resume normal duties as previously assigned.
- c. Upon verification, such request will be granted no later than the beginning of the next school semester.
- d. All other requests to modify parenthood leaves may be granted provided such requests are received by March 15 preceding the school year in which the leave to be modified terminates and provided that the modified termination date meets the requirements of Section 2 of this article.

5. SALARY ARRANGEMENT

- a. No salary shall be paid by the Board for the period covered by the leave of absence.
- b. Upon return to duty after the expiration of the leave of absence, the teaching staff member shall be placed on the salary guide then in effect and the following conditions shall determine the placement on step:
 - (1) If the leave of absence started before February 1st, there shall be no advancement on the salary guide.
 - (2) If the leave of absence started on or after February 1st, the teaching staff member shall be placed on the next step; however, if modification of the leave duration is granted and the teaching staff member returns before the end of the school year in which the leave began, the salary will remain at the same step.
 - (3) If modification of the leave duration is granted and the teaching staff member returns before the end of the school year in which leave commenced, then at the teaching staff member's option, regular sick leave provision shall be applied. If the teaching staff member desires the sick leave provision to be applied, this request must be made in writing to the Superintendent of Schools.

6. ADOPTION DAY

Teaching staff members, in active employment by the Board at the time of legal adoption proceedings, will be eligible for one day of leave with full pay in order to attend the formal court proceedings.

F. MISCELLANEOUS

1. GRANTING OF INCREMENTS

Neither increments nor adjustments are automatic. They will be granted only when they are recommended by the administration and approved by the Board of Education.

2. ADJUSTMENTS

Teachers denied increments or adjustments may be adjusted at a later date to their places on the salary guides upon the recommendation of the Superintendent of Schools and approval of the Board of Education.

3. SUMMER SCHOOL

Teachers will be compensated at the same hourly rate as their previous 10-month contracted salary. The method of calculating the hourly rate will be the yearly salary divided by 1450.

4. CURRICULUM WORK

Anyone who does curriculum work shall be compensated at the rate of \$33.00 per hour for time spent outside of the normal workday.

5. Department Coordinators shall receive compensation at their per diem rate for hours worked outside of the normal school day. They shall have no assigned duty period.

6. All voluntary additional evening teaching (such as the PIE courses) shall be compensated at the rate of \$40.00 per hour.

7. MASTERS DEGREE REQUIRED

All newly hired certificated employees without a masters degree are required to earn an approved masters degree within five (5) years of the commencement of their employment on tenure track.

8. Teachers involuntarily moved shall be assisted by a custodian for purpose of unpacking and setting up the new room.

ARTICLE XI
CLERICAL PERSONNEL RIGHTS

A. CLASSIFICATION

From July 1, 1999 through June 30, 2000, the district shall continue both 10 and 12 month secretaries. Effective July 1, 2000, all secretaries shall work on a twelve month schedule.

B. WORKING TIME

1. The normal work year shall be twelve (12) months; the normal work week shall be five (5) days, Monday through Friday; the normal workday shall be eight (8) hours including one fifteen (15) minute coffee break and a 45 minute daily lunch break.
2. Secretarial employees may, with the permission of their supervisors, work a six (6) hour day during the summer. The six (6) hour day shall be exclusive of lunch period. Summer work hours are 8:00-3:00. Summer work hours will start the day after the last scheduled day for students and will end 5 working days prior to the return of the teachers.

C. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance.

D. INCLEMENT WEATHER

When schools are closed by the Superintendent or his designee for inclement weather or other emergency reasons, office personnel will not be expected to report for work. When schools are scheduled for a delayed opening by the Superintendent or his designee for inclement weather or other emergency reasons, employees will report 45 (forty-five) minutes prior to certified staff. On days in which an early dismissal is announced, employees may leave 1 (one) hour after (school) dismissal. An employee absent on a delayed opening has the option of taking a personal day or a vacation day.

E. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

F. HOLIDAYS

The office personnel shall be granted the following paid holidays:

- Independence Day
- Labor Day
- Thanksgiving
- Christmas
- New Years Day
- Good Friday
- Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

G. VACATIONS

1. Vacation days for full-time, 12 month employees are earned at the following monthly rates:

<u>Years of Service</u>	<u>Vacation Days</u> <u>Per Month</u>	<u>Total Per Year</u>
0-5	.83	10
6-10	1.25	15
11-on	1.67	20

2. In the first year of employment, a part of a month shall be considered a full month.
3. Employees may carry-over into the next year a maximum of one (1) year's vacation days.
4. The above provisions shall also apply to ten (10) month employees. For 10-month employees the number of days granted in the provisions above shall be pro-rated to 5/6ths of the days listed. A schedule of vacation days for 10-month employees will be developed and approved by the administrator by January 1 of each year.
5. During school vacation weeks when schools are closed (excluding summer vacations), employees will be granted two (2) days.
6. During NJEA Convention Days, one (1) of the days on which schools are closed will be granted.
7. The entire school system may be closed for one week each summer at the discretion of the Superintendent of Schools. Employee vacation shall be applied to the period of absence. In such instances employees shall be notified no later than February 1st of the same calendar year.

8. At least 50% of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.

H. IN-SERVICE COMPENSATION

“In-Service” courses shall be defined so as to mean courses of classes sponsored by the Somerset Hills Regional Public Schools, scheduled after normal working hours and held in the schools.

For clerical staff, the compensation will be \$15 per hour of instruction for the successful completion of an in-service course.

I. SALARIES

1. SALARY SCHEDULE

Attached hereto as Office Schedule and Secretarial Staff

2. METHOD OF PAYMENT

- a. Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. LONGEVITY

- a. Secretarial longevity shall be limited to the current ten (10) and twelve (12) month employees, who shall receive one (1) year of service credit towards the longevity for each one (1) year employed by the District.
- b. Secretaries shall be eligible for longevity payments in accordance with Office Schedule and Secretarial Staff, sixteen (16) years from their date of hire.
- c. Any ten (10) or twelve (12) month employee completing a five year band of longevity payments during the course of this contract shall progress according to the 2005-2008 schedule.
- d. Any ten (10) or twelve (12) month employee receiving longevity as of June 2002 shall continue to do so.
- e. Effective July 1, 1997, twelve (12) month employees must have been employed for twelve (12) months prior to July 1 to receive one (1) longevity credit; ten

(10) month employees must have been employed prior to September 8 to receive one (1) year longevity credit.

J. SENIORITY

Non-certified personnel shall have seniority according to categories listed on the salary guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

K. TUITION REIMBURSEMENT

If the District requests or requires a clerical employee to attend a workshop, the Board will pay the tuition cost of the workshop.

ARTICLE XII
CUSTODIAL MAINTENANCE PERSONNEL RIGHTS

A. CLASSIFICATION

1. Custodian
2. Buildings and Grounds Maintenance
3. General Labor

B. WORKING TIME

1. The normal work year shall be twelve (12) months; the normal workweek shall be five (5) days excluding Sunday; the normal workday shall be eight (8) continuous hours including a half-hour lunch period except by employee request and approval of the supervisor. Overtime will be compensated at the rate of time-and-one-half (1-1/2) defined as hours in excess of forty (40) hours per week or eight (8) hours per day. Overtime for Thanksgiving, Christmas, Memorial, Labor, New Year's days and Sundays will be compensated at the rate of two (2) times the normal rate.
2. With the exception of a scheduled call back, when called in for any reason other than inclement weather (except on Sundays and holidays), custodial and maintenance personnel shall be compensated a minimum of two (2) hours overtime at the rate of one and one-half (1-1/2) times the normal rate. The employee called back will only be required to remain at work for as long as it takes to handle the emergency for which they were called back.
3. With the exception of a scheduled call back, when called in for any reason other than inclement weather on Sundays and holidays, custodial and maintenance personnel shall be compensated a minimum of two (2) hours overtime at the rate of two (2) times the normal rate. The employee called back will only be required to remain at work for as long as it takes to handle the emergency for which they were called back.

C. STARTING AND ENDING TIMES

1. Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance. A fixed five day workweek shall be annually assigned on a basis of seniority. Overtime assignments will be made on an equitable basis by the Head Custodian as needed.
2. The Maintenance Foreman may be assigned to work a shift between 7:00 am and 3:00 pm. Summer work hours for maintenance personnel shall be from 6 a.m. until 2 p.m. and will start the day after the last scheduled day for students and will end 5 working days prior to the return of the teachers.

D. INCLEMENT WEATHER

When schools are closed by the Superintendent or his designee for inclement weather or other emergency reasons, custodial and maintenance personnel will be expected to report for work as soon as possible. An employee absent due to inclement weather has the option of taking a personal day or a vacation day.

E. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

F. HOLIDAYS

The custodial and maintenance personnel shall be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving
Christmas
New Years Day
Good Friday
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and a floating day to be used with administrator's approval.

G. VACATIONS

1. Vacation days for full-time, 12 month employees are earned at the following monthly rates:

<u>Years of Service</u>	<u>Vacation Days</u> <u>Per Month</u>	<u>Total Per Year</u>
0-5	.83	10
6-10	1.25	15
11-on	1.67	20

2. In the first year of employment, a part of a month shall be considered a full month.

3. Employees may carry-over into the next year a maximum of one (1) year's vacation days.

4. At least 50% of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August, subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.

5. The entire school system may be closed for one week each summer at the discretion of the Superintendent of Schools. Employee vacation shall be applied to the period of absence. In such instances employees shall be notified no later than February 1st of same calendar year.

H. UNIFORMS

All Custodial and Maintenance personnel shall wear Board approved uniforms and shoes. The Board shall purchase five (5) uniforms and one (1) pair of steel-tipped shoes for each custodian each year. Each Custodian shall be supplied with a rain slicker and lower back supporter. Employees have the option of receiving shoes provided by the board or he/she may submit a bill to the Board evidencing the purchase of work shoes which shall be reimbursed to a maximum of \$100.00. Every other year, the Board of Education will provide a winter coat (selected by the Board of Education) in lieu of the rain slicker and lower back support.

I. SALARIES

1. SALARY SCHEDULE

Attached hereto as Custodial/Groundskeeper/Maintenance Schedule

2. METHOD OF PAYMENT

- a. Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. LONGEVITY

- a. Effective July 1, 1997 twelve (12) month employees must have been employed for twelve (12) months prior to July 1 to receive 1 year longevity credit; ten (10) month employees must have been employed for ten (10) months prior to September 8 to receive 1 year longevity credit.
- b. Any ten (10) or twelve (12) month employee receiving longevity as of July 1996 will continue to do so through the remainder of this contract.

After employees have completed seven (7) consecutive years of employment in the Somerset Hills School System designated in Custodial/Groundskeeper/Maintenance Schedule ,they will receive longevity compensation according to the same schedule.

J. SENIORITY

Non-certified personnel shall have seniority according to categories listed on the salary guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

K. TUITION REIMBURSEMENT

If the District requests or requires a custodial employee to attend a workshop, the Board will pay the tuition cost of the workshop.

ARTICLE XIII
TECHNOLOGY STAFF RIGHTS

A. WORKING TIME

1. The normal work year shall be twelve (12) months; the normal work week shall be five (5) days, Monday through Friday; the normal workday shall be eight (8) hours including one fifteen (15) minute coffee break and a 45 minute daily lunch break.
2. Summer work hours are 8:00-3:00. Summer work hours will start the day after the last scheduled day for students and will end 5 working days prior to the return of the teachers.

B. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance.

C. INCLEMENT WEATHER

When schools are closed by the Superintendent or his designee for inclement weather or other emergency reasons, technology employees will not be expected to report for work. When schools are scheduled for a delayed opening by the superintendent or his designee for inclement weather or other emergency reasons, technology employees shall report to work 45 (forth-five) minutes prior to the reporting time for teaching staff members on that day. On days in which an early dismissal is announced, employees may leave one hour after school dismissal. An employee absent on a delayed opening has the option of taking a personal day or a vacation day.

D. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

E. HOLIDAYS

The technology employees shall be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving
Christmas
New Years Day
Good Friday
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

F. VACATIONS

1. Vacation days for full-time, 12 month employees are earned at the following monthly rates:

<u>Years of Service</u>	<u>Vacation Days</u> <u>Per Month</u>	<u>Total Per Year</u>
0-5	.83	10
6-10	1.25	15
11-on	1.67	20

2. In the first year of employment, a part of a month shall be considered a full month.
3. Employees may carry-over into the next year a maximum of one (1) year's vacation days.
4. The above provisions shall also apply to ten (10) month employees. For 10-month employees the number of days granted in the provisions above shall be pro-rated to 5/6ths of the days listed. A schedule of vacation days for 10-month employees will be developed and approved by the administrator by January 1 of each year.
5. During school vacation weeks when schools are closed (excluding summer vacations), employees will be granted two (2) days.
6. During NJEA Convention Days, one (1) of the days on which schools are closed will be granted.
7. The entire school system may be closed for one week each summer at the discretion of the Superintendent of Schools. Employee vacation shall be applied to the period of absence. In such instances employees shall be notified no later than February 1st of the same calendar year.
8. Vacation days are subject to the approval of the Supervisor and the Superintendent and the denial of same shall not be subject to arbitration.

G. TUITION REIMBURSEMENT

1. The tuition paid for technology certification and monies paid for books and fees (including software) shall be reimbursed by the Board of Education subject to the following conditions:
 - a. Courses are approved by the Superintendent of Schools prior to enrollment, and denial of same is non-arbitrable.
 - b. Courses are completed satisfactorily.
 - c. Tuition shall be paid by the Board of Education up to a maximum of the prevailing Rutgers University rate times 12 credits per year. All full-time employees matriculated in a degree related program as of midnight June 30, 1988, shall continue to have their tuition reimbursed at the full rate of the

college or university to which they are attending until the completion of that degree.

- d. Applicant has not received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the Rutgers University rate, reimbursement will be the difference.
- e. Evidence of payment of tuition, books and other course fees must be presented before reimbursement will be paid.
- f. Tuition reimbursement is subject to Internal Revenue Service rules and regulations.
- g. To be eligible, course work must be completed and submission for reimbursement made within 90 days of the last day of classes for the course.
- h. In order to be eligible for reimbursement, the employee must receive a passing grade for a Pass/Fail course or a grade equivalent to a "B" or better in traditionally graded courses.
- i. Technology staff members who are serving as a replacement for another technology staff member on leave shall not be eligible for tuition reimbursement.
- j. For technology staff members employed in the year prior to eligibility for tenure, if a technology staff member voluntarily resigns, he/she shall not be entitled to be reimbursed for courses taken during their last semester of employment.

H. SALARIES

1. SALARY SCHEDULE

- a. Attached hereto as Technology Staff Schedule
- b. Prior valid certificates will fall under this agreement.

2. METHOD OF PAYMENT

Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

I. SENIORITY

Technology employees shall have seniority according to categories listed on the salary Guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

ARTICLE XIV
PART-TIME CLERK TYPISTS AND AIDES

A. PART-TIME CLERK TYPISTS

1. SALARY – See Paraprofessionals

2. TUITION REIMBURSEMENT

If the District requests or requires a clerk typist to attend a workshop, the Board will pay the tuition cost of the workshop.

3. LONGEVITY

Part-time clerk typists are not eligible for longevity. As of July 1 no part-time clerk typist experience will be credited for longevity.

B. AIDES

1. CLASSIFICATION

a. Regular Aide – Aide who assists a teacher in a classroom or assists supervision in cafeteria, library or playground.

b. Special Education Aide – Aide who assists a Special Education Teacher in a classroom.

2. SALARY

Paid in accordance with Paraprofessionals

3. HOLIDAYS

Aides who are normally scheduled to work a day on which Thanksgiving, Christmas, New Year's day and/or Memorial Day falls shall be paid his/her daily rate for that day.

4. TUITION REIMBURSEMENT

If the District requests or requires an aide to attend a workshop, the Board will pay the tuition cost of the workshop.

5. SENIORITY

Non-certified personnel shall have seniority.

6. All full time aides at Bedwell Elementary School will receive a 30 minute preparation period (exclusive of a daily lunch period).

ARTICLE XV
GENERAL

1. Once they have all been gathered, all Sidebar Agreements prior to June 2005 are null and void unless specific language is added to this contract or unless changed in the current negotiations.
2. Stipends for grant funded programs are as provided in the approved grant.

ARTICLE XVI
COMPLIANCE DURATION AND SCOPE

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND THIS AGREEMENT

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

B. DURATION

This agreement shall be effective as of July 1, 2005, and shall continue in effect until midnight June 30, 2008, or year after year until a successive agreement is negotiated.

C. SCOPE

This agreement represents the complete understanding of the parties and shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

SOMERSET HILLS REGIONAL BOARD OF EDUCATION

By: _____, President

Date: _____

Attested: _____, Secretary

Date: _____

SOMERSET HILLS EDUCATION ASSOCIATION

By: _____, President

Date: _____

Attested: _____, Secretary

Date: _____