

A G R E E M E N T

Between the

SOMERVILLE BOARD OF EDUCATION

And the

SOMERVILLE EDUCATION ASSOCIATION

June 27, 2014 - June 30, 2017

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THIS AGREEMENT is entered into this 17th day of March 2015, by and between THE BOARD OF EDUCATION OF THE BOROUGH OF SOMERVILLE, Somerset County, New Jersey, hereinafter called "Board," and THE SOMERVILLE EDUCATION ASSOCIATION, hereinafter called the "Association."

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. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Where a personal pronoun is used in this Agreement, it is understood that it includes both genders.

ARTICLE I

RECOGNITION

In accordance with Chapter 123 Laws of 1974, the Somerville Board of Education hereby recognizes the Somerville Education Association as the representative designated for the purpose of collective negotiations by the majority of the classroom teachers and certified non-teaching employees, athletic trainers, secretarial and clerical employees, custodial and maintenance employees, instructional assistants, and bus drivers employed by the Somerville School Board, excluding any employee whose duties, all or in part, are of a supervisory nature within the definition of Chapter 123. The term "classroom teachers" shall be defined as all certified personnel; specifically excluded are principals, assistant principals, supervisors, central administrative personnel, administrative staff, directors, confidential employees and substitutes.

ARTICLE 2

GRIEVANCE PROCEDURE

A.

A grievance shall mean a claim by a member of the bargaining unit or Association that there has been a misinterpretation, misapplication or violation of policies, agreements, or administrative decision affecting terms and conditions of employment (see exceptions contained in Level Five hereinafter). It is intended that Association grievances shall be for class actions. A grievance to be considered under this procedure must be initiated by the bargaining unit member or Association within twenty (20) days of the date the bargaining unit member or Association knew or should have known of its occurrence.

B.

- (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (3) It is agreed and understood that all members of the bargaining unit or the Association, including the grievant, shall during and notwithstanding the pendency of any grievance, continue under the directions of the Superintendent and continue to observe all assignments and applicable rules and regulations of the Board until such grievance or grievances and any effect thereof shall have been fully determined.
- (4) 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.

- (5) The grievance by the Association shall be instituted at Level Three.

C. Level One:

Any member of the bargaining unit who has a grievance shall discuss it first with his principal or, if the employee does not report to a building principal, with the appropriate administrator as defined annually in the Superintendent's Manual in an attempt to resolve the matter informally at that level.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she may set forth his/her grievance in writing to his/her principal or to the appropriate administrator as defined in Level One according to the form as provided under Section F, of this article.

The principal (or administrator) shall communicate his/her decision to the grievant or the Association in writing with reasons within three (3) school days of receipt of the written grievance.

Level Three:

The member of the bargaining unit or the Association, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent shall communicate a decision in writing with reasons to the member of the bargaining unit or the Association and the principal.

Level Four:

If the grievance is not resolved to the satisfaction of the grievant or the Association, he/she, no later than five (5) school days after receipt of the

Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and may, at its option, hold a hearing with the grievant and/or the Association. Upon the request of the Association, the Board shall hold a hearing. The Board shall render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the grievant or the Association, whichever comes later.

Level Five:

No claim by a member of the bargaining unit or the Association shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it is a matter which (a) a method of review is prescribed by law or State Board rule having the force and effect of law, or (b) the Board of Education is without authority to act.

If the decision of the Board does not resolve the grievance to the satisfaction of the member of the bargaining unit or the Association and the member of the bargaining unit or the Association wishes non-binding or advisory arbitration as set forth hereinafter, they shall so notify the Board in writing through the Superintendent within ten (10) school days or receipt of the Board's decision. A member of the bargaining unit or the Association in order to process his/her grievance beyond Level Four must have their requests for such action accompanied by the written recommendation for such action by the Association.

Failure of re-employment of a non-tenured teacher is not a grievable matter at any level.

D. Procedure for Securing the Services of an Arbitrator:

The following procedure will be used to secure the services of an arbitrator:

- (1) The Voluntary Labor Arbitration Rules, then

obtaining, of the New Jersey Board of Mediation, except as modified herein, shall apply.

- (2) The parties mutually agree to designate a sole umpire who shall hear all arbitrable controversies between the parties.
- (3) The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- (4) The Board and the Association shall use the Public Employment Relations Commission's rules and procedures for the selection of an arbitrator in each case.

E. Rights to Representation:

- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
- (2) When a member of the bargaining unit is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, having the right to be present and present its position in writing at all meetings held with the bargaining unit member concerning the grievance and shall receive a copy of all decisions rendered.

F. Miscellaneous:

The grievance must be submitted in written form and contain the following:

- (1) Date cause of grievance occurred.
- (2) Name of person or persons initiating grievance.
- (3) Employee assignment.
- (4) Statement of grievance.
- (5) Date grievance is filed.
- (6) Relief sought.
- (7) The specific provision(s) of the contract allegedly violated.
- (8) Provide all documents to the extent possible in support of grievance to Board Of Education in time for Friday Board Of Education packet prior to Board Of Education hearing (Level 4) on Tuesday.

G. Costs:

- (1) Each party shall bear the total cost incurred by itself.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and they will be shared equally.

H. Grievance discussions/hearings may be held during the summer months.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any bargaining unit member is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay or benefits.
- B. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his

designee shall be required. Such permission shall not be withheld unreasonably.

- C. The Association shall have space on the bulletin board in each faculty lounge in each school building. The location of Association bulletin board space in each faculty lounge shall be agreed upon mutually by the Association and the building principal. Materials to be posted shall be as determined by the President of the Association. The Superintendent of Schools may restrict the posting of any material he/she deems inappropriate, but such restriction shall not be unreasonably applied.
- D. The Association may have the right to use the interschool mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- E. The President or the First Vice President of the Association will be released to perform his/her functions upon prior written notification to the Superintendent of Schools, provided that the total number of such days collectively not exceeds thirteen (13) each school year.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the majority representative and to no other comparable bargaining unit during the terms of this Agreement.
- G. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action taken by the Board, or any agent, or representative thereof, shall not be made public (unless so requested by the bargaining unit member in accordance with the Sunshine Law). Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- H. The President of the Association shall be released from one teaching period per day to devote to Association business within the district. In the

event that a member outside the High School or Middle School becomes Association President, the Board and the Association will reopen negotiations to accommodate mutually agreeable release time.

ARTICLE 4

EMPLOYEE RIGHTS

- A. Whenever any member of the bargaining unit is required to appear before the Superintendent, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. A teacher member of the bargaining unit shall have the responsibility to determine grades or other evaluations of students within the grading policies of the Somerville School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible, subject to review and final determination only by the Superintendent of Schools. Any change in a grade shall be noted as an administrative change.
- C. Notwithstanding anything herein to the contrary, an "administrative pass" may be given to any student in any subject and the report card shall so designate.

ARTICLE 5

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall not be required to "clock in or clock

out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the sign-in register.

Teachers are required to sign in. Teachers shall be required to report for duty no later than ten minutes before each school day and leave no earlier than twenty minutes after the end of the school day. Teachers may leave five minutes after the school day on Fridays and days before a holiday.

- B. The SEA will accept a block schedule plan that has been presented or any other mutually negotiated plan after a two-year in-service and training period. Implementation of bloc schedule in the future will be mutually agreed to.
- (1) The weekly teaching load in the High School shall be twenty-five (25) teaching periods plus five (5) periods of extra duty, with the provision that all teachers of special subjects such as special education, art, music, and physical education in these schools may be required to have a program of thirty (30) teaching periods without periods of extra duty.
 - (2) That all teachers presently teaching thirty (30) period weeks will not be assigned extra duties.
 - (3) That any assignment beyond thirty (30) periods (except homeroom) will be considered an extra assignment and will be compensated in accordance with Article 6, Section E, of the Agreement.
 - (4) For those staff members whose teaching is twenty-five (25) teaching periods with five (5) periods of extra duty, the duty will be equal to a teaching period and will be within the confines of the working day. Part of the extra duty period may occur either prior to or immediately at the end of the school day, but not both.
 - (5) Under existing schedule, all High School teachers are guaranteed two (2) preparation periods each equal to the length of the teaching period. Where the schedule is altered due to exams,

single session or state testing, the guarantee of two (2) preparation periods may not apply.

- C. (1) All elementary teachers will have a duty-free lunch with no meetings. break of: Thirty-five (35) minutes during inclement weather, forty-five (45) minutes on all other days.

All elementary teachers will have (1) one additional prep period per (6) six-day cycle.

- (2) All elementary teachers (Preschool 1-5) shall be guaranteed one (1) daily preparation period not less than (40) minutes in continuous duration.

- D. In the event of a shortened duty-free lunch period due to inclement weather, the elementary school teachers shall be permitted to leave the building ten (10) minutes after the children are dismissed at the end of the school day. Teachers in grade six (6) through twelve (12) will have the equivalent of a full teaching period for lunch.

The instructional daily schedule for the Middle School will consist of one preparation period of forty-eight (48) minutes, one preparation period of a mandatory thirty (30) minute team meeting, one forty-eight (48) minute lunch and a rotation of lunch duty for all teachers as per the schedule revision.

Grade Level Teams complete teaming duties on Monday-Thursday (on Friday assigned to Cafeteria).

Exploratory Teams complete cafeteria/security duties on Monday-Thursday. On Friday, they meet for teaming with Principal from 8:45 a.m. to 9:15 a.m. in lieu of other duty. This allows for the entire exploratory program to meet together as liaison with grade-level teams, program updates, interdisciplinary contributions from exploratory areas and increased communication in the building.

The Somerville Education Association will agree to a new Middle School Schedule after it is mutually agreed to by a committee of Middle School Teachers and

Administrators. This committee should be created ASAP to ensure all stake-holders (including a Middle School Special Area Teacher and an S.E.A. Executive Board Member) have a say and input into the new schedule.

- E. An Association representative may speak to the bargaining unit members at the end of any school meeting. Administrators and non-members may leave at this time.
- F. All teachers will be required to keep lesson plans and be prepared to present them to supervisory personnel for review and recommendations.

The impact of any future change in schedules shall be subject to negotiations.

- G. (1) Teachers may leave the building during their duty-free lunch periods without requesting permission, but shall inform the office personnel when they leave and when they return to the building. A teacher may leave the school premises during a maximum of two preparation periods per month on paydays for banking purposes after informing office personnel when he/she leaves and when he/she returns. Otherwise, teachers may not leave the school premises during their preparation periods unless the purpose of the departure is related to professional duties and unless the teacher notifies the office of his/her departure.
- (2) Preparation periods are provided to teachers for the preparation necessitated by professional responsibilities. Such responsibilities include, but are not limited to, lesson planning and preparation, evaluation of student work, staff conferences, student conferences, parent conferences, and any other activity which assists the teacher to meet his/her professional employment and professional Association responsibilities.
- (3) A maximum of 2 (two) meetings per month may be used by administrators during teacher preparation periods.

- H. (1) The practice of using regular teachers as substitutes, thereby depriving them of their preparation periods, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. A teacher who volunteers or is assigned, and serves as a substitute, shall be paid \$36.00 per period. Such coverage shall be arranged by the principal of the school with the approval of the Superintendent.
- (2) Any teacher assigned to carry the full teaching responsibilities of an additional class or classes beyond his/her regular workload shall be compensated above his/her contracted salary at double the rate defined in H (1) above.
- (3) In the event a teacher is assigned to cover another class simultaneously with their own class during the same period, they shall be compensated at the rate defined in H (1) above.
- (4) Any staff member who volunteers and is assigned to develop and present an in-service program during a staff development day or beyond the regular school day shall be compensated at the rate of \$87.50per presentation.
- I. The impact of any future changes in schedules shall be subject to negotiations.
- J. Teachers shall not leave students unsupervised at any time under reasonable circumstances.

ARTICLE 6

NON-TEACHING DUTIES

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

- B. Teachers shall not be required to perform custodial functions.
- C. Teachers shall not be required to drive students in their cars. A teacher may do so voluntarily, however, with the advance approval of the principal and Superintendent. He/she shall be compensated at the rate set by the State of New Jersey, Department of Education—for the use of his/her own automobile.
- D. The Board shall maintain automobile liability insurance coverage for teachers who transport students as outlined above. Such insurance shall be in excess of individual teacher's personal primary liability insurance coverage.
- E. Any teacher who volunteers or is assigned and performs extra duties extending beyond the normal school day shall be paid \$36.00per hour for this non-teaching duty. Such duties are to include scheduled dances, plays, concerts, graduations, and participation in parent-teacher association or organization programs. "Visit the school nights" are not included as "extra duties." However, any required "Visit the school nights" beyond one (1) shall be compensated at the rate of \$36.00per hour.
- F. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day may be required by the Board and shall be compensated according to the rate of pay in Schedules "B" and "C."
- G. Volunteers shall be sought for the position of Saturday detention monitor. These monitors shall be compensated at the extra duty rate. No teacher shall be assigned to this duty.
- H. There shall be no phone or computer use for personal reasons during pupil contact time.

ARTICLE 7

SALARIES

- A. The salaries of all employees covered by this

Agreement are set forth in Schedules "A", "B", "C", "D", "E", "F", and "G", which are attached hereto and made a part hereof.

- A. Teachers
- B. Non-Athletic Extracurricular
- C. Athletic
- D. Secretarial/Clerical
- E. Custodial
- F. Maintenance
- G. Instructional Assistants

- B. (1) All ten (10) month employees shall be paid in twenty (20) equal semi-monthly installments.
- (2) Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the ten (10) month employees on the final payday in June, or all or one-half on July 15th, or all or one-half on August 15th. These funds shall be placed in a special interest-bearing account, and any interest accrued on said account is to be turned over to the Somerville Education Association to be used in any manner its membership chooses.
- (3) When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- (4) Teachers and instructional assistants shall receive their final checks on the last working day in June.
- (5) No teacher shall be entitled to a salary differential unless his/her working day or school year is extended beyond that of a classroom teacher by order of the Superintendent of Schools.
- (6) Home instruction teachers assigned by the Board shall be paid at the rate of \$51.50 per hour. Mileage reimbursement shall be allowed at the Internal Revenue Service approved rate, using the Somerville Public Schools Administrative

Headquarters as the starting and return reference point.

- (7) Any teacher who participates in before or after school tutoring programs shall be compensated at the rate of \$36.00per hour.

- C. Employees hired after the ratification of this contract by the Somerville Education Association and the Somerville Board of Education will not be eligible for Years of Service Award.

ARTICLE 8

TEACHER EVALUATION

- A.
 - (1) Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
 - (2) Teachers shall be given copies of class visits (observation reports) and the annual performance reports (evaluation reports). No report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. Teachers will be asked to sign completed reports as an indication that they have been seen and discussed. In the event a teacher refused to sign the completed report, then a notice regarding the refusal shall be placed on the report by the Superintendent of Schools after consultation with said teacher.
 - (3) All teachers (tenure and non-tenure) in the Somerville Public Schools shall have one annual performance report prepared for the Superintendent of Schools. Such reports on non-tenure teachers and tenure teachers are to be completed and forwarded to the Superintendent of Schools on or before April 30 of each year. Notice of non-renewal of non-tenured staff (when required by law) shall be provided by May 15.

The evaluations may be completed by the following individuals:

High School - District-wide Supervisors
and/or Building Principal
and/or Vice Principal and/or
Assistant Principal

Middle School -Building Principal and/or
Assistant Principal and/or
District-wide Supervisors

PreSchool - Building Principal and/or
District-wide Supervisors

Van Derveer School -Building Principal,
Assistant Principal and/or
District-wide Supervisor/
Director of Special Services

Health/Nursing Services - District-wide
Supervisor and/or Building
Principal

Pupil Personnel Services - District-wide
Supervisor/Director of
Special Services or by any
other staff member who is a
properly certified
supervisor, and who is
designated by the
Superintendent of Schools.

The Superintendent of Schools and the Director of Curriculum and Instruction and Director of Technology shall reserve the right to observe and/or evaluate any staff member at any time. Each Building Principal shall reserve the right to observe and evaluate any professional staff member assigned to his/her building at any time.

Any other staff member who is properly certified by the New Jersey State Department of Education and whose employment duties require the supervision of a particular program or its staff, shall be authorized, with the prior approval of the Superintendent of Schools, to observe and evaluate such professional staff members.

Each non-tenure teacher shall be formally observed based upon a minimum of three visitations and each tenure teacher shall be formally observed based upon a minimum of one visitation by an appropriate supervisor designated above as an evaluator. The positions shall be as indicated on the organizational chart in effect.

All attempts shall be made by the Supervisor to have observations spaced over a period of time to be covered by the annual evaluation. For non-tenure teachers, one observation shall occur during September or October, one in November or December, and one in January or February. For tenure teachers, one observation shall occur between September and February. Formal conferences on evaluation and observation reports for all certificated staff are required. Staff rebuttal to evaluations, if any, shall be made within fifteen (15) calendar days of receipt of evaluation.

Copies of all observation and evaluation reports shall be signed by both the supervisor and teacher as an indication that they have received the form. Copies of all observation reports shall be made available to the teacher within ten (10) school days after observation. Copies of individual observation and evaluation reports shall be given to the Superintendent of Schools, the Building Principals, Subject Supervisors, where appropriate, and the teachers.

The teachers must have a copy of the observation or evaluation report the day before the formal conference is held.

All attempts should be made to have each observation cover a period of approximately forty (40) minutes.

The procedures outlined above are considered minimum for observation and evaluation purposes and do not preclude additional observation and evaluation by the supervisor listed previously at any time during the school year.

For purposes of carrying out the requirements outlined above, job descriptions shall be developed in consultation with the evaluation committee of the S.E.A. for the guidance of all teaching staff members as may be necessary and appropriate and shall be, at this time or subsequently as developed, become part of this policy. In addition, copies of the attached documents, entitled "Teacher Observation Report," "Teacher Annual Performance Report," shall be made part of this policy for the purposes of implementing the procedures outlined above.

The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include, but not be limited to:

- (a) Performance areas of strengths;
 - (b) Performance areas needing improvement based upon the job description;
 - (c) An individual professional improvement plan developed by the supervisor and the teaching staff member;
 - (d) A summary of available indicators of pupil progress and growth (as defined in N.J.A.C. 6:8-3.4) and a statement of how these indicators relate to the effectiveness of the overall program with which the teaching staff member is involved;
 - (e) Provision for performance data which has not been included in the report prepared by the supervisor should be entered into the record by the evaluated within ten (10) working days after signing of the report.
- (4) The annual summary conference between supervisors and teaching staff members shall include, but not be limited to:
- (a) A review of the performance of the teaching staff member based upon the job description;
 - (b) Review of the teaching staff member's progress

toward the objectives of the individual professional improvement plan developed at the previous annual conferences;

- (c) Review of available indicators of pupil progress and growth toward the program objectives;
 - (d) Review of the annual written performance report and the signing of this report within five (5) working days of the review.
- (5) These evaluations, policies, and procedures of the Somerville Board of Education are intended to be minimum, non-limiting requirements for the evaluation of its teaching staff members.

In order to carry out the requirements of supervision and evaluation of teaching staff members of the school district, the Board of Education designates those individuals holding the following positions to supervise instruction:

- (a) Superintendent of Schools
 - (b) Director of Curriculum and Instruction
 - (c) Director of Technology;
 - (d) All Building Principals;
 - (e) All Building Vice-Principals and Assistant Principals;
 - (f) Director of Special Services, Testing and Auxiliary Services;
 - (g) Those supervisors carrying out formal evaluation activities within the scope of their present responsibilities.
- B. (1) No material derogatory to a present or former employee's conduct, service, character or personality shall be placed in his/her personnel files unless the employee has had an opportunity to review the material. In the event the employee is no longer in the employment of the district, then notice of the action shall be sent by the Superintendent to the last known address of the employee by Certified Mail, Return Receipt Requested. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding

that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

(2) Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

(3) An employee, upon written request to the Superintendent, shall have the right to inspect his/her personnel file and may receive at his/her own expense copies of any document contained therein.

C. Any tenured teacher who wishes to participate in the portfolio process may volunteer to do so in consultation with and upon approval of the appropriate administrator. A meeting will take place between the teacher and the primary observer to discuss the evolving portfolio process before January 31. If either the teacher or the administrator is dissatisfied with the process, he or she has the option to request a reversion to the traditional observation/evaluation procedure by February 15.

ARTICLE 9

TEACHER FACILITIES

- A. The Board agrees to provide "air-conditioned" work areas in each building and adequate locked storage space for all teaching personnel.
- B. The Board will provide in each building adequate rest rooms.
- C. A furnished room shall be reserved for the use of staff in each building as a lounge.

- D. Teachers who work in more than one school building shall be assigned appropriate facilities to store their materials.

ARTICLE 10

SICK LEAVE

- A. All persons employed by the Board of Education shall be entitled to eleven (11) sick leave days each school year (thirteen (13) days shall be allowed for twelve (12) month employees). Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. It is agreed by the parties if an employee terminates employment with the district, prior to the end of the contract year, and such employee has used more sick leave than he/she would have earned under a month-to-month prorata, he/she will be liable to the Board of Education for payment of any excess sick leave used.
- C. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate.
- D. No sick leave days heretofore accumulated shall be eliminated but shall remain in effect.
- E. The Board shall provide a written accounting of accumulated sick leave to each staff member prior to the opening of school in September of each year.
- F. A payment at retirement (not deferred retirement) for unused accumulated sick leave will be made for all employees who meet all of the following criteria:
 - 1. Fifteen (15) years of service in the Somerville Public School District.
 - 2. For the 2014-2017 contract Sick days will be

capped at \$15,000, 133 days minimum.

All employees may request at any time a written account of accumulated sick days, personal days, etc. from the Board.

3. Have provided written notice to the Board of Education of their retirement no later than sixty (60) days preceding their retirement. Such notice shall be binding once accepted by the Board.

The employee shall have the choice of payment of accumulated sick leave subject to threshold IRS limitations placed in their 403B retirement plan.

Payment shall be made for all of the accumulated sick days at the rate of \$90.00 per day for the duration of this contract.

The employee shall have the choice of payment for accumulated sick leave placed in their 403B retirement plan.

Payment for accumulated unused sick leave will be made to the estate of a deceased employee who dies in service and who otherwise has fulfilled the requirements of F (1) and F(2) above.

ARTICLE 11

TEMPORARY LEAVE OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year not to exceed ten (10) days per school year. Twelve (12) days shall be permitted for twelve (12) month employees.

(1) Personal illness - ten (10) days maximum; twelve

(12) days for twelve month employees; to be applied after all accumulated sick leave has been exhausted.

- (2) Death in immediate family - five (5) days maximum. The term "immediate family" shall be understood to include only grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, grandchildren, step-children and domestic partners. Two (2) days per year may be used for a first cousin and one(1) day may be used for a friend.

In the event of a second death in the immediate family within the same year, an additional five (5) days will be granted within the total allowance indicated in the first paragraph of this Article.

When calling in for above leave, the employee must designate the person and relationship of the deceased to the employee and duration of the leave.

- (3) Illness in the immediate family - three (3) days maximum. The term immediate family shall mean wife, husband, father, mother, son, daughter, in-laws, or close, dependent relatives.
- (4) Two (2) days of personal leave will be permitted annually. A personal day will be granted with approval of the Superintendent for no more than six (6) employee's district wide on days before and after a vacation period. All personal days must be cleared in advance with the Superintendent, and will be handled on a first-come, first-serve basis. Any unused personal days will be added to accumulated sick leave annually, as it applied to Article 10-A.
- (5) Employees absent for any reason not heretofore specified shall be deducted at the following per diem rate of the annual contractual salary:

teachers - 1/200; secretaries (ten month) - 1/200; secretaries (twelve month) - 1/280; custodial and maintenance employees - 1/300; instructional assistants - 1/200.

- (6) Anything to the contrary notwithstanding, none of the above-permitted absences shall exceed ten (10) days per year in combination or alone, or twelve (12) days for twelve-month employees.
- B. Leave taken pursuant to Section A above shall be in addition to sick leave to which the employee is entitled, but unused days under Section A are non-accumulative except any unused personal days in A (5) above.
- C. It is agreed by the parties that if an employee terminates employment with the district prior to the end of the contract year, and such employee has used more non-accumulated temporary leave than he/she would have earned under a month-to-month prorate, he/she will be liable to the Board of Education for payment of any excess non-accumulative temporary leave used.
- D. All employees shall be entitled to full pay when serving on jury duty or temporary active military duty. Any employee who receives monetary compensation from the county, state or federal government for jury duty while being compensated by the district shall sign over said compensation to the Somerville Board of Education. Ten-month employees who serve during the summer months are not required to sign over juror compensation to the Board. All employees on military leave commencing after July 1, 2003, shall receive their negotiated salary less military pay.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

- A. Staff members shall be eligible for leaves of absence without pay to participate in the Fulbright and similar exchange programs after each five-year period of service in the Somerville schools. Those granted such leaves of absence shall be expected to return to

Somerville and remain at least two years on the staff. Such leave requires prior approval by the Board Of Education.

B. Disability Leaves

- (1) An employee who anticipates requiring a disability leave shall notify his/her immediate supervisor in writing of the anticipated commencement date of the disability as soon as such date is known to him/her. The employee shall provide a physician's certification of the anticipated disability.
 - (a) In the case of a maternity related disability, the employee shall provide, no later than sixty (60) days prior to the anticipated delivery date, a physician's certification of the anticipated delivery date and may notify the Board for commencement of a disability leave of up to twenty (20) working days before the delivery date and up to twenty (20) working days after the delivery date. In the event the period of disability extends beyond that described above, the employee shall provide a physician's certification of the extended disability.
 - (b) In the case of non-maternity related disability, the employee shall provide a physician's certificate stating the anticipated disability and the anticipated duration of the disability.
- (2) In the case of an anticipated disability, such as elective surgery or predicted delivery of a child, the Board may regulate the commencement and/or termination dates of the disability leave within the parameters of the law when failure to do so would cause interruption to the continuity of student instruction. Any such involuntary leave so imposed will immediately precede or follow the period of the requested disability leave and will be without pay but the employee shall not be denied other contractual and statutory benefits, including payment of

insurance premiums for the involuntary as well as voluntary period of the disability leave.

- (3) An employee anticipating a disability leave may apply for, in accordance with B(1), a leave of absence which:
 - (a) the employee utilizes sick leave and vacation time actually earned or accrued through the commencement of this leave; or
 - (b) the employee has insufficient accrued sick leave and vacation time, or elects not to utilize it, in which case he/she shall be entitled to an unpaid leave of absence for the period of the disability, during which sick leave or vacation time is not utilized, provided that he/she submit to the Superintendent of Schools certification required under Section B(1).
- (4) An employee on paid disability leave shall be entitled to all Board-provided insurance benefits during the period of actual disability. An employee on unpaid disability leave shall be entitled to all Board-provided insurance benefits for a period of up to three (3) months during the period of leave as per N.J. Division of Pension regulations.
- (5) In the case of unpaid disability leave under Section 3(b), in order to insure the employee's continued health benefits coverage and subsequent right to purchase credit for the leave of absence in excess of three months for pension purposes, an employee on unpaid leave of absence for disability purposes shall provide a physician's certificate as to the illness or disability for the period in excess of three months' leave of absence. The certificate shall be provided by the employee to the Superintendent before the 90th day of unpaid leave of absence. The employee shall comply with any additional requirements of the insurance carrier or of the State of New Jersey (regarding pension and insurance) in order to continue coverage.

- (6) Extensions of disability leaves shall be granted if the employee provides a physician's certificate as to the need for the extension, the reason therefore, and duration for the additional period of disability. In the case of a non-tenured employee, the unpaid leave of absence shall not extend beyond the employee's current contract.

The Board may require, by a physician of its choice, a second examination to verify the need for an extension of the disability leave. In that event, the Board will assume the cost of those required physician services.

- (7) "Maternity disability" as used in this article shall mean the illness or disability of the woman employee as a result of the pregnancy or delivery of the child. "Child care" is leave other than maternity disability and is treated as personal leave of absence under Section C of this Article.
- (8) An employee granted a paid disability leave shall, upon resuming his/her regular duties, be eligible for the same salary he/she would have received had he/she successfully completed the school year in which the leave was granted. Employees on unpaid disability leave must have worked at least ninety (90) days in the school year in which the leave was granted in order to receive step credit on the salary guide upon return.
- (9) For the purpose of adopting a minor child, an employee may request, in writing, a leave of absence not to exceed a period of eight (8) weeks. This leave is equivalent to the total time allowed for a maternity disability leave. The employee has the option of requesting an unpaid leave of absence or utilizing any available accumulated sick leave or accumulated vacation time. A leave of absence for the purpose of adopting a minor child is in addition to Child Care leaves pursuant to Article 12, Section C and D of the Collective Bargaining Agreement.

The Board of Education will provide up to \$5,000 for a member that adopts a minor child that is not a step child and/or biological child of either parent.

- (10) Employees may not use sick days for non-medical leaves of absence.

C. Child Care Leaves

- (1) A tenured employee, or an employee on a fourth consecutive employment contract, is entitled to an unpaid leave of absence for the purpose of child care. Such leave may extend to the end of the school year in which the leave commences and may additionally extend through June 30th of the following school year. The employee is not entitled to piggyback one child care leave upon another without a return to work for a minimum of one school year in between leaves.
- (2) A non-tenured employee, or an employee with less than four consecutive employment contracts within the district, is entitled to an unpaid leave of absence for the purpose of child care, but such leave shall not extend beyond the employee's current contract.
- (3) In the event both parents of a child are employed by the district, only one parent at a time shall be entitled to leave as set forth in Sections (1) and (2) above.
- (4) Requests for child care leave shall be submitted to the Superintendent, for Board action, at least sixty (60) days before the proposed commencement of the leave. Child Care leaves shall commence within a year of the paid maternity disability leave. Requests for child care leave shall specify the anticipated commencement and termination dates of the proposed leave.
- (5) A teacher granted a child care leave shall indicate to the Board in writing his/her intent to return to teaching by March 1, if returning in September, or by October 1, if returning in the second semester. All other employees shall so

indicate at least sixty (60) days prior to the end of the leave. Failure to do so will be construed as a decision not to return, and employment will be declared at an end on that date.

D. Additional Leaves

Additional leaves without pay may be granted by the Board for good reason with the recommendation of the Superintendent and approval of the Board. Intention to return from such additional leaves will be as specified for child care leaves in Section C(5) above.

E. While on unpaid leave, employees shall not accumulate sick leave or other benefits except as expressly provided in this contract. Employees on unpaid leaves, pursuant to Section C and Section D of this Article shall be entitled to:

- (1) Medical insurance coverage, subject regulations to the rules and regulations of the insurance carrier.
- (2) All benefits to which an employee was entitled at the time his/her leave of absence commenced, including accumulated sick leave, shall be restored to him/her on his/her return.
- (3) Provided that the employee worked at least ninety (90) days in the school year in which the leave was granted, an employee returning from extended leave shall be eligible for the same salary he/she would have received had he/she completed the school year in which the leave was granted.
- (4) Beginning in the 2001-2002 contract year, while an employee is on an unpaid leave for the purpose of child care, the Board shall continue the payment of that employee's medical benefits for six months.
- (5) Unpaid child care leave shall commence within a year of the paid maternity disability leave.
- (6) Beginning in the 2001-2002 contract year,

effective July 1, employees on an unpaid non-maternity leave of absence shall not receive paid health benefits except those provided by the Family Leave Act. For medical disability leaves, refer to Article 12-B4.

ARTICLE 13

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board will provide tuition reimbursement for graduate and/or technical courses approved in advance, prior to registration, by the Superintendent. All courses must be related to the employment responsibility of the individual. The maximum rate of reimbursement shall be equal to the Rutgers School of Education Instate tuition rate for graduate credits or full reimbursement for the actual cost of the course if less. The reimbursement rate for undergraduate courses will be at the Raritan Valley Community College rate. The maximum number of credits eligible for reimbursement will be three (3) per school year for a first year teacher. The maximum number of credits eligible for reimbursement after the first year is nine (9) per school year. Guide movement will be granted for those who take more than the maximum number of credits as listed at their expense subject to prior approval of the Superintendent. No fees or other costs are eligible for reimbursement. Reimbursement will be made upon receipt of a copy of the course transcript, and the bursar's receipt for the cost of the course. All courses must be successfully completed to receive reimbursement.

No credit or reimbursement will be granted for courses leading to certification in present position, unless prior written approval has been granted by the Superintendent of Schools. Any graduate courses taken after the Bachelor's Degree, but prior to the Master's Degree, will not count for credit once a Master's Degree has been achieved.

There shall be no tuition reimbursement while on unpaid leave of absence. All other provisions of

Article 13A apply to persons on unpaid leave of absence.

A district wide pool of available money for all employees for reimbursement of graduate and undergraduate courses shall be as follows:

2014-2015 -\$125,000

2015-2016 -\$135,000

2016-2017 -\$150,000

No employee may be reimbursed for more than one (1) or two (2) courses and/or three (3) or six (6) credits, depending on the amount of available money each year. Unused money will revert back to the district in that calendar year. The Superintendent reserves the right to require professional development after school meetings for employees that are given permission to take administrative courses. Any member who takes administrative courses shall serve the district for three years following completion of the course paid for by the Board or reimburse the district pro rata amount by the Board upon separation.

- B. Provision shall be made for professional visitations by staff members to other districts, programs, or activities. All visitations shall be coordinated by the Superintendent of Schools or his/her designee.
- C. Provision shall be made for professional improvement and involvement of staff members in the development of course or program materials and guides during the summer vacation period beginning with July, 1975. Proposals shall be submitted no later than April 1 of each year through the Director of Curriculum and Instruction to the Superintendent of Schools for his/her approval.
- D.
 - (1) In determining credits for placement on the salary schedule beyond each degree at least one-half (1/2) of the credits must be received for completion of regular college graduate courses. The remaining one-half (1/2) may consist of credits allowed for professional workshops, seminars, continuing education courses, NJEA Workshops, and any other workshop as approved in writing by the Superintendent.
 - (2) In-service workshops will be evaluated on the

basis of one (1) hour of professional development time per one hour attended.

- (3) Credit will be approved upon receipt of certificate of attendance, or completion of activities.
- (4) Individuals attending workshops during regularly-scheduled school hours will not receive credit for those hours. Credit shall be given for any hours attended outside the regularly-scheduled school day.
- (5) All in-service course work must have the prior approval of the Superintendent of Schools.
- (6) Record keeping for "in-service hours" shall be the responsibility of teachers.

E. Any teacher who volunteers, and is requested, to participate in curriculum development outside of the regular school day, or in the summer, shall be compensated at the rate of \$36.00 per hour.

F. Sabbatical Leave

The Board of Education may grant up to two (2) Sabbatical Leaves of Absence per year upon the recommendation of the Superintendent of Schools and subject to the following conditions:

- (1) Requests for Sabbatical Leave must be received by the Superintendent, in writing, no later than January 1 in such form as may be mutually agreed on by the Association and the Superintendent. Action must be taken on all requests no later than March 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
- (2) A teacher on Sabbatical Leave shall be paid by the Board at one-hundred percent (100%) of the salary rate for one-half year or fifty (50%) percent for a full year. From this compensation, there shall be made the regular deductions for the Teacher's Pension and Annuity Fund and such other deductions required by law and/or normally

requested by the teacher. The Board shall continue to pay the employee's insurance coverage as per the contract agreement.

- (3) Upon the return from Sabbatical Leave, the teacher shall be placed on the same level of the salary schedule which he/she would have achieved had he/she remained actively employed in the system during the period of the leave.
- (4) The decision of the Superintendent of Schools shall not be grievable or arbitrable.

ARTICLE 14

INSURANCE PROTECTION

- A.
 - (1) All employees agree to pay 1.5% of their salary toward their health plan for the duration of this contract in accordance with Chapter 2, P.L. 2010. The deductions will be done through payroll.
 - (2) Commencing January 1, 2012 the Board of Education agrees that for the life of the contract, it will provide individual health-care insurance coverage, and dependent coverage (family, parent and child, husband and wife) based on the Horizon POS and AETNA HMO programs. Any modifications unilaterally sought by the Board to the current healthcare coverage shall be equal to or better than the then existing NJ State Health Benefits Program. Any employee wishing to be covered by the Horizon Traditional Plan shall pay the difference between the Horizon POS Program rates and the Traditional Plan rates (when applicable) through payroll deductions.
 - (3) Co-pays included in the Horizon POS and AETNA HMO programs will increase to \$10.
- B. Employees who retire or resign from the system should make arrangements for continued coverage to be effective upon their employment termination date.
- C. The Board shall request the carrier to provide to each

teacher a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

- D. The Board of Education agrees that for the life of this contract it will provide a family prescription plan with provisions and coverage equivalent to the existing PCS prescription plan with the following co-pay structure: \$15 Generic Drugs/\$25 Name Brand Drugs for retail and a \$5 Generic Drugs/\$10 Name Brand Drugs for mail order covered prescriptions.
- E. The Board of Education agrees that for the life of this contract it will provide a family dental plan for all employees with coverage equivalent to the 100/70/50 Program of the Delta Dental Plan provided during the previous contract.
- F. The Board shall give written notification at the time of hiring all employees new to the district that the responsibilities for insurance coverage during the period preceding eligibility for the above insurance benefits rests with the employee.
- G. Waiver of Benefits
 - (1) Employees who have alternate medical coverage may elect to waive such coverage provided in this Article by signing a waiver form. This waiver applies only to medical coverage, and does not apply to dental.
 - (2) An employee who waives medical coverage shall receive payment of \$3,000.00 per year and \$500.00 annual payment for waiver of prescription coverage.
 - (3) The waiver must be submitted prior to May 1 and must be effective for the entire school year (July 1 - June 30). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired. Employees shall receive the \$3,000.00 payment at the commencement of their waiver of benefits.
 - (4) Any employee who has waived coverage, but later

loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to the rules and regulations of the insurance carrier.

(5) The Board agrees to establish an IRC Section 125 Plan.

H. If an employee is married to another Somerville School District employee, the Board shall provide family coverage for one employee.

ARTICLE 15

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Somerville Education Association, the Somerset County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the treasurer of the Somerville Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

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

B. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually

and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

- C. Employees of the Somerville Board of Education who are represented by the S.E.A. in collective bargaining, but who are not enrolled members, shall be charged a "representation fee" at 85% of the annual membership fee.

ARTICLE 16

CUSTODIAL AND MAINTENANCE PERSONNEL

- A. Custodial and maintenance staff shall work on a twelve-month basis and receive paid vacation as follows:

Years of Service	<u>Vacation Days</u>
0 - 11 months	10 prorated
1	10
2	10
3	10
4	10
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16 and above	21

Pay for vacation periods shall be received as checks become available. The schedule of all vacations will be determined according to a procedure established by the Superintendent of Schools or his/her designee. An employee shall not be charged with the use of a

vacation day if a holiday falls in an employee's vacation period.

Any maintenance or custodial employee shall have the option to receive compensation for up to a maximum of five (5) unused vacation days per contract year. In the event that an employee wishes to exercise this option, he/she shall submit his/her intentions in writing to the Superintendent of Schools by June 1. Compensation shall be calculated at the per diem rate of 1/300th of the employee's contracted salary. There will be no carry over of days from year to year.

- B. Employees shall work forty (40) hours per week, eight (8) hours per day, which includes a one-half-hour coffee break and a one-half-hour lunch period.
- C. An eight and one-half percent (8.5%) pay differential will be paid to second shift employees.
- D. All custodial and maintenance personnel shall be guaranteed fourteen (14) paid holidays. The designated holidays are as follows:

- Fourth of July
- Labor Day
- Thanksgiving Thursday and Friday
- Christmas Day
- New Year's Day
- Memorial Day

If any of the above holidays falls on a weekend, the preceding or following workday will be designated as a holiday. In addition, the Board shall designate seven (7) more holidays each year and shall notify the employees of the list of said holidays as of July 1 of each contract year.

- E. All custodians (as needed) and all maintenance employees shall receive annually five (5) uniforms, and a sufficient number of work gloves no later than September 30th of each school year. They shall also receive, where needed and requested, safety shoes, safety goggles, a raincoat, a pair of boots, a pair of rain pants and a winter coat. The need shall be determined by the Superintendent of Schools or his/her designee.

- F. Custodial salaries shall be paid according to Schedule E.
- G. As vacancies occur in positions of employment, the Board shall post such vacancies within a reasonable period of time in advance of hiring.
- H. Insurance protection shall be as per Article 14.
- I. Any work performed on Saturdays shall be compensated at time-and-one-half. Any work performed on Sundays shall be compensated at the rate of double time.
- J. Work assignments shall be given through the head custodian in the respective buildings when practicable. Any change in work assignments shall also be directed in the same manner when practicable.

The custodial supervisor or the maintenance supervisor is authorized to establish or change any assignment. This does not restrict the right of building principals to assign work of any emergency nature within their area of responsibility.

- K. Permanently hired part-time employees shall be hired on an established minimum hourly wage and shall be entitled to all the privileges and benefits of this contract as the regular personnel provided that they regularly work more than twenty (20) hours per week.
- L. All functions scheduled in the school building or grounds of the school district shall be supervised by a Board of Education custodial employee whose pay shall be at the established rate of the Somerville Board of Education.
- M. When an employee who is off duty is called in for an emergency or other special assignment, he will be assured of two hours minimum reimbursement.
- N. In the event that a custodian or maintenance employee is required to work on a paid holiday, that employee shall be paid double time for that day or may choose to receive one paid compensatory day to be scheduled with the approval of the employee's immediate supervisor.

- O. All custodial employees shall have thirty (30) months from the date of hire to obtain a Black Seal Fireman's License. All current employees have thirty (30) months from the date of ratification. The Board will assume the costs of training and course materials. Release time to take the course will be provided if necessary. The individual will be reimbursed for costs of training and course materials upon obtaining the license.
- P. All overtime shall be initially offered on a volunteer basis. In the event that there are no volunteers, overtime may be assigned. All overtime that is volunteered for or assigned, shall be on a rotating schedule established by the Building and Grounds Supervisor.
- Q. The Board shall pay an additional \$1000 annually for custodial/maintenance employees who drive a school bus for the district.
- R. Custodial and maintenance staff will receive one day off with pay to attend NJEA Conference in November. (Proof of attendance is required for each program(s), activity(s) or workshop(s)).

ARTICLE 17

SCHOOL CALENDAR

- A. The school calendar will be the result of consultation with input from the ASSOCIATION prior to Board of Education adoption.
- B. Acceptance of the calendar by the Association is not mandatory before the calendar may be transmitted or adopted.
- C. Beginning in 1987-88, the in-school work year for teachers shall be increased to 186 days. The one additional day shall be used only for in-service activities and not for additional pupil contact time.
- D. The in-school work year for guidance counselors

employed on a ten-month basis shall include the teachers' work year and additional days, as designated by the Superintendent of Schools, up through June 30th.

Guidance counselors and child study team members who are assigned work days beyond the teachers in-school work year shall be compensated at the rate of 1/200 of their regular annual salary for each day worked beyond 186 days.

- E. The in-school work year shall include days when pupils are in attendance, orientation days or other work days.
- F. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather so long as the total student days shall not be fewer than 180 days.

ARTICLE 18

NOTIFICATION OF TRANSFERS AND REASSIGNMENTS

Notification of Vacancies:

A. Date:

- (1) The Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year.
- (2) Summer notification - Should such vacancies occur after the close of the school year, a list of vacant positions shall be posted in each faculty room and a copy sent to the Association office.

B. Filing Requests:

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent or his/her designee. Such statement shall include the grade and/or subject to

which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than two weeks after posting.

- C. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- D. In the event that a teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent and/or his/her designee shall meet with the teacher. The teacher may, at his option, have an Association representative present at such meeting with the Superintendent.
- E. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE 19

MISCELLANEOUS

Teachers will be required to give the necessary time as individuals or as members of a committee to take part in the periodic evaluation by the State Department of Education and Middle States Association of Secondary Schools and Colleges and/or such evaluations established by the State Board of Education which may be required.

ARTICLE 20

SECRETARIAL AND CLERICAL EMPLOYEES

- A. The salaries of all secretarial and clerical employees covered by this Agreement are set forth in Schedule "D" which is attached hereto and made a part hereof.
- B. All full-time ten-month and twelve-month secretarial

and clerical employees shall work a seven (7) hour workday and a thirty-five (35) hour week. A lunch period for full-time employees shall be sixty (60) minutes in duration, in addition to the seven (7) hour workday.

During the summer months (July 1 through August 31), all full-time employees shall work the same number of hours, but shall be entitled to a lunch period of thirty (30) minutes in duration in addition to the workday. Secretarial/clerical employees are entitled to a fifteen (15) minute early dismissal on the day before a school district scheduled holiday.

- C. All full-time secretarial and clerical employees shall be entitled to one morning "break period" of fifteen (15) minutes duration and one afternoon "break period" of fifteen (15) minutes duration, according to a schedule determined by the employee's immediate supervisor. Employees working less than full-time, but a minimum of four (4) hours daily, shall be entitled to one morning "break period" of ten (10) minutes duration and one afternoon "break period" of ten (10) minutes duration, according to a schedule determined by the employee's immediate supervisor. Employees working less than four hours daily shall not be entitled to a "break period." All break periods shall be scheduled within the limits of the normal workday.
- D. Overtime shall be paid at time and one-half the hourly rate for all hours worked in excess of forty (40) hours in any given week.
- E. Hours worked in excess of the regularly scheduled work week, but less than forty (40), when approved by the Superintendent of Schools or his/her designee, shall be paid by equal compensatory time. The schedule for such compensatory time shall be approved in advance by the Superintendent of Schools or his/her designee, according to procedures established by the Superintendent of Schools.
- F. Whenever schools are closed prior to the commencement of the school day due to inclement weather, secretarial and clerical employees shall not be required to report to duty and shall suffer no loss in

pay or benefits. Whenever the district schedules an all day in-service workshop, the workday for secretarial staff in the buildings shall be equal to that of the teaching staff.

- G. All ten (10) month secretarial and clerical employees shall be employed from September 1 through June 30, with the same holiday schedule as teachers, as outlined in the Somerville Public Schools annual calendar. All twelve (12) month employees shall be employed from July 1 through June 30. During the school year, all twelve-month secretarial and clerical employees shall have the same holiday schedule as teachers, as outlined in the Somerville Public Schools annual calendar. Twelve-month secretarial or clerical employees shall also be entitled to the July 4th holiday, Labor Day holiday, and any earned vacation time.
- H. Secretarial and clerical employees who are employed on a twelve-month basis shall receive paid vacation as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
0 - 11 months	10 prorated
1	10
2	10
3	10
4	10
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16 and above	21

The schedule of all vacations will be determined according to a procedure established by the Superintendent of Schools or his/her designee. Pay for vacation periods shall be received as checks become available. An employee shall not be charged

with the use of a vacation day if a holiday falls in an employee's vacation period.

Any secretarial or clerical employee shall be entitled to carry up to a maximum of five (5) unused vacation days into the following contract year. Employees shall also have the option to receive compensation for up to a maximum of five (5) unused vacation days per contract year. In the event that an employee wishes to exercise either, or both, of the above options, he/she shall submit his/her intentions in writing to the Superintendent of Schools. Compensation shall be calculated at the per diem rate of 1/280th of the employee's contracted salary. There shall be no additional carry over from year to year beyond that stated in this paragraph.

- I. All secretarial and clerical employees shall be evaluated at least annually, or more often, as determined by their immediate supervisor or the Superintendent of Schools.

- J. Notification of Vacancies:
 - (1) The Superintendent shall deliver to the Association and post in all school buildings a list of known vacancies, new positions, and promotional opportunities which shall occur.
 - (2) Should such vacancies occur after the close of the school year, a list of vacant positions shall be posted in each faculty room and a copy sent to the Association office.

- K. Filing Requests:
 - (1) Employees who desire a change in assignment may file a written statement of such desire with the Superintendent or his/her designee. Such statement shall include the category to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments shall be submitted no later than two (2) weeks after posting.

- (2) Employees who have previously applied for promotional or transfer opportunities shall be notified by mail of any openings which become available during the summer within two (2) weeks of the time the opening is known.

L. New or Additional Duties:

The Superintendent of Schools or his/her designee, shall reserve the right to assign, or reassign, new or additional duties on a temporary basis to any secretarial or clerical employee, according to a consideration of the needs of the school district and the skills and abilities of the employee.

- M. The Board of Education will pay up to the charges per credit for approved courses from adult schools, technical institutes, or from other institutions of higher education for approved or accredited courses which must be approved in advance by the Superintendent. The maximum rate of reimbursement shall be equal to the Rutgers School of Education in-state tuition rate for graduate credits or full reimbursement for the actual cost of the course if less. The subject matter of each course must be of benefit to, and related to, an employee's current or future assignment within the Somerville School District as determined by the Superintendent of Schools. The reimbursement rate for undergraduate courses will be at the Raritan Valley Community College rate. The maximum number of credits eligible for reimbursement will be three (3) per school year for a first year employee. The maximum number of credits eligible for reimbursement after the first year is nine (9) per school year. No fees or other costs are eligible for reimbursement. Reimbursement will be made upon receipt of a copy of the course transcript, and the bursar's receipt for the cost of the course. All courses must be successfully completed to receive reimbursement.

A district wide pool of available money for all employees for reimbursement of graduate and undergraduate courses shall be as follows:

2014-2015 -\$100,000

2015-2016 -\$100,000

2016-2017 -\$100,000

No employee may be reimbursed for more than one (1) or two (2) courses and/or three (3) or six (6) credits, depending on the amount of available money each year. Unused money will revert back to the district in that calendar year. The Superintendent reserves the right to require professional development after school meetings for employees that are given permission to take administrative courses. Any member who takes administrative courses shall serve the district for three years following completion of the course paid for by the Board or reimburse the district pro rata amount by the Board upon separation.

- N. Any secretarial/clerical employee who is required to travel from one location to another in performance of his/her duties shall be compensated at the rate established by the State of New Jersey, Department of Education, for the use of his/her car.

ARTICLE 21

INSTRUCTIONAL ASSISTANTS

- A. The salaries of instructional assistants covered by this Agreement are set forth in Schedule F which is attached hereto and made a part hereof. Assistants employed on a half-time basis shall receive a prorated salary with reference to the appropriate guide tier.

The work year for all instructional assistants shall be equal to the work year for all teachers.

- B. (1) Instructional assistants shall be entitled to one fifteen (15) minute morning break and one fifteen (15) minute afternoon break or one thirty (30) minute break per day according to a schedule approved by the Building Principal.
- (2) Instructional assistants shall be entitled to one (1) lunch break daily of forty-five minutes duration within or outside the school building.

The time of each lunch break shall be determined according to a schedule approved by the principal or director.

- (3) All instructional assistants regardless of assignment shall be required to report for duty each day ten (10) minutes prior to the opening of school and sign in at the office to indicate their presence in the building; assistants are expected to remain available for duty each day for the same period as the teachers in the program. Assistants shall provide notice at the office whenever they leave the building.
- (4) The Superintendent of Schools, or his/her designee, may assign or reassign, new or additional duties on a temporary basis to any instructional assistant according to the needs of the school district.

- C. Graduate or undergraduate college course reimbursement will be provided for school district instructional assistants subject to the following conditions:

The Board will provide tuition reimbursement for graduate, undergraduate, and /or technical courses approved in advance by the Superintendent. The maximum rate of reimbursement shall be equal to the Rutgers School of Education instate tuition rate for graduate credits or full reimbursement for the actual cost of the course if less. The reimbursement rate for undergraduate courses will be at the Raritan Valley Community College rate. The maximum number of credits eligible for reimbursement will be three (3) per school year for a first year employee. The maximum number of credits eligible for reimbursement after the first year is nine (9) per school year. No fees or other costs are eligible for reimbursement. Reimbursement will be made upon receipt of a copy of the course transcript, and the bursar's receipt for the cost of the course. All courses must be successfully completed to receive reimbursement.

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No employee may be reimbursed for more than one (1) or two (2) courses and/or three (3) or six (6) credits, depending on the amount of available money each year. Unused money will revert back to the district in that calendar year. The Superintendent reserves the right to require professional development after school meetings for employees that are given permission to take administrative courses. Any member who takes administrative courses shall serve the district for three years following completion of the course paid for by the Board or reimburse the district pro rata amount by the Board upon separation.

- D. Instructional assistants may be observed and evaluated according to a determination by the principal or program director, but not less than annually.

ARTICLE 22

EXTRACURRICULAR

- A. Whenever a vacancy exists, the Board shall post all athletic and non-athletic extracurricular vacancies. A vacancy is defined as a position from which an in-district certified staff member has voluntarily resigned, a position held by an out-of-district person, or a position that is vacated as a result of non-reemployment. In-district teachers shall not be involuntarily assigned to extracurricular positions for more than one year. The district shall notify all athletic and non-athletic extracurricular employees of re-employment for the following year no later than May 1 of the current year. Any athletic or non-athletic extracurricular employee not re-employed shall be given written reasons for such non-renewal. Such non-renewal shall not be discriminatory, arbitrary or capricious.
- B. Faculty members who accompany student athletes to tournaments, county competitions, conference competitions, or State competitions, and who are not the coaches of that student athlete or athletes shall be compensated at the Monitor's rate in Schedule B.

- C. Faculty members who serve in a supervisory capacity (crowd control) or supervise the transport of students at away athletic competitions shall be compensated at the Monitor's Rate in Schedule B.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective as of June 27, 2014 and continue in effect until June 30, 2017, subject to the Association's right to negotiate over a successor Agreement. Such negotiations over the successor Agreement shall begin no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires, unless mutually agreed otherwise.

The Board agrees that whatever policy is adopted for negotiations must be mutually acceptable and cannot be unilaterally altered by either party. If changes are made in the provisions, they should be affected by written agreement of both parties. In witness thereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, all on the day and year first above written, and all officers whose signatures are affixed hereto verify that this Agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.