

SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION

SOMERSET COUNTY VOCATIONAL & TECHNICAL SCHOOLS

14 Vogt Drive
Bridgewater, New Jersey 08807

Regular Meeting
December 20, 2010

Mr. William Hyncik, Board of Education President, called the meeting to order at 4:00 p.m.

Roll Call of Members:

William Hyncik, Jr., President
William Dudeck, Vice President
Dr. Alan P. Braun
Theodore Smith
Trudy Doyle

Also Present:

Michael A. Maddaluna, Superintendent of Schools
Diane Strober, Assistant Superintendent for Business/Board Secretary
Edmund Jones, High School Principal
Lisa Fittipaldi, Board Attorney
Jack Ciattarelli, Somerset County Freeholder Liaison, absent

Others: Bernice Wicks, Director of Community Information and Student Recruitment; Carene Jegou, Administrative Assistant to the Superintendent; Dr. Joseph Petrosino, Director of Pupil Services; Ms. Teresa Morelli, Supervisor of Academics; Maria Johnson, Supervisor of Academics; Robert Campanella, Supervisor of Information Technology; Michael Herrera, Assistant High School Principal/Director of Career & Technical Education; Michael Kuschyk, Director of Buildings and Grounds; Thomas Bucek, Student of the Month and parents.

Adequate notice of this meeting has been provided specifying time and place. Prior to the 5:00 p.m. regular meeting time, board members were trained on the use of accessing board information via the website and communicating via district assigned e-mail addresses through the SCVTS mail exchange server.

Pledge of Allegiance

Approval of Minutes

On motion by Dr. Braun, seconded by Mr. Dudeck, the minutes of the regular meeting and executive session held November 22, 2010 and the Special Meeting and Executive Session held on December 13, 2010 were approved.

Correspondence

- None

Old or Unfinished Business

- None

Student of the Month

- Thomas Bucek, a second year student from Bridgewater who is in the Academy for Health & Medical Sciences is the Student of the Month for December. This is the second time Thomas has been acknowledged for his outstanding academic record. In addition, he is a member of the varsity baseball team, playing short stop and pitcher. Thomas is also a member of the American Red Cross Youth Council.

He is preparing for the NJ SkillsUSA's Tech Prep team competition in the Human Services category that deals with the American Red Cross. After he graduates he intends to continue his education and pursue a career as an ophthalmologist.

Report of the Attorney

- Ms. Fittipaldi swore in Mr. William Hyncik, Jr. as board of education member for a four-year term to expire on November 1, 2014 as per the reappointment by the Board of Chosen Freeholders.
- Ms. Fittipaldi will give her report during closed session.

Resolution

BE IT RESOLVED by the Vocational Board of Education of the County of Somerset that:

- This Board will go into closed session with the Board Counsel for the purpose of discussing matters within the provisions of 7A(11)c231.
- The general nature of matters to be discussed relates to litigation, personnel and OPRA update. Action may or may not be taken.
- Under the provisions of the above stated laws, the public shall be excluded from attendance at the portion of the meeting relating to the above matters.
- It is anticipated that the items discussed will be made public when the matters discussed are resolved.

Closed Session

On motion by Dr. Braun, seconded by Mr. Dudeck and on roll call vote, the Board of Education went into closed session at 5:15 p.m.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

Open Session

On motion by Dr. Braun, seconded by Mr. Dudeck and on roll call vote, the Board of Education went into open session at 5:30 p.m.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

Superintendent's Report

On recommendation of Mr. Maddaluna and motion by Mrs. Doyle, seconded by Dr. Braun and on roll call vote, agenda items A through D as follows:

- Resignation**
The Board of Education accepted the resignation of Ms. Meghan Trelease, Musical Theater Instructor, effective December 6, 2010.
- Employment of Full-Time Personnel – 2010-11 School Year**
The Board of Education appointed Mr. Paul O'Connor to the position of Musical Theater Instructor, (UPC #TCH-HS-MUSI-FL-02), Step 5-6/C at a salary of \$53,855.00 (prorated), effective January 3, 2011.

C. Employment of Part-Time Personnel – 2010-11 School Year

The Board of Education approved employment of the following part-time personnel for the 2010-11 school year:

High SchoolSubstitutes - \$100.00/day

Thaddeus “Ted” Ferfecki

Kevin Shutack

D. Volunteers – 2010-2011 School Year

The Board of Education approved the following as volunteers for the 2010-11 school year:

Twilight/TOPS

Sarah Mulvihill

Outreach/Follow-Up for program participants

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

E. Field Trips

On recommendation of Mr. Maddaluna and motion by Mr. Dudeck, seconded by Mr. Smith and on roll call vote, the Board of Education approved field trips for high school students as they appear on Addendum #1.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

F. Professional Seminars/Workshops

On recommendation of Mr. Maddaluna and motion by Mr. Dudeck, seconded by Dr. Braun and on roll call vote, the Board of Education approved requests for district staff and board of education members to attend professional seminars, workshops, etc. as they appear on Addendum #2.

Dr. Braun questioned the relevance of this seminar. Mr. Maddaluna noted that Kim Vasaturo is the health occupation teacher and a registered nurse; Mr. Maddaluna will provide the board with additional information.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

G. Superintendent’s Update

- Mr. Maddaluna provided an update regarding the Career Center. Mr. Maddaluna spoke with Hal Dunsavage who informed him that the Improvement Authority is scheduled to meet on December 28th to review the application then the application will go to the local finance board by January 19th in order to be on their February 9th agenda.

Submission of Bills

On motion by Mr. Dudeck, seconded by Dr. Braun and on roll call vote, the Board of Education approved the bills for December 2010 which was included in the board packet and is attached to the regular meeting minutes.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

Fund 10	\$1,078,881.64
Fund 20	\$ 152,066.29
Fund 30	\$ 123,849.50
Fund 60	\$ 8,807.31
Fund 95	<u>\$ 23,717.09</u>
Total	\$1,387,321.83

New Business

- None

Report of the School Business Administrator/Board Secretary

On motion by Mr. Dudeck, seconded by Dr. Braun and on roll call vote, agenda items A and B as follows:

A. Reports A-148 and A-149

The Board of Education adopted the monthly financial statement reports for the School Business Administrator/Board Secretary for the month of November 2010 and the Treasurer of School Monies for the month of November 2010, after review of the secretary's monthly financial report (appropriations section), and upon consultation with the appropriate district officials, to the best of our knowledge no major fund has been overextended in violation to N.J.A.C. 6:20-2A.10(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year. (See Addendum #3)

B. Award Purchases in Excess of Bid Threshold in Compliance with NJSA 18A:18A

The Board of Education awarded the following as reviewed by the auditor:

Hunterdon CountyESC Cooperative Bid	DeSapio Construction, Inc. (2010 County Capital)	\$70,162.00
Unspecifiable Extraordinary Services	Hicklin, Inc. (Perkins Grant-Automotive Software)	\$62,540.00

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

On motion by Dr. Braun, seconded by Mr. Dudeck and on roll call vote, agenda items C and D as follows:

C. Resolution 2010-11/12-A - IRS Code Section 125 Plan

The Board of Education adopted Resolution 2010-11/12-A IRS Code section 125 Plan as it appears on Addendum #4. (As reviewed by the board attorney.)

D. Medical and Prescription Drug Program Renewal – January 1, 2011 – December 31, 2011

The Board of Education approved the renewals for the medical and prescription drug programs both administered by Horizon Blue Cross/Blue Shield of NJ for the January 1, 2011 through December 31, 2011 contract period.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Smith	X	
Dr. Braun	X	
Mrs. Doyle	X	
Mr. Dudeck	X	
Mr. Hyncik	X	

January Meeting

The next regular meeting of the Somerset County Vocational Board of Education will be held:

January 24, 2011

5:00 p.m.

Somerset County Vocational & Technical Schools

14 Vogt Drive

Bridgewater, New Jersey 08807

Remarks from the Public

- Mr. Jones reported that the annual Santa Breakfast is a fund raiser and community service event coordinated by SkillsUSA and in cooperation with the Parent Advisory Committee.
- Mrs. Wicks announced that a counselor's breakfast to promote the commercial arts/graphic communication program will be held on January 21st at 9:00 a.m. in the Trades Wins restaurant.
- Mr. Maddaluna noted that Geoffrey D. Soriano is the new Somerset County prosecutor; Prosecutor Soriano who is supportive of our Law and Public Safety program and supports sharing services and our students' use of the Police Academy for instructional training.
- Dr. Petrosino reminded the board that the Open House is scheduled for Saturday, February 5th.

Adjournment

On motion by Mrs. Doyle, seconded by Dr. Braun and passed, the meeting adjourned at 5:50 p.m.



Diane Strober

Assistant Superintendent for Business/Board Secretary

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
				\$2,125.00		Total For 6TH REGIONAL HS DANCE FESTIVAL/ 6587	
				\$312.00		Total For ACE GREENHOUSES/ 1028	
				\$62.56		Total For ACE/POST HARDWARE/ 5937	
				\$376.93		Total For ALLOY AMERICA/ 9125	
				\$75.72		Total For ANTHONY AND SONS/ 8767	
				\$103.53		Total For ANYTHING BUT COSTUMES/ 1156	
				\$720.60		Total For APPLIED INDUSTRIAL TECH/ 6863	
				\$186.00		Total For AQUA CHILL PARSIPPANY/ 9316	
				\$110.00		Total For ASSOCIATION FOR CAREER AND/ 4612	
				\$1,530.73		Total For AUTOMATIC DATA PROCESSING/ 5824	
				\$400.00		Total For Alarm & Communication Technologies/ 8002	
				\$8,000.00		Total For Allison Jackson Associates/ 9651	
				\$149.52		Total For BULBTRONICS, INC./ 5604	
				\$199.00		Total For BUREAU OF EDUCATION & RESEARCH/ 1286	
				\$2,486.99		Total For BURMAX COMPANY, INC./ 1283	
				\$84.22		Total For BURRELLESLUCE/ 9297	
				\$398.02		Total For Banc of America Leasing/ 7097	
				\$15,820.00		Total For Banchi Outdoor Adventure/ 7710	
				\$129.45		Total For CANDYLAND C RAFTS/ 7813	
				\$738.66		Total For CAROLINA BIOLOGICAL SUPPLY CO./ 1395	

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
				Total For CAROLYN BRINK/ 8294			\$57.66
				Total For CDW GOVERNMENT/ 6376			\$1,363.50
				Total For CENGAGE LEARNING/ 8570			\$617.08
				Total For CHARLES NECHTEM ASSOC. INC/ 6215			\$849.63
				Total For CMI Printgraphix, Inc/ 9583			\$110.20
				Total For COOPER ELECTRIC/ 6862			\$383.94
				Total For COURIER NEWS/ 1371			\$349.72
				Total For CREAM O LAND DAIRIES/ 7013			\$398.54
				Total For Cross Country Education/ 9660			\$159.00
				Total For DELTA DENTAL PLAN OF/ 1513			\$11,634.19
				Total For DESIGN IMPRESSIONS/ 9130			\$548.00
				Total For DIFRANCESCO,BATEMAN P.C./ 2092			\$5,709.81
				Total For DONNA GRAY/ 7587			\$800.00
				Total For Danielle Conner/ 9662			\$175.00
				Total For David Claudio/ 9667			\$141.00
				Total For E & A RESTAURANT SUPPY/ 6972			\$92.25
				Total For EAST COAST MEDIA & PRINTING/ 9040			\$1,080.00
				Total For EBSCO/ 7975			\$1,410.79
				Total For EFINGERS SPORTING GOODS CO./ 1654			\$606.85
				Total For Ecolab Institutional/ 9675			\$355.63
				Total For FAMILY & COMMUNITY SERVICES OF/ 1850			\$4,381.00

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
	Total For FEDERAL FIRE PROTECTION/ 6405			\$2,141.50			
	Total For FERRIS BROTHERS/ 1725			\$89.75			
	Total For FIRST STUDENT BUS COMPANY/ 5642			\$710.00			
	Total For FULLERTON FORD INC./ 1791			\$48.08			
	Total For Fred Wolf/ 9676			\$1,500.00			
	Total For GASTON AVENUE LAUNDRY/ 1815			\$601.72			
	Total For GRAINGER/ 5875			\$147.99			
	Total For GRAINGER/ 8955			\$3,162.34			
	Total For HERFF JONES, INC/ 5238			\$431.96			
	Total For HOLT MCDOUGAL/ 8746			\$960.90			
	Total For HOME NEWS/ 1938			\$39.59			
	Total For HOME THEATER GROUP/ 6884			\$920.90			
	Total For HUGHES PLUMER & ASSOCIATES/ 1950			\$1,600.00			
	Total For HUSTON LUMBER & SUPPLY/ 5180			\$433.06			
	Total For HUTCHINS HVAC INC./ 8196			\$365.00			
	Total For Hoffman Services INC/ 9653			\$795.00			
	Total For Horizon Blue Cross & Blue Shield/ 8247			\$125,883.86			
	Total For JERSEY SIGN/ 4364			\$300.00			
	Total For JOHNSTONE SUPPLY/ 5873			\$60.25			
	Total For JONES, EDMUND H./ 3692			\$47.08			
	Total For Jim Gallagher/ 9671			\$638.00			

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
				\$171.86			
				\$1,050.00			
				\$1,600.00			
				\$500.00			
				\$1,711.60			
				\$2,500.00			
				\$318.50			
				\$87.98			
				\$10,209.41			
				\$980.00			
				\$608.00			
				\$84.76			
				\$44.02			
				\$2,850.00			
				\$325.25			
				\$1,300.00			
				\$4,790.00			
				\$485.00			
				\$100.00			
				\$4,112.50			
				\$120.00			

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
	Total For NJ SKILLS USA/ 7976			\$400.00			
	Total For NJSBA/ 5751			\$75.00			
	Total For NJSBA-Central Chapter/ 2459			\$75.00			
	Total For NORTHWESTERN MUTUAL LIFE/ 2855			\$674.31			
	Total For National Geographic Store/ 9642			\$30.90			
	Total For National Restaurant Assoc. Solutions/ 9587			\$593.13			
	Total For Nebraska Scientific/ 9629			\$194.90			
	Total For PC MALL GOV, INC/ 4562			\$1,965.00			
	Total For PRG-LIGHTING/ 8889			\$22,894.00			
	Total For PRITCHARD INDUSTRIES/ 5936			\$44,840.74			
	Total For PRO BEAUTY SUPPLY/ 7996			\$723.01			
	Total For PUBLIC SERVICE ELECTRIC &/ 2665			\$43,855.31			
	Total For Parent Advisory(PTA) Committee/ 8305			\$150.00			
	Total For Paul Admas/ 9659			\$900.00			
	Total For Peggy Prezioso/ 9640			\$136.80			
	Total For Production Resource Group, Audio/ 9641			\$1,100.00			
	Total For R and B Supply Company/ 9654			\$257.95			
	Total For RADIO SHACK/ 6435			\$188.94			
	Total For RANDAZZO PASTRY SHOP/ 5729			\$301.12			
	Total For RARITAN VALLEY DISPOSAL/ 4430			\$168.67			
	Total For RICHARD HALL COMMUNITY/ 2848			\$3,887.00			

Somerset County Vocational Board of Ed.

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
POSTED CHECKS							
				Total For RS PHILLIPS STEEL/ 9264		\$4,001.20	
				Total For Randy James/ 7905		\$175.00	
				Total For Royce Brook Golf Course/ 9677		\$50.00	
				Total For SAFETY KLEEN CORPORATION/ 2877		\$379.28	
				Total For SARAH MORELLI-STUTZ/ 8946		\$20.46	
				Total For SCASA/ 4897		\$350.00	
				Total For SHANAHAN'S/ 2912		\$1,410.04	
				Total For SNAP-ON INDUSTRIAL/ 8307		\$431.72	
				Total For SOMERSET CTY VO-TEC PETTY CASH/ 4992		\$318.44	
				Total For SOMERSET CTY. TREASURER/ 2942		\$1,300.30	
				Total For SOMERSET HOME FOR TEMP./ 2946		\$2,295.00	
				Total For SOMERVILLE LUMBER CO./ 2936		\$1,127.00	
				Total For SOUTH JERSEY ENERGY/ 4286		\$4,079.84	
				Total For SSP ARCHITECTURAL GROUP/ 4621		\$16,715.00	
				Total For STAGESTEP/ 3441		\$525.00	
				Total For STATE OF NEW JERSEY/ 3458		\$399.98	
				Total For STUDY ISLAND/ 8301		\$590.00	
				Total For SUPLEE CLOONEY & COMPANY/ 3011		\$39,900.00	
				Total For SYSCO FOOD SERVICE/ 5828		\$9,743.66	
				Total For SYSTEMS 3000, INC./ 4054		\$5,951.00	
				Total For SZYMANSKI, ROBYN/ 4359		\$500.00	

Check Register By Vendor Name

Posted Checks : Selected Cycle : December

POSTED CHECKS

Total For Safeway Contracting, Inc/ 9665	\$107,169.50
Total For School Outfitters/ 9580	\$385.38
Total For Somerset County Print Shop/ 9617	\$43.00
Total For Somerset Cty Culinary Arts/ 8717	\$600.00
Total For Spcial Projects Workshop Inc/ 9658	\$1,200.00
Total For Swamp Systems/ 9670	\$978.00
Total For T & R LANDSCAPING/ 4941	\$2,250.00
Total For TAMS-WITMARK MUSIC LIBRARY/ 3771	\$2,640.75
Total For THUL'S/ 5635	\$1,580.86
Total For TOWNSHIP OF BRIDGEWATER/ 6146	\$520.00
Total For TREASURER SOMERSET COUNTY/ 3099	\$795,244.80
Total For TREASURER, STATE OF NEW JERSEY/ 7998	\$72.00
Total For TRIANGLE COMMUNICATIONS LLC/ 6381	\$718.00
Total For TRISTAN GARRETSON/ 7136	\$500.00
Total For The Folder Store/ 9643	\$1,233.00
Total For Traumatic Loss Coalition for Youth/ 9630	\$95.00
Total For UMDNJ-UBHC/ 7803	\$65.00
Total For UNIFIRST CORPORATION/ 3171	\$104.60
Total For UNIFORMS U.S.A./ 6409	\$796.86
Total For UNITED PARCEL SERVICE/ 3174	\$250.00
Total For US Coachways, Inc/ 9674	\$950.00

Somerset County Vocational Board of Ed.**Check Register By Vendor Name**

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
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POSTED CHECKS

Total For Uni Temp/ 9557	\$2,721.68
Total For VERIZON/ 1251	\$3,822.92
Total For VERIZON BUSINESS/ 8515	\$164.61
Total For VERSATILE PRINTING/ 7993	\$362.00
Total For VISION SERVICE PLAN INC./ 3191	\$2,114.70
Total For Vent Tech/ 4787	\$1,575.00
Total For Verizon Wireless/ 7866	\$587.29
Total For Victor's Air Conditioning/ 3799	\$220.00
Total For W B MASON CO., INC/ 7354	\$330.83
Total For W.B. LAW & SON/ 3808	\$500.18
Total For WARREN MEDICENTER, P.A./ 3816	\$580.00
Total For WEGMANS/ 1465	\$596.31
Total For WOMEN'S HEALTH &COUNSELING CTR/ 3282	\$2,652.00
Total For Welness Community of Central NJ/ 9623	\$25.00
Total For Western Pest Services/ 9146	\$90.00

Somerset County Vocational Board of Ed.**Check Register By Vendor Name**

Posted Checks : Selected Cycle : December

Vendor Name/ Number	Batch Account #	PO #	Invoice #	Check Amount	Check # Date	Check Description	Check Type
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POSTED VOIDED PRIOR CYCLE CHECKS

Total Voided Prior Cycle Checks

\$5,124.97

Total Posted Checks

\$1,392,597.52

Somerset County Vocational Board of Ed.**Check Register By Vendor Name**

Posted Checks : Selected Cycle : December

Fund Summary	Fund	Sub	Computer	Computer	Hand	Hand	Total
	Category	Fund	Checks	Checks Non/AP	Checks	Checks Non/AP	Checks
	10	10		\$542.16		\$35,132.10	\$35,674.26
	10	11	\$252,664.44		\$790,542.94		\$1,043,207.38
	Fund 10	TOTAL	\$252,664.44	\$542.16	\$790,542.94	\$35,132.10	\$1,078,881.64
	20	20	\$61,285.57		\$90,780.72		\$152,066.29
	30	30	\$123,849.50				\$123,849.50
	60	60			\$8,807.31		\$8,807.31
	95	95				\$23,717.09	\$23,717.09
	GRAND	TOTAL	\$437,799.51	\$542.16	\$890,130.97	\$58,849.19	\$1,387,321.83

*** Total Prior Cycle Checks Voided in selected cycle(s):****\$5,124.97****Total Checks from selected cycle(s) voided in the selected cycle(s):****\$150.72**

* Prior Cycle Voids are not included in the above totals.

Field Trips

Thursday, January 13	SkillsUSA State officer meeting Monthly Officer meeting	Sussex Tech Sussex, NJ	\$0.00/student Trans/Bd. of Ed
Friday, January 14	Auto Body/Small Engines A & C shops Technical Training	Automotive Training Ctr. Warminster, PA	\$0.00/student Trans/Bd . of Ed.
Saturday, January 15	TOPS Phys Ed	Strike n Spare Lanes Green Brook, NJ	\$5.00/student Trans/Bd. of Ed.
Wednesday, January 19	Welding/Diesel/Plumbing A Shop Technical Training	Iron Workers Springfield, NJ	\$0.00/student Trans/Bd. of Ed.

PROFESSIONAL DEVELOPMENT REQUESTS
December 20, 2010 BOARD MEETING

	DATE(S)	PARTICIPANTS	REG. FEE	EXPENSES	WORKSHOP DESCRIPTION	LOCATION
1	January 27, 2011	Kim Vasaturo	\$86.00	N/A	Arthritis, Back Ache, and Bone Disease Seminar	Edison, NJ
2.						
2						
3						
4						
5						
6						
7						

12/8 7:35am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
General Fund - Fund 10 (including 16 & 17)
Interim Balance Sheet
For 5 Month Period Ending 11/30/2010

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		\$821,530.28
121	Tax levy receivable		\$6,468,979.00
	Accounts receivable:		
132	Interfund	\$156,082.29	
141	Intergovernmental - State	\$610,358.98	
			\$766,441.27

--- R E S O U R C E S ---

301	Estimated Revenues	\$13,342,433.00	
302	Less Revenues	(\$12,860,745.04)	
			\$481,687.96

Total assets and resources

\$8,538,638.51

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
General Fund - Fund 10 (including 16 & 17)
Interim Balance Sheet
For 5 Month Period Ending 11/30/2010

LIABILITIES AND FUND EQUITY

--- L I A B I L I T I E S ---

421	Accounts Payable	\$1,900.00
	Other current liabilities	\$27,511.08
TOTAL LIABILITIES		\$29,411.08

FUND BALANCE

--- App r o p r i a t e d ---

753	Reserve for encumbrances - Current Year	\$7,133,854.94
	Reserved fund balance:	
760	Reserved Fund Balance	\$257,029.96
601	Appropriations	\$13,645,070.00
602	Less : Expenditures	\$5,141,137.02
603	Encumbrances	\$7,133,854.94 (\$12,274,991.96)
		\$1,370,078.04
	Total Appropriated	\$8,760,962.94

--- U n a p p r o p r i a t e d ---

770	Fund Balance	\$50,901.49
303	Budgeted Fund Balance	(\$302,637.00)
	TOTAL FUND BALANCE	\$8,509,227.43
	TOTAL LIABILITIES AND FUND EQUITY	\$8,538,638.51

RECAPITULATION OF FUND BALANCE:

	Budgeted	Actual	Variance
Appropriations	\$13,645,070.00	\$12,274,991.96	\$1,370,078.04
Revenues	(\$13,342,433.00)	(\$12,860,745.04)	(\$481,687.96)
	\$302,637.00	(\$585,753.08)	\$888,390.08
Less: Adjust for prior year encumb.	\$0.00	\$0.00	
Budgeted Fund Balance	\$302,637.00	(\$585,753.08)	\$888,390.08

Recapitulation of Budgeted Fund Balance by Subfund

Fund 10 (includes 10, 11, 12, and 13)	\$302,637.00	(\$585,753.08)	\$888,390.08
Fund 16 (Restricted ARRA-ESF)	\$0.00	\$0.00	\$0.00
Fund 17 (Restricted ARRA-GSF)	\$0.00	\$0.00	\$0.00
TOTAL Budgeted Fund Balance	\$302,637.00	(\$585,753.08)	\$888,390.08

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 5 Month Period Ending 11/30/2010

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***					
1XXX	From Local Sources	\$12,282,014.00	\$11,800,326.04		\$481,687.96
3XXX	From State Sources	\$1,060,419.00	\$1,060,419.00		.00
TOTAL REVENUE/SOURCES OF FUNDS		\$13,342,433.00	\$12,860,745.04		\$481,687.96
*** EXPENDITURES ***					AVAILABLE BALANCE
		APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	
--- CURRENT EXPENSE ---					
11-1XX-100-XXX	Regular Programs - Instruction	\$1,252,387.00	\$423,349.91	\$797,552.01	\$31,485.08
11-230-X00-XXX	Basic Skills - Remedial Instruction	\$89,000.00	\$26,178.43	\$59,083.00	\$3,738.57
11-240-X00-XXX	Bilingual Education - Instruction	\$58,000.00	\$17,053.50	\$39,791.50	\$1,155.00
11-3XX-100-XXX	Voc. Programs - Local - Instruction	\$3,234,918.14	\$956,283.39	\$1,970,309.44	\$308,325.31
11-401-100-XXX	School-Spon. Cocurr. Acti-Instr	\$54,000.00	\$20,771.32	\$29,115.93	\$4,112.75
11-402-100-XXX	School-Spons. Athletics - Instruction	\$58,372.00	\$18,521.50	\$29,884.37	\$9,966.13
--- UNDISTRIBUTED EXPENDITURES ---					
11-800-330-XXX	Community Services Programs-				
11-000-213-XXX	Health Services	\$151,900.00	\$64,652.97	\$82,737.66	\$4,509.37
11-000-218-XXX	Guidance	\$481,676.00	\$201,922.78	\$279,567.82	\$185.40
11-000-219-XXX	Child Study Teams	\$169,500.00	\$89,079.57	\$75,618.20	\$4,802.23
11-000-221-XXX	Improvement Of Inst./Other Support				
	Improvement of Inst. Serv.	\$310,900.00	\$145,015.12	\$147,221.72	\$18,663.16
11-000-222-XXX	Educational Media Serv/School Library	\$209,000.00	\$76,009.02	\$121,075.67	\$11,915.31
11-000-223-XXX	Instructional Staff Training Services	\$13,000.00	\$7,543.05	\$4,408.26	\$1,048.69
11-000-230-XXX	Supp. Serv.-General Administration	\$549,993.00	\$214,924.83	\$297,234.59	\$37,833.58
11-000-240-XXX	Supp. Serv.-School Administration	\$795,979.00	\$290,082.95	\$474,641.24	\$31,254.81
11-000-25X-XXX	Central Serv & Admin. Inform. Tech.	\$635,000.00	\$283,138.28	\$328,581.81	\$23,279.91
11-000-261-XXX	Allowable Maint. for School Facilities	\$950,744.00	\$370,796.12	\$454,338.92	\$125,608.96
11-000-262-XXX	Custodial Services	\$1,253,000.00	\$530,687.54	\$679,891.89	\$42,420.57
11-000-263-XXX	Care and Upkeep of Grounds	\$14,500.00	\$7,610.00	\$5,925.00	\$965.00
11-000-266-XXX	Security	\$111,120.00	\$43,481.97	\$67,218.56	\$419.47
11-000-270-XXX	Student Transportation Services	\$118,600.00	\$27,289.88	\$26,125.37	\$65,184.75
11-000-291-XXX	Allocated and Unallocated Benefits	\$2,847,418.00	\$1,271,575.68	\$1,091,665.19	\$484,177.13
TOTAL GENERAL CURRENT EXPENSE					
EXPENDITURES/USES OF FUNDS		\$13,359,007.14	\$5,085,967.81	\$7,061,988.15	\$1,211,051.18

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 GENERAL FUND - FUND 10 (including 16 & 17)
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 5 Month Period Ending 11/30/2010

*** EXPENDITURES - cont'd ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** CAPITAL OUTLAY ***				
12-XXX-XXX-73X Equipment	\$44,875.86	\$0.00	\$38,395.00	\$6,480.86
12-000-4XX-XXX Facilities acquisition & constr. serv.	\$152,546.00	.00	.00	\$152,546.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
 TOTAL CAP OUTLAY EXPEND./USES OF FUNDS	 \$197,421.86	 \$0.00	 \$38,395.00	 \$159,026.86
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** SPECIAL SCHOOLS ***				
13-422-100-XXX Summer school -instruction	\$77,985.00	\$52,505.19	\$25,479.81	.00
13-422-200-XXX Summer school-support serv	\$10,656.00	\$2,664.02	\$7,991.98	.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
 TOTAL SPECIAL SCHOOLS EXPENDITURES/USES OF FUNDS	 \$88,641.00	 \$55,169.21	 \$33,471.79	 \$0.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
 TOTAL GENERAL FUND EXPENDITURES	 \$13,645,070.00	 \$5,141,137.02	 \$7,133,854.94	 \$1,370,078.04
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
SCHEDULE OF REVENUES
ACTUAL COMPARED WITH ESTIMATED
For 5 Month Period Ending 11/30/2010

		ESTIMATED	ACTUAL	UNREALIZED
		<u> </u>	<u> </u>	<u> </u>
--- LOCAL SOURCES ---				
1210	Local Tax Levy	\$11,325,234.00	\$11,325,234.00	.00
1310	Tuition- From LEA's	\$682,280.00	\$287,313.20	\$394,966.80
1XXX	Miscellaneous	\$274,500.00	\$187,778.84	\$86,721.16
		<u> </u>	<u> </u>	<u> </u>
	TOTAL	\$12,282,014.00	\$11,800,326.04	\$481,687.96
		<u> </u>	<u> </u>	<u> </u>
--- STATE SOURCES ---				
3132	Categorical Special Education Aid	\$266,810.00	\$266,810.00	.00
3176	Equalization	\$603,031.00	\$603,031.00	.00
3177	Categorical Security	\$63,317.00	\$63,317.00	.00
3178	Adjustment Aid	\$127,261.00	\$127,261.00	.00
		<u> </u>	<u> </u>	<u> </u>
	TOTAL	\$1,060,419.00	\$1,060,419.00	\$0.00
		<u> </u>	<u> </u>	<u> </u>
	TOTAL REVENUES/SOURCES OF FUNDS	\$13,342,433.00	\$12,860,745.04	\$481,687.96
		<u> </u>	<u> </u>	<u> </u>

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
*** GENERAL CURRENT EXPENSE ***				
--- REGULAR PROGRAMS - INSTRUCTION ---				
11-140-100-101 Salaries of Teachers	\$1,129,182.00	\$377,923.70	\$746,058.30	\$5,200.00
11-140-100-106 Other Salaries for Instruction	\$45,705.00	\$2,228.82	\$43,476.18	.00
11-140-100-500 Other Purchased Services	\$5,500.00	\$966.13	.00	\$4,533.87
11-140-100-610 General Supplies	\$48,000.00	\$23,991.08	\$3,395.26	\$20,613.66
11-140-100-640 Textbooks	\$17,000.00	\$16,712.68	.00	\$287.32
11-140-100-800 Other Objects	\$5,000.00	\$1,425.50	\$2,724.27	\$850.23
--- Regular programs - Home Instruction ---				
11-150-100-101 Salaries of Teachers	\$2,000.00	\$102.00	\$1,898.00	\$0.00
TOTAL	\$1,252,387.00	\$423,349.91	\$797,552.01	\$31,485.08
--- Basic skills/remedial-Instruction ---				
11-230-100-101 Salaries of Teachers	\$85,000.00	\$25,917.00	\$59,083.00	\$0.00
11-230-100-610 General Supplies	\$4,000.00	\$261.43	.00	\$3,738.57
TOTAL	\$89,000.00	\$26,178.43	\$59,083.00	\$3,738.57
--- Bilingual education-Instruction ---				
11-240-100-101 Salaries of Teachers	\$58,000.00	\$17,053.50	\$39,791.50	\$1,155.00
TOTAL	\$58,000.00	\$17,053.50	\$39,791.50	\$1,155.00
--- Regular Vocational Programs - Instruction ---				
11-310-100-101 Salaries of Teachers	\$2,517,324.00	\$762,471.23	\$1,754,852.77	\$0.00
11-310-100-320 Purchased Prof.-Ed. Services	\$143,000.00	.00	.00	\$143,000.00
11-310-100-500 Other Purchased Services	\$21,000.00	\$3,678.74	\$6,589.32	\$10,731.94
11-310-100-610 General Supplies	\$272,125.00	\$81,891.76	\$55,039.67	\$135,193.57
11-310-100-640 Textbooks	\$19,000.00	\$18,344.48	.00	\$655.52
11-310-100-800 Other Objects	\$7,000.00	\$4,380.00	\$1,740.00	\$880.00
Total	\$2,979,449.00	\$870,766.21	\$1,818,221.76	\$290,461.03
--- Special Vocational Programs - Instruction ---				
11-320-100-101 Salaries of Teachers	\$207,345.00	\$62,203.50	\$145,141.50	\$0.00
11-320-100-500 Other Purchased Services	\$2,000.00	\$1,235.85	\$318.50	\$445.65
11-320-100-610 General Supplies	\$39,124.14	\$15,294.32	\$6,627.68	\$17,202.14
11-320-100-640 Textbooks	\$7,000.00	\$6,783.51	.00	\$216.49

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
Total	\$255,469.14	\$85,517.18	\$152,087.68	\$17,864.28
--- School spons.cocurricular activities-Instruction ---				
11-401-100-100 Salaries	\$41,000.00	\$11,884.07	\$29,115.93	.00
11-401-100-600 Supplies and Materials	\$13,000.00	\$8,887.25	.00	\$4,112.75
TOTAL	\$54,000.00	\$20,771.32	\$29,115.93	\$4,112.75
--- School sponsored athletics-Instruct. ---				
11-402-100-100 Salaries	\$43,012.00	\$13,945.98	\$29,066.02	.00
11-402-100-500 Purchased Services	\$10,000.00	\$2,185.50	\$211.50	\$7,603.00
11-402-100-600 Supplies and Materials	\$5,360.00	\$2,390.02	\$606.85	\$2,363.13
TOTAL	\$58,372.00	\$18,521.50	\$29,884.37	\$9,966.13
--- UNDISTRIBUTED EXPENDITURES ---				
--- Health services ---				
11-000-213-100 Salaries	\$131,000.00	\$51,709.30	\$79,290.70	.00
11-000-213-300 Purchased Prof. & Tech. Svc.	\$14,500.00	\$9,409.63	\$581.00	\$4,509.37
11-000-213-600 Supplies and Materials	\$6,000.00	\$3,359.04	\$2,640.96	.00
11-000-213-800 Other Objects	\$400.00	\$175.00	\$225.00	.00
TOTAL	\$151,900.00	\$64,652.97	\$82,737.66	\$4,509.37
--- Guidance ---				
11-000-218-104 Salaries Other Prof. Staff	\$385,676.00	\$161,428.58	\$224,247.42	.00
11-000-218-105 Sal Secy. & Clerical Asst.	\$95,000.00	\$39,679.60	\$55,320.40	.00
11-000-218-600 Supplies and Materials	\$1,000.00	\$814.60	.00	\$185.40
TOTAL	\$481,676.00	\$201,922.78	\$279,567.82	\$185.40
--- Child Study Teams ---				
11-000-219-104 Salaries Other Prof. Staff	\$103,000.00	\$53,077.63	\$49,922.37	.00
11-000-219-105 Sal Secy. & Clerical Asst.	\$55,000.00	\$30,392.69	\$24,607.31	.00
11-000-219-390 Other Purch. Prof. & Tech Svc.	\$5,000.00	\$1,580.00	.00	\$3,420.00
11-000-219-500 Other Purchased Services	\$1,000.00	\$740.97	\$40.92	\$218.11
11-000-219-600 Supplies and Materials	\$2,000.00	\$1,271.79	\$727.74	\$0.47
11-000-219-800 Other Objects	\$3,500.00	\$2,016.49	\$319.86	\$1,163.65

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL	\$169,500.00	\$89,079.57	\$75,618.20	\$4,802.23
--- Improvement of instr.serv/other supp serv-inst staff ---				
11-000-221-102 Salaries Superv. of Instr.	\$73,200.00	\$54,991.36	\$18,208.64	.00
11-000-221-104 Salaries Other Prof. Staff	\$158,000.00	\$59,235.80	\$82,930.20	\$15,834.00
11-000-221-105 Sal Secr. & Clerical Asst.	\$69,200.00	\$24,855.12	\$44,109.88	\$235.00
11-000-221-500 Other Purchased Services	\$5,000.00	\$4,800.00	\$198.00	\$2.00
11-000-221-600 Supplies and Materials	\$2,500.00	\$439.84	.00	\$2,060.16
11-000-221-800 Other Objects	\$3,000.00	\$693.00	\$1,775.00	\$532.00
TOTAL	\$310,900.00	\$145,015.12	\$147,221.72	\$18,663.16
--- Educational media serv./sch.library ---				
11-000-222-100 Salaries	\$98,000.00	\$29,454.00	\$68,546.00	.00
11-000-222-177 Salaries of Technology Coordinators	\$82,000.00	\$33,958.30	\$47,541.70	\$500.00
11-000-222-500 Other Purchased Services	\$4,000.00	\$3,077.50	.00	\$922.50
11-000-222-600 Supplies and Materials	\$21,000.00	\$7,158.72	\$3,376.17	\$10,465.11
11-000-222-800 Other Objects	\$4,000.00	\$2,360.50	\$1,611.80	\$27.70
TOTAL	\$209,000.00	\$76,009.02	\$121,075.67	\$11,915.31
--- Instructional Staff Training Services ---				
11-000-223-500 Other Purchased Services	\$11,000.00	\$7,159.79	\$3,803.00	\$37.21
11-000-223-600 Supplies and Materials	\$2,000.00	\$383.26	\$605.26	\$1,011.48
TOTAL	\$13,000.00	\$7,543.05	\$4,408.26	\$1,048.69
--- Support services-general administration ---				
11-000-230-100 Salaries	\$300,000.00	\$121,198.69	\$178,801.31	\$0.00
11-000-230-331 Legal Services	\$73,873.00	\$15,816.60	\$44,183.40	\$13,873.00
11-000-230-332 Audit Fees	\$39,000.00	.00	\$39,000.00	.00
11-000-230-339 Other Purchased Prof. Svc.	\$3,000.00	\$3,000.00	.00	.00
11-000-230-530 Communications/Telephone	\$78,000.00	\$42,034.16	\$27,288.24	\$8,677.60
11-000-230-590 Other Purchased Services	\$3,000.00	\$2,624.03	\$49.90	\$326.07
11-000-230-610 General Supplies	\$11,000.00	\$10,511.50	.00	\$488.50
11-000-230-630 BOE In-House Training/Meeting Supplies	\$3,500.00	\$508.45	\$104.00	\$2,887.55
11-000-230-890 Misc. Expenditures	\$31,000.00	\$12,481.65	\$6,947.74	\$11,570.61
11-000-230-895 BOE Membership Dues and Fees	\$7,620.00	\$6,749.75	\$860.00	\$10.25
TOTAL	\$549,993.00	\$214,924.83	\$297,234.59	\$37,833.58

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
--- Support services-school administration ---				
11-000-240-103 Salaries Princ./Asst. Princ.	\$558,000.00	\$221,928.88	\$312,106.12	\$23,965.00
11-000-240-104 Salaries Other Prof. Staff	\$115,479.00	\$13,747.84	\$101,731.16	.00
11-000-240-105 Sal Secr. & Clerical Asst.	\$77,000.00	\$39,800.29	\$37,199.71	.00
11-000-240-11X Other Salaries	\$20,000.00	\$50.75	\$19,949.25	.00
11-000-240-500 Other Purchased Services	\$14,500.00	\$12,970.78	\$997.00	\$532.22
11-000-240-600 Supplies and Materials	\$8,000.00	\$1,156.41	\$258.00	\$6,585.59
11-000-240-800 Other Objects	\$3,000.00	\$428.00	\$2,400.00	\$172.00
TOTAL	\$795,979.00	\$290,082.95	\$474,641.24	\$31,254.81
--- Central Services ---				
11-000-251-100 Salaries	\$400,000.00	\$158,647.12	\$226,784.99	\$14,567.89
11-000-251-330 Purchased Prof. Svcs.	\$28,000.00	\$8,774.38	\$18,607.54	\$618.08
11-000-251-340 Purchased Technical Svcs.	\$16,000.00	\$7,001.00	\$7,380.00	\$1,619.00
11-000-251-600 Supplies and Materials	\$7,000.00	\$3,453.78	\$3,520.90	\$25.32
11-000-251-890 Other Objects	\$6,000.00	\$1,340.00	.00	\$4,660.00
TOTAL	\$457,000.00	\$179,216.28	\$256,293.43	\$21,490.29
--- Admin. Info. Technology ---				
11-000-252-100 Salaries	\$131,000.00	\$60,713.12	\$70,286.88	.00
11-000-252-500 Other Pur Serv. (400-500 series)	\$31,000.00	\$29,009.16	\$638.00	\$1,352.84
11-000-252-600 Supplies and Materials	\$16,000.00	\$14,199.72	\$1,363.50	\$436.78
TOTAL	\$178,000.00	\$103,922.00	\$72,288.38	\$1,789.62
--- Allowable Maint.for School Facilities ---				
11-000-261-100 Salaries	\$599,344.00	\$234,409.26	\$364,934.74	.00
11-000-261-420 Cleaning, Repair & Maint. Svc.	\$315,400.00	\$121,892.17	\$87,407.07	\$106,100.76
11-000-261-610 General Supplies	\$26,000.00	\$10,141.54	\$1,787.11	\$14,071.35
11-000-261-800 Other Objects	\$10,000.00	\$4,353.15	\$210.00	\$5,436.85
TOTAL	\$950,744.00	\$370,796.12	\$454,338.92	\$125,608.96
11-000-262-420 Cleaning, Repair & Maint. Svc.	\$280,000.00	\$90,466.48	\$179,362.95	\$10,170.57
11-000-262-490 Other Purchased Property Svc.	\$49,000.00	\$22,851.61	\$26,148.39	.00
11-000-262-520 Insurance	\$204,000.00	\$170,632.00	\$33,118.00	\$250.00
11-000-262-621 Energy (Natural Gas)	\$380,000.00	\$228,474.97	\$119,525.03	\$32,000.00
11-000-262-622 Energy (Electricity)	\$340,000.00	\$18,262.48	\$321,737.52	.00
TOTAL	\$1,253,000.00	\$530,687.54	\$679,891.89	\$42,420.57

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
--- Care and Upkeep of Grounds ---				
11-000-263-420 Cleaning, Repair, & Maintenance Serv.	\$14,500.00	\$7,610.00	\$5,925.00	\$965.00
TOTAL	\$14,500.00	\$7,610.00	\$5,925.00	\$965.00
--- Security ---				
11-000-266-100 Salaries	\$111,120.00	\$43,481.97	\$67,218.56	\$419.47
TOTAL	\$111,120.00	\$43,481.97	\$67,218.56	\$419.47
--- Student transportation services ---				
11-000-270-162 Sal.pupil trans(Other than Bet Home & Sch)	\$34,000.00	\$11,148.63	\$22,851.37	.00
11-000-270-420 Cleaning, Repair & Maint. Svc.	\$3,000.00	.00	.00	\$3,000.00
11-000-270-512 Contr Svc(other btw home & sch)-vendors	\$39,000.00	\$2,300.00	\$500.00	\$36,200.00
11-000-270-514 Contract Svc (spec.ed.)-vendors	\$13,000.00	.00	.00	\$13,000.00
11-000-270-517 Contract Svc (reg std) - ESCs	\$9,600.00	\$1,571.00	.00	\$8,029.00
11-000-270-593 Misc. Purchased Svc.- Transp.	\$15,000.00	\$12,226.00	\$2,774.00	.00
11-000-270-610 General Supplies	\$2,000.00	\$44.25	.00	\$1,955.75
11-000-270-800 Misc. Expenditures	\$3,000.00	.00	.00	\$3,000.00
TOTAL	\$118,600.00	\$27,289.88	\$26,125.37	\$65,184.75
--- Benefits ---				
11-XXX-XXX-220 Social Security Contributions	\$154,120.00	\$94,604.97	\$59,515.03	.00
11-XXX-XXX-241 Other Retirement Contrb. - Regular	\$333,000.00	.00	.00	\$333,000.00
11-XXX-XXX-250 Unemployment Compensation	\$31,000.00	\$6,255.99	\$24,744.01	.00
11-XXX-XXX-260 Workman's Compensation	\$104,000.00	.00	\$104,000.00	.00
11-XXX-XXX-270 Health Benefits	\$1,857,298.00	\$805,060.00	\$902,426.15	\$149,811.85
11-XXX-XXX-280 Tuition Reimbursement	\$18,000.00	\$15,654.72	\$980.00	\$1,365.28
11-XXX-XXX-290 Other Employee Benefits	\$350,000.00	\$350,000.00	.00	.00
TOTAL	\$2,847,418.00	\$1,271,575.68	\$1,091,665.19	\$484,177.13
Total Undistributed expenditures	\$8,612,330.00	\$3,623,809.76	\$4,136,251.90	\$852,268.34
*** TOTAL CURRENT EXPENSE EXPENDITURES ***	\$13,359,007.14	\$5,085,967.81	\$7,061,988.15	\$1,211,051.18
*** TOTAL CURRENT EXPENSE EXPENDITURES & TRANSFERS ***	\$13,359,007.14	\$5,085,967.81	\$7,061,988.15	\$1,211,051.18

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
*** CAPITAL OUTLAY ***				
Special education - instruction				
12-310-100-730 Regular Voc. programs	\$44,875.86	.00	\$38,395.00	\$6,480.86
Undistributed exp. - student transportation				
12-XXX-X00-730 Special schools (all programs)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$44,875.86	\$0.00	\$38,395.00	\$6,480.86
--- Facilities acquisition and construction services ---				
12-000-400-334 Architectural/Engineering Services	\$10,000.00	.00	.00	\$10,000.00
12-000-400-450 Construction services	\$117,000.00	.00	.00	\$117,000.00
12-000-400-800 Other objects	\$25,546.00	.00	.00	\$25,546.00
Facilitis. Acqstn. Const. Sevr. -- TOTAL --	\$152,546.00	\$0.00	\$0.00	\$152,546.00
TOTAL	\$152,546.00	\$0.00	\$0.00	\$152,546.00
TOTAL CAPITAL OUTLAY EXPENDITURES	\$197,421.86	\$0.00	\$38,395.00	\$159,026.86
*** SPECIAL SCHOOLS ***				
--- Summer school - Instruction ---				
13-422-100-101 Salaries of Teachers	\$61,686.00	\$46,495.72	\$15,190.28	\$0.00
13-422-100-106 Other salaries for instruction	\$16,299.00	\$6,009.47	\$10,289.53	.00
TOTAL	\$16,299.00	\$6,009.47	\$10,289.53	\$0.00
--- Summer school - support services ---				
13-422-200-100 Salaries	\$10,656.00	\$2,664.02	\$7,991.98	.00
TOTAL	\$10,656.00	\$2,664.02	\$7,991.98	\$0.00
TOTAL SUMMER SCHOOL	\$88,641.00	\$55,169.21	\$33,471.79	\$0.00
TOTAL SPECIAL SCHOOLS EXPENDITURES	\$88,641.00	\$55,169.21	\$33,471.79	\$0.00

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10 (including 16 & 17)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 5 Month Period Ending 11/30/2010

	Appropriations	Expenditures	Encumbrances	Available Balance
*** EDUCATION STABILIZATION FUND **				
*** GOVERNMENT SERVICES FUND **				
TOTAL GENERAL FUND EXPENDITURES	\$13,645,070.00	\$5,141,137.02	\$7,133,854.94	\$1,370,078.04

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

For 5 Month Period Ending 11/30/2010

I, Diane Strober, Board Secretary/Business Administrator

certify that no line item account has encumbrances and expenditures,

which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a).



Board Secretary/Business Administrator

11/30/10

Date

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 5 Month Period Ending 11/30/10

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		(\$49,139.31)
	Accounts receivable:		
132	Interfund	\$12,064.15	
141	Intergovernmental - State	\$7,883.92	
142	Intergovernmental - Federal	(\$16,000.00)	
			\$3,948.07

--- R E S O U R C E S ---

301	Estimated Revenues	\$1,090,893.05	
302	Less Revenues	(\$337,216.18)	
			\$753,676.87
	Total assets and resources		\$708,485.63

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 5 Month Period Ending 11/30/10

LIABILITIES AND FUND EQUITY

--- LIABILITIES ---

411	Intergovernmental accounts payable - State		(\$3,271.67)
421	Accounts Payable		\$9,350.00
481	Deferred revenues		(\$3,230.42)
	Other current liabilities		(\$418.74)
TOTAL LIABILITIES			<u>\$2,429.17</u>

FUND BALANCE

--- Appropriated ---

753	Reserve for encumbrances - Current Year		\$560,237.50
754	Reserve for encumbrances - Prior Year		\$4,075.00
601	Appropriations	\$1,090,892.45	
602	Less: Expenditures	\$388,911.59	
603	Encumbrances	\$560,237.50	(\$949,149.09)
			<u>\$141,743.36</u>
TOTAL FUND BALANCE			<u>\$706,055.86</u>
TOTAL LIABILITIES AND FUND EQUITY			<u>\$708,485.03</u>

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 5 Month Period Ending 11/30/10

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				
1XXX From Local Sources	\$171,300.00	\$129,700.00		\$41,600.00
3XXX From State Sources	\$494,522.05	\$207,516.18		\$287,005.87
4XXX From Federal Sources	\$425,071.00	.00		\$425,071.00
TOTAL REVENUE/SOURCES OF FUNDS	\$1,090,893.05	\$337,216.18		\$753,676.87
				AVAILABLE
*** EXPENDITURES ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	BALANCE
LOCAL PROJECTS:	\$171,300.00	\$78,846.72	\$40,676.20	\$51,777.08
STATE PROJECTS:				
Vocational education	\$146,194.80	\$45,200.37	\$71,740.00	\$29,254.43
Other special projects	\$348,326.65	\$180,964.93	\$157,391.25	\$9,970.47
TOTAL STATE PROJECTS	\$494,521.45	\$226,165.30	\$229,131.25	\$39,224.90
FEDERAL PROJECTS:				
NCLB Title I	\$43,844.00	\$11,812.23	\$4,926.61	\$27,105.16
NCLB Title II - Part A/D	\$11,232.00	\$1,779.90	\$2,692.45	\$6,759.65
I.D.E.A. Part B (Handicapped)	\$100,746.00	\$29,987.44	\$59,977.79	\$10,780.77
Vocational Education	\$269,249.00	\$40,320.00	\$222,833.20	\$6,095.80
TOTAL FEDERAL PROJECTS	\$425,071.00	\$83,899.57	\$290,430.05	\$50,741.38
*** TOTAL EXPENDITURES ***	\$1,090,892.45	\$388,911.59	\$560,237.50	\$141,743.36

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

For 5 Month Period Ending 11/30/10

I, Diane Strober, Board Secretary/Business Administrator
certify that no line item account has encumbrances and expenditures,
which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a).



Board Secretary/Business Administrator

11/30/10

Date

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Capital Projects Fund - Fund 30
Interim Balance Sheet
For 5 Month Period Ending 11/30/10

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		\$275,094.17
	Accounts receivable:		
140	Intergovernmental - Accts. Recvble.	\$941,015.65	
			\$941,015.65
	Other Current Assets		\$1,939,428.47

--- R E S O U R C E S ---

301	Estimated Revenues	\$2,046,929.75	
302	Less Revenues	(\$71,230.00)	
			\$1,975,699.75
	Total assets and resources		\$5,131,238.04

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Capital Projects Fund - Fund 30
Interim Balance Sheet
For 5 Month Period Ending 11/30/10

LIABILITIES AND FUND EQUITY

--- LIABILITIES ---

402	Interfund accounts payable	\$151,002.87
TOTAL LIABILITIES		\$151,002.87

FUND BALANCE

--- Appropriated ---

753	Reserve for encumbrances - Current Year	\$258,240.00
601	Appropriations	\$2,059,158.50
602	Less : Expenditures	\$87,461.05
603	Encumbrances	\$258,240.00 (\$345,701.05)
		\$1,713,457.45
	Total Appropriated	\$1,971,697.45

--- Unappropriated ---

770	Fund balance	\$3,008,537.72
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TOTAL FUND BALANCE	\$4,980,235.17
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TOTAL LIABILITIES AND FUND EQUITY	\$5,131,238.04
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REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 Capital Projects Fund - Fund 30
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 5 Month Period Ending 11/30/10

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				
Other	\$2,046,929.75	\$71,230.00		\$1,975,699.75
TOTAL REVENUE/SOURCES OF FUNDS	\$2,046,929.75	\$71,230.00		\$1,975,699.75
*** EXPENDITURES ***				

Facilities acquisition and constr. serv. ---				
30-000-4XX-450 Construction services	\$2,059,158.50	\$87,461.05	\$258,240.00	\$1,713,457.45
Total fac.acq.and constr. serv.	\$2,059,158.50	\$87,461.05	\$258,240.00	\$1,713,457.45
TOTAL EXPENDITURES	\$2,059,158.50	\$87,461.05	\$258,240.00	\$1,713,457.45
*** TOTAL EXPENDITURES AND TRANSFERS	\$2,059,158.50	\$87,461.05	\$258,240.00	\$1,713,457.45

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

For 5 Month Period Ending 11/30/10

I, Diane Strober, Board Secretary/Business Administrator
certify that no line item account has encumbrances and expenditures,
which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a).



Board Secretary/Business Administrator

11/30/10

Date

**Report of the Treasurer
To The Board of Education**

**District of Somerset County Vocational
All Funds
For Month Ended: November 30, 2010**

CASH REPORT

FUNDS	(1)	(2)	(3)	(4)
Governmental Funds	Adjusted Beginning Balance	Deposits	Disbursements	Ending Balance
General Fund (10)	\$411,647.10	\$1,485,571.87	-\$1,075,688.69	\$821,530.28
ARRA-ESF Fund (16)	\$0.00	\$0.00	\$0.00	\$0.00
ARRA-GSF Fund (17)	\$0.00	\$0.00	\$0.00	\$0.00
Special Revenue Fund (20)	-\$3,713.55	\$40,777.60	-\$86,203.36	-\$49,139.31
Capital Project Fund (30)	\$274,244.17	\$850.00	\$0.00	\$275,094.17
Debt Services Fund (40)	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Fund (61)	\$78,813.49	\$0.00	\$0.00	\$78,813.49
Total Governmental Funds	\$760,991.21	\$1,527,199.47	-\$1,161,892.05	\$1,126,298.63
Enterprise Fund (60) Cafeteria	\$101,946.48	\$15,362.28	-\$32,441.93	\$84,866.83
Payroll Fund (70)	\$0.00	\$498,211.64	-\$498,211.64	\$0.00
Agency Fund (71)	\$18,831.83	\$311,743.44	-\$302,279.63	\$28,295.64
Total Trust & Agency	\$120,778.31	\$825,317.36	-\$832,933.20	\$113,162.47
Grand Total for all Funds	\$881,769.52	\$2,352,516.83	-\$1,994,825.25	\$1,239,461.10
				\$1,239,461.10

Prepared and submitted by:

Michelle Fresco

Treasurer of School Monies

12/16/2010

Date

**Bank Reconciliation
for all General Funds
Account #01-1199
November 30, 2010**

General Funds Books:

Beginning Balance	\$ 760,991.21
Deposits	\$ 1,527,199.47
Less: Disbursements	\$ (1,161,892.05)
Ending Balance per Books	<u>\$ 1,126,298.63</u>

Bank:

Ending Balance	\$ 1,227,255.56
Less: Outstanding Checks	\$ (100,981.93)
Bank Adjustment (Stop Payment)	\$ 25.00
Ending Balance per Bank	<u>\$ 1,126,298.63</u>

**Bank Reconciliation
for Payroll
Account #19306
November 30, 2010**

Payroll Books:

Beginning Balance	\$0.00
Deposits	\$ 498,211.64
Less: Disbursements	<u>\$ (498,211.64)</u>
Ending Balance per Books	<u><u>\$0.00</u></u>

Bank:

Ending Balance	\$ 39,571.19
Less: Outstanding Checks	<u>\$ (39,571.19)</u>
Ending Balance per Bank	<u><u>\$0.00</u></u>

**Bank Reconciliation
for Agency
Account #19311
November 30, 2010**

Agency Books:

Beginning Balance	\$18,831.83
Deposits	\$ 311,743.44
Less: Disbursements	\$ (311,743.44)
Summer Pay (Amount Held)	\$ 9,463.81
Ending Balance per Books	<u>\$28,295.64</u>

Bank:

Bank Ending Balance	\$ 28,323.61
Outstanding Checks	\$ (27.97)
Ending Balance per Bank	<u>\$ 28,295.64</u>

**Bank Reconciliation
for Enterprise Fund(60)
Account #01-1253
November 30, 2010**

Enterprise Fund Books:

Beginning Balance	\$ 101,946.48
Deposits	\$ 15,362.28
Less: Disbursements	<u>\$ (32,441.93)</u>
Ending Balance per Books	<u><u>\$ 84,866.83</u></u>

Bank:

Ending Balance	<u>\$ 84,866.83</u>
Ending Balance per Bank	<u><u>\$ 84,866.83</u></u>

Somerset County Vocational and Technical Schools

SECTION 125 PLAN

Effective June 1, 2009

DRAFT

****This document has been prepared by Conner Strong as a model plan document to assist an employer in implementing an Internal Revenue Code Section 125 plan. Certain Articles and Sections may need to be customized based upon the benefits and eligibility features of an employer. Nothing contained in this document is intended to constitute legal advice as to whether any program offered by an employer constitutes an Internal Revenue Code Section 125 plan.**

Board Approved 12/20/10

ARTICLE I
ESTABLISHMENT AND PURPOSE OF THE PLAN

The Company has established the Plan for the purpose of providing those employees of the Company who are eligible to participate in the Plan with a choice between receiving cash (in the form of unreduced compensation or taxable benefits treated as cash) or of receiving certain Benefits under such health benefit arrangements as may be in effect for the Company's employees from time to time (the "Health Care Program"). It is the Company's intention that the Plan qualify as a "cafeteria plan" as that term is defined in Section 125(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code") and that the health care benefits offered under the Plan qualify for exclusion from the gross income of participating employees under Code Section 125, and such other sections of the Code as may be applicable. It is also the intention of the Company that the Plan be interpreted in a manner consistent with the requirements of Section 125 of the Code, Treasury Regulations promulgated by the IRS thereunder, and any other requirements of the Code and/or Treasury Regulations as may be applicable in connection with the qualification for exemption from gross income of the health care benefits offered under the Plan.

ARTICLE II DEFINITIONS

21 Affiliated Employer means any employer that is permitted to be aggregated with the Company under Code Sections 414(b), (c), (m), (o) or (t). When the Company and the Affiliated Employer are referred to collectively, the term “Affiliated Group” is used.

22 Benefit and Benefit Options means any health care benefit, including but not limited to, medical, dental, vision or similar benefits offered under the Plan.

23 COBRA or COBRA Rules means the rules under Code Section 4980B, in accordance with which eligible Participants, and their eligible Spouses and Dependents, may elect continuing group health plan coverage upon the occurrence of certain events, known as “qualifying events.”

24 Company means **Somerset County Vocational and Technical Schools**.

25 Compensation means remuneration paid by the Employer that is includable in gross income, before reduction for nontaxable contributions to this Plan (or other benefit plan), not including amounts available before an Employee is eligible for the Plan.

26 Covered Entity means health care plans (generally including any individual or group plan that provides or pays for medical care); health care clearinghouses (public/private entities that process or facilitate processing of standard electronic transmissions); and, health care providers who transmit any Protected Health Information in electronic form in connection with financial and administrative transactions.

27 Dependent means a dependent as defined in Code Section 152 and with respect to whom the Participant is entitled to a deduction under Code Section 151. “Dependent” also means any individual who is eligible for coverage under a group health plan pursuant to a Qualified Medical Child Support Order submitted in writing to the Employer, as defined in Section 609(a) of ERISA. A Participant will not be considered a Dependent, and no person will be considered a Dependent of more than one Participant. When used in this Plan, the term “Dependent” also includes the Spouse unless the plain meaning of the sentence connotes otherwise.

28 Effective Date means July 1, 2009, the effective date of this Plan document.

29 Election Form means any appropriate election form to include Electronic forms provided by the Employer or Plan Administrator or any person providing benefits under the Plan for the purposes of electing to participate in Benefit Options and authorizing Salary Reduction Contributions to pay for such Benefit Options under the Plan.

2.10 Eligible Employee means an Employee who is not an Excluded Employee.

2.11 Employee means any person performing services under the direction and control of an Employer who is either (i) currently in pay status of an Employer, including, but not limited to, paid sick leave, paid vacation, and paid administrative leave, or (ii) on unpaid authorized leave from an Employer. The term Employee shall not include any individuals hired to perform services for an Employer as leased employees, agency contract personnel or independent contractors, and their respective employees

or agents, notwithstanding that such individuals may be subsequently re-classified by a court, government agency, tribunal or arbitrator as common law employees of an Employer.

2.12 Employer means the Company, and any other Affiliate of the Employer that has adopted the Plan in accordance with Section 9.1.

2.13 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any implementing regulations and rulings issued by the Department of Labor, including successor provisions to current provisions.

2.14 Excluded Employee means any (i) Employee who is a member of a collective bargaining unit to which this Plan has not been extended; (ii) leased employee within the meaning of Code Section 414(n); and (iii) independent contractors or agency contract personnel; provided, however that if a leased employee, independent contractor, or contract worker is reclassified as an “employee” by any Federal or state agency such shall continue to be an Excluded Employee for the remainder of the Plan Year in which such reclassification determination occurs.

2.15 FMLA means the Family and Medical Leave Act of 1993.

2.16 FMLA Leave means a leave of absence provided to an Employee subject to and pursuant to the terms of the FMLA.

2.17 Health Care Benefits means any health benefit arrangement, including but not limited to, medical, dental, vision or similar benefits provided through contract or policies with a Provider entered into by the Company from time to time for this purpose or provided by the Company from time to time for the purpose the Premiums for which are paid by the Company and/or the Participant.

2.18 HIPAA means the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and any amendments to either.

2.19 Individually Identifiable Health Information means health information, including demographic information, that is created or received by a Covered Entity and relates to the past, present or future physical or mental health or condition, the provision of healthcare or the past, present or future payment for the provision of health care to an individual that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.

2.20 Insured Benefit means any Benefit provided under the Plan through a group policy or contract with a Provider.

2.21 Key Employee means an individual who is a key employee within the meaning of Code Section 416.

2.22 Leave of Absence means any leave of absence approved by the Employer, including, but not limited to, FMLA Leave and/or a period of duty in the Uniformed Services.

2.23 Open Enrollment Period means the general election period held prior to the beginning of each Plan Year. The dates of the general election period will be determined annually and announced in advance by the Plan Administrator.

2.24 Participant means an Eligible Employee who has elected to participate in the Benefits offered under the Plan in accordance with Article III.

2.25 Participating Affiliate means any affiliate of the Employer that becomes an employer pursuant to Section 9.1.

2.26 Period of Coverage means the Plan Year, or for an Employee who first becomes eligible to participate in the Plan or Benefit Option during a Plan Year, the remainder of such Plan Year, or to the extent applicable, the Period of Coverage is any other shorter period as may result from a permitted or required change to a Participant's Benefit Option elections made during a Plan Year.

2.27 Protected Health Information ("PHI") means Individually Identifiable Health Information that is either (i) transmitted by electronic media; (ii) maintained in any electronic media; or (iii) transmitted or maintained in any other form (including oral or written). PHI shall not include education records covered by the Family Educational Rights and Privacy Act and employment records held by the Employer.

2.28 Plan Administrator shall mean the Company or such other person or committee as may be appointed from time to time by the Company to supervise the administration of the Plan.

2.29 Plan means **Somerset County Vocational and Technical Schools** as set forth herein, together with any and all amendments and supplements hereto.

2.30 Plan Year means the twelve (12) month period beginning on July 1 and ending on June 30 of each fiscal year.

2.31 Premium or Premiums means the portion of premium cost that a Participant is required to contribute for the coverage designated under the Benefits in which the Participant has elected to enroll pursuant to Article IV.

2.32 Provider means a licensed insurance company that has issued a group policy or contract under any of the Benefits offered under the Plan.

2.33 Qualified Beneficiary is the Participant or any covered family member who has a right to continue Health Coverage pursuant to this Code Section 4980B. (A child who is born to or placed for adoption with a Participant during a period of Health Continuation Coverage also is considered a "Qualified Beneficiary".)

2.34 Qualified Benefit means any Benefit which, with the application of Code Section 125(a), is not includable in the gross income of an Employee by reason of an express provision of Chapter 1 of the Code.

2.35 Qualified Medical Child Support Order means a medical child support order that meets the requirements set forth in Section 609(a)(2)(A) of ERISA and that has been determined to be qualified by the Plan Administrator.

2.36 Salary Reduction Agreement means a written agreement on an Election Form prescribed by the Plan Administrator entered into by the Employer and the Eligible Employee under which the Eligible Employee's Compensation is reduced to pay for Qualified Benefits through Salary Reduction Contributions.

2.37 Salary Reduction Contribution means the amount by which a Participant's Compensation is reduced to pay for Benefits through this Plan.

2.38 Spouse means the lawful wife of a male Participant or the lawful husband of a female Participant. To the extent required or permitted by law, a member of a civil union shall be treated as a Spouse for purposes of the Plan.

2.39 Uniformed Services means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

2.40 USERRA means the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended from time to time.

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ARTICLE III ELIGIBILITY

3.1 Initial Participation in the Plan. Any Eligible Employee of the Employer and each of such Employees' Dependents shall be eligible to participate in the Plan as of his or her Entry Date and upon completion of the appropriate Election Form filed with the Plan Administrator.

3.2 Participation During Leave of Absence. Any Participant who is absent from work due to a Leave of Absence shall have the right to continue to participate in the Benefits offered through the Plan during the period the Participant is on such Leave of Absence, unless the terms on which the Leave of Absence was approved limit the Participant's ability to continue such participation; provided, however, that no such limitation shall be implemented that would be in conflict with any applicable law or regulations, including, but not limited to, the rules and regulations that govern FMLA leave. If the Participant does not return to active employment before expiration of any such limitation on his or her ability to continue to participate in the Benefits, his or her participation in the Plan shall cease, except to the extent the Participant, the Participant's Spouse and/or Dependents are eligible to continue participation as permitted by COBRA. The Participant's right to continue participation while on Leave of Absence (other than such permitted continued coverage) is conditioned upon the Participant (i) continuing to have an employment relationship with the Employer, and (ii) making any required payments of premiums or other contributions.

3.3 Termination of Participation.

(a) For a Participant.

(i) Except as otherwise provided in Section 3.03 (a)(ii) below, a Participant shall cease participation in the Plan upon the earliest of the following events:

- a. the day on which he ceases to be an Eligible Employee or such earlier date on or after the date the Participant ceases to be an Eligible Employee as provided under the terms of any insurance policy or other documentation specific to one or more of the Benefits covering the Participant;
- b. the date on which the Plan is terminated under Section 10.3;
- c. with respect to benefits toward the cost of which the Participant is required to contribute, the date as of which he fails to make a required contribution;
- d. the date on which the Participant elects to cease coverage;
- e. the date of death of the Employee.

(ii) Notwithstanding the provisions of Section 3.03(a)(i) above, a Participant who experiences one of the events set forth therein shall nevertheless remain a Participant in the Plan to the extent:

- a provided for under Article VI;

- b. provided for under the terms of any insurance policy or other documentation specific to one or more of the Benefits covering the Participant; or
- c. permitted by the Employer.

(b) For a Dependent.

(i) Except as otherwise provided in Section 3.03 (b)(ii) below, a Dependent or Spouse shall cease participation in the Plan upon the earliest of the following events:

- a. the date provided in Section 3.03(a) above on which the Participant covering such Dependent ceases to be a Participant;
- b. the date on which the Plan is terminated under Section 10.3;
- c. the date that such individual ceases to qualify as a Dependent under the provisions of the Plan or the Benefit;
- d. the date the Participant elects to cease Dependent or Spousal coverage; or
- e. the date of death of the Dependent or Spouse.

(ii) Notwithstanding the provisions of Section 3.03(b)(i) above, a Dependent or Spouse who experiences one of the events set forth therein shall nevertheless remain a Participant in the Plan to the extent:

- a. provided for under Article VI;
- b. provided for under the terms of any insurance policy or other documentation specific to one or more of the Benefits covering the Participant; or
- c. permitted by the Employer.

ARTICLE IV BENEFIT ELECTIONS AND BENEFITS

41 Benefits.

(a) The Benefits provided under the Plan, to the extent not specifically described herein, are described in the policies, contracts, or other created under the Plan (“separate documents”) which are incorporated herein by reference and made available to Plan Participants. Any restrictions, limitations, and additional requirements relating to a Participant's entitlement to Benefits that are not set forth in the Plan are described in the separate documents for the specific Benefit. The Provider shall provide the benefits due under the respective Insured Benefit directly to the Participant, Spouse, Dependents, or named beneficiaries, if appropriate, according to the terms of such Benefit. The only benefits available under an Insured Benefit are those expressly provided for under the terms of the applicable policy or contract.

(b) A Participant may elect between receiving Compensation or having Salary Reduction Contributions made to the Plan by the Employer to provide for the Participant's share of Premiums for Health Care Benefits.

4.2 Timing and Irrevocability of Elections. In general, an election of Salary Reduction Contributions under the Plan must be made before the first day of the Period of Coverage, as applicable. Such election must be made in accordance with the rules and procedures established by the Plan Administrator. The election shall be irrevocable for that entire Plan Year, except as provided in Sections 4.7, 4.8 or 4.9.

4.3 Election Procedure for Current Employees. An Eligible Employee may enroll in the Plan by making an election under this Plan during the Open Enrollment Period. During the Open Enrollment Period, each Eligible Employee may make an election for the upcoming Plan Year or the remainder of a Plan Year in accordance with such procedures as the Plan Administrator prescribes.

4.4 Election Procedure for New Employees. The Plan Administrator shall provide the Election Form to a newly hired Eligible Employee as soon as administratively feasible after the Employee is hired. Such Eligible Employee must return a completed Election Form to the Plan Administrator on or before the date the Plan Administrator specifies in order to elect Salary Reduction Contributions for benefits for the upcoming Plan Year or remainder of the current Plan Year. Salary Reduction Contributions shall not begin earlier than the date that the Plan Administrator receives the completed Election Form.

4.5 Election Procedures For Rehires. In the case of a Participant who ceases to be employed by the Employer and is subsequently rehired within one year, such Participant shall be eligible to participate again in the Plan upon his date of re-hire.

4.6 Failure to Return Election Form. A Participant or Eligible Employee who fails to return an Election Form timely shall be deemed to have elected not to participate in the Plan. Such deemed election will continue in effect for future Plan Years, unless and until the Participant submits an Election Form during a general election period, or at a time allowed under the rules in Section 4.7.

4.7 Change in Elections.

(a) Family Status Changes. An Eligible Employee who has not enrolled in the Plan may enroll and a Participant may modify or revoke an election for the remainder of a Plan Year, and make a new election, on account of and consistent with a change in family status recognized under the Plan, provided that the Eligible Employee or Participant files such change with the Plan Administrator on an Election Form and provides the Plan Administrator with any requested forms or documentation within thirty-one (31) days of the date of the event constituting the family status change. A change in family status for this purpose may include the following: (i) marriage; (ii) divorce; (iii) legal separation; (iv) annulment; (v) death of a Spouse or Dependent; (vi) birth, adoption, or placement for adoption of a child; (vii) termination or commencement of employment of a Spouse or Dependent; (viii) the termination of Participant's employment; (ix) other changes in the employment status of the Participant, Spouse, or Dependent resulting in eligibility or ineligibility for coverage under one or more Benefit Options; (x) change in residence of the Participant, Spouse or Dependent, which affects such individual's eligibility under a Benefit Option; (xi) changes which cause a Dependent to become eligible or ineligible for coverage under the Benefit Options; (xii) the taking of a leave of absence by the Participant, Spouse or Dependent; (xiii) the loss of or a significant change in benefit coverage of the Participant, Spouse, or Dependent attributable to the Spouse's or Dependent's employment; or (xiv) other events that are permitted by the Code and approved by the Plan Administrator. A benefit election change is consistent with a family status change only if necessary or appropriate as a result of the family status change. The Plan Administrator, in its sole discretion, shall determine which family status changes are permissible under the Plan and whether a benefit election change is consistent with such family status change.

(b) Health Premium Waiver Benefit Family Status Change. An Eligible Employee who has elected the Health Premium Waiver Benefit may modify or revoke an election for the remainder of a Plan Year and make a new election only if a change in family status as described in 4.7(a) above, results in a loss of Health Care Benefit coverage. The eligible Employee must provide the Plan Administrator with any requested forms or documentation within 31 days of the date of the event constituting a family status change which resulted in a loss of Health Care Benefit coverage.

(c) Significant Cost or Coverage Changes.

(i) Automatic Changes. If the cost of a Qualified Benefit increases (or decreases) during a Period of Coverage, and Participants are required to make a corresponding change in their Premiums, the Plan Administrator may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in the Participants' Salary Reduction Contributions under the Plan unless Section 5.06(b)(ii) applies.

(ii) Significant Cost Increases. If the cost of a Qualified Benefit significantly increases during a Period of Coverage, the Plan Administrator may permit Participants either to make a corresponding prospective increase in their Salary Reduction Contributions, or to revoke their elections and, in lieu thereof, to elect on a prospective basis coverage under another coverage option providing similar coverage under such Benefit.

(d) State Children's Health Insurance Program (SCHIP) Enrollment Rights. If an Eligible Employee or his/her Dependent has either (1) a termination of Medicaid or SCHIP coverage resulting from a loss of eligibility or (2) becomes eligible for premium assistance in the Plan under either Medicaid or the SCHIP program, the Eligible Employee may enroll in the Plan provided the eligible Employee requests coverage within 60 days of the termination or the date the Eligible Employee and/or his/her Dependent is determined to be eligible for assistance.

4.8 Termination of Employment or Eligible Employee Status. If a Participant terminates employment or otherwise ceases to be an Eligible Employee, the following rules shall apply:

(a) Health Care Benefits. The Participant and his Dependents covered under the Plan shall have the rights provided by COBRA to continue any Health Care Benefits coverage following the Participant's termination of employment by paying the applicable COBRA premiums. If a COBRA election is not made, or if the required payments for COBRA coverage are not made timely, the election shall be deemed revoked and participation in such Benefit Option shall cease as of the last day of the month in which the Participant terminated employment or otherwise ceased to be an Eligible Employee.

4.9 Change of Elections for Legal Compliance. The Plan Administrator shall have the authority to reject, amend or revoke any election of Salary Reduction Contributions to the extent necessary to assure that the Plan and all benefits provided under the Plan comply with applicable legal requirements. This includes actions to treat what would otherwise have been Salary Reduction Contributions as taxable Compensation in order to comply with the nondiscrimination rules imposed by Code Section 125, and any other Code provisions that may apply to the Plan from time to time. Actions under this paragraph shall be undertaken on a non-discriminatory and consistent basis, and shall not require the consent of affected Participants.

4.10 Procedures. Consistent with the requirements set forth in this Article, the Plan Administrator may prescribe further uniform and nondiscriminatory rules for elections.

4.11 Benefit Providers. Any benefits available under the Plan shall be provided by those insurers or other health care providers with whom the Company has arranged for the provision of such benefits. The terms of the Health Care Benefits available under the Plan are, however, established by the insurers or other health care providers with whom the Company has arranged for such benefits, and the types and amounts of benefits available from any such insurers or other health care providers will be subject to the terms of the applicable insurance policies, contracts, and any other specific terms, conditions, and limits for coverage as are set forth from time to time. The requirements, terms, conditions and limitations applicable with respect to such coverage and the benefit descriptions as are set forth in such plans and contracts as may be in effect from time to time, shall be provided to Participants and are incorporated into the Plan by reference.

4.12 Discretion of the Plan Administrator. The Plan Administrator shall also have the authority to administer the Plan, and all provisions of the Plan are to be interpreted and administered by the Plan Administrator in such a manner as to satisfy the nondiscrimination rules established by Section 125(b) of the Code and applicable Treasury Regulations thereunder during each Plan Year. In addition, in connection with the continued qualification for exclusion from employees' income of all benefits intended to constitute health care benefits under the Plan, the Plan Administrator shall have the authority to reduce benefits or change elections with respect to "key employees" (as defined in Section 414(q) of the Code) or "highly compensated participants" (as defined in Section 125(e) of the Code) and to take any other actions to the extent the Plan Administrator determines that such change or action is necessary or appropriate to ensure that all relevant Code requirements, including the limitations imposed on benefits for "key employees" applicable to the Plan under Code Section 125 and IRS regulations promulgated thereunder, are met.

ARTICLE V CLAIMS PROCEDURE

51 Claims and Appeal Procedures for Insured Benefits. The Provider shall make all determinations as to the right of any claimant to a benefit under an Insured Benefit. A claim for benefits under an Insured Benefit shall be submitted to the Provider in accordance with the terms and claims procedures of the applicable policy or contract. A denial shall be subject to appeal by the Participant or his legally authorized representative (the "claimant"), in accordance with the procedures established by the applicable policy or contract.

52 Claims Procedures. The Plan Administrator shall make all determinations as to the right of any claimant to a benefit under the Plan, provided, however, that to the extent any benefits are provided under the terms of a separate plan or plans operated in conjunction with this Plan, the plan administrator of such separate plan or plans, or the person designated for that purpose by such plan administrator, shall make all determinations as to the right of any claimant to a benefit under such plan or plans in accordance with applicable claims procedures established under such plan or plans. The Plan Administrator shall make all determinations as to the right of any claimant to a benefit under this Plan in accordance with the procedures set forth below:

(a) All claims for benefits under the Plan shall be made in writing and shall be signed by the applicant. Claims shall be submitted to a representative designated by the Plan Administrator and hereinafter referred to as the "Claims Coordinator."

(b) Each claim hereunder shall be acted on and approved or disapproved by the Claims Coordinator within 60 days following the receipt by the Claims Coordinator of the information necessary to process the claim.

(c) In the event the Claims Coordinator denies a claim for benefits, in whole or in part, the Claims Coordinator shall notify the applicant in writing of the denial of the claim and notify such applicant of his right to a review of the Claims Coordinator's decision by the Plan Administrator. Such notice by the Claims Coordinator shall also set forth, in a manner calculated to be understood by the applicant, the specific reason for such denial, the specific Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim, with an explanation of why such material or information is necessary, and an explanation of the Plan's claim review procedure as set forth in this Article VIII.

(i) If no action is taken by the Claims Coordinator on an applicant's claim within 60 days after receipt by the Claims Coordinator, such application shall be deemed to be denied for purposes of the following appeals procedure.

(ii) Any applicant whose claim for benefits under this Plan is denied in whole or in part (such applicant being hereinafter referred to as the "Claimant") may appeal from such denial to the Plan Administrator for a review of the decision. Such appeal must be made within six months after the Claimant has received written notice of the denial as provided above in Section A(1). An appeal must be submitted in writing within such period and must:

a. Request a review by the Plan Administrator of the claim for benefits under the Plan;

b. Set forth all of the grounds upon which the Claimant's request for review is based and any facts in support thereof; and

c. Set forth any issues or comments which the Claimant deems pertinent to the appeal.

(d) The Plan Administrator shall regularly review appeals by Claimants. The Plan Administrator shall act upon each appeal within 60 days after receipt thereof unless special circumstances require an extension of the time for processing the Claimant's request for review. If such an extension of time for processing is required, written notice of the extension shall be forwarded to the Claimant prior to the commencement of the extension. In no event shall such extension exceed a period of 120 days after the request for review is received by the Plan Administrator.

(e) The Plan Administrator shall make a full and fair review of each appeal and any written materials submitted by the Claimant and/or the Employer in connection therewith. The Plan Administrator may require the Claimant and/or the Employer to submit such additional facts, documents or other evidence as the Plan Administrator in its discretion deems necessary or advisable in making its review. The Claimant shall be given the opportunity to review pertinent documents or materials upon submission of a written request to the Plan Administrator, provided the Plan Administrator finds the requested documents or materials are pertinent to the appeal.

(f) On the basis of its review, the Plan Administrator shall make an independent determination of the Claimant's eligibility for benefits under the Plan. The decision of the Plan Administrator on any claim for benefits shall be final and conclusive upon all parties thereto.

(g) In the event the Plan Administrator denies an appeal, in whole or in part, the Plan Administrator shall give written notice of the decision to the Claimant, which notice shall set forth, in a manner calculated to be understood by the Claimant, the specific reasons for such denial and which shall make specific reference to the pertinent Plan provisions on which the Plan Administrator's decision was based.

53 Compliance with Regulations. It is intended that the claims procedure of this Plan be administered in accordance with Section 503 of ERISA and the claims procedure regulations of the Department of Labor set forth in 29 CFR § 2560.503-1.

ARTICLE VI

COBRA HEALTH CONTINUATION COVERAGE

6.1 Participant COBRA Coverage. A Participant has a right to elect Health Continuation Coverage under COBRA if Health Coverage under the Plan is lost due to the following two reasons, known as “qualifying events”: (a) a reduction in hours of employment or (b) termination of employment (for other than gross misconduct).

If a Participant has the right to Health Continuation Coverage, the Participant or his Spouse may elect Health Continuation coverage on behalf of such Participant.

6.2 Spouse COBRA Coverage. The Spouse of a Participant has the right to elect Health Continuation Coverage under COBRA if Health Coverage under the Plan is lost due to any of the following four qualifying events:

- (a) the death of the Participant while employed by the Employer;
- (b) a termination of the Participant's employment (for reasons other than gross misconduct) or reduction in the Participant's hours of employment;
- (c) divorce or legal separation from the Participant; or
- (d) entitlement of the Participant to Medicare.

If the Spouse of a Participant has the right to Health Continuation Coverage, the Spouse or the Participant may elect Health Continuation Coverage on behalf of such Spouse.

6.3 Dependent Child COBRA Coverage. A dependent child of a Participant has the right to elect Health Continuation Coverage under COBRA if Health Coverage under the Plan is lost due to any of the following five qualifying events:

- (a) death of the Participant while employed by the Employer;
- (b) a termination of the Participant's employment (for reasons other than gross misconduct) or reduction in the Participant's hours of employment;
- (c) divorce or legal separation of the Participant;
- (d) entitlement of the Participant to Medicare; or
- (e) ineligibility for coverage as a “dependent child” under this Plan.

If the dependent child has the right to Health Continuation Coverage, the dependent child, Participant, or the Spouse of a Participant may elect or waive Health Continuation Coverage on behalf of such dependent child.

64 Required Notification. If a Participant, Spouse, or dependent child experiences any of the following qualifying events, the Participant, Spouse, or dependent child (or a family member or legal representative) must notify the Plan Administrator of the qualifying event within 60 days of the date of the qualifying event:

- (a) divorce or legal separation of the Participant and the Participant's Spouse; or
- (b) ineligibility for coverage as a “dependent child”.

If the Plan Administrator is not notified within 60 days, the right to Health Continuation Coverage under COBRA will be lost.

65 Notification Requirements. When a Participant, or the Spouse or dependent child of a Participant experiences a qualifying event other than the qualifying events listed in Section 6.4, or experiences a qualifying event listed in Section 6.4 and notifies the Plan Administrator on a timely basis that a qualifying event listed in Section 6.4 has occurred, the Participant and/or Spouse or dependent child of a Participant will be notified of the right to elect Health Continuation Coverage. The Participant and/or Spouse or dependent child (or a family member or legal representative) will have 60 days from the later of the date of the notification about COBRA or the date of loss of coverage to inform the Plan Administrator that he or she wishes to elect Health Continuation Coverage. If the Qualified Beneficiary does not elect Health Continuation Coverage, Health Coverage under this Plan will end.

66 Cost of Continuation Coverage. A Qualified Beneficiary who elects Health Continuation Coverage shall pay 102 percent (102%) of the full cost to the Plan or the percentage required under Section 6.8 below. The first premium payment must be made within 45 days from the date the Participant, Spouse, and/or dependent child elects Health Continuation Coverage. The Plan Administrator may, however, at its discretion, set the required premium payment at such other percentage, provided such agreement is permissible under COBRA and is not otherwise inconsistent with the applicable provisions of the Code.

67 Length of Continuation Coverage. A Qualified Beneficiary may continue Health Coverage for 36 months in the event of death, divorce or legal separation, entitlement to Medicare, or ineligibility for dependent coverage. A Qualified Beneficiary may continue Health Coverage for 18 months in the event of termination or reduction in hours of employment. However, the 18-month coverage period for covered Spouses and dependent children of the Participant may be extended to 36 months if another event (death, divorce or legal separation, Medicare entitlement, or ineligibility for dependent coverage) occurs during the 18-month period.

A Participant's entitlement to Medicare will not be a qualifying event for family members if they remain covered by the Plan because the Participant still is employed. However, if family members later lose Plan coverage due to the Participant's termination or reduction in hours of employment, their Health Continuation Coverage period will be 36 months from the date that the Participant previously became entitled to Medicare, if that would be longer than the 18 month period measured from the date of the Participant's termination or reduction in hours of employment.

68 COBRA Extension for Disabled Individuals. If a Qualified Beneficiary is eligible for 18 months of Health Continuation Coverage, Health Continuation Coverage for such Qualified Beneficiary, and all other Qualified Beneficiaries entitled to Health Continuation Coverage as a result of the same qualifying event, may be extended for up to 11 months more if it is determined, under the Social Security Act, that the Qualified Beneficiary was disabled on or within 60 days of the date of the

Participant's termination or reduction in hours of employment. A Qualified Beneficiary may be charged up to 150 percent (150%) of the cost of the Health Coverage from the 19th through the 29th month of coverage. To extend Health Continuation Coverage, the Participant, Spouse, and/or dependent child (or family member or legal representative) must notify the Plan Administrator of a determination of disability within 60 days after the date of determination is made and before the end of the first 18 months of Health Continuation Coverage.

69 Termination of COBRA Continuation Coverage. A Qualified Beneficiary's Health Continuation Coverage may be terminated for any of the following reasons:

- (a) the Employer ceases to provide Health Coverage to all employees;
- (b) the premium for the Qualified Beneficiary's Health Continuation Coverage is not paid on a timely basis;
- (c) the Qualified Beneficiary becomes covered under another group health plan (“other plan”) and either: (i) the other plan does not contain any exclusion or limitation with respect to any preexisting condition of the Qualified Beneficiary, or (ii) the exclusion or limitation in the other plan either does not apply to the Qualified Beneficiary or has been satisfied by the Qualified Beneficiary, based on applicable law;
- (d) the Qualified Beneficiary becomes entitled to Medicare;
- (e) the maximum period of continuation under this Article VI ends;
- (f) the Qualified Beneficiary extends Health Continuation Coverage for up to 29 months due to a disability and there has been a final determination that the Qualified Beneficiary is no longer disabled. (The Participant, a family member, or a legal representative must notify the Employer's Human Resources Office within 30 days of the date of any final determination that the disability has ended. Extended Health Coverage will be terminated in the month that begins more than 30 days after the date of the final determination that the Qualified Beneficiary is no longer disabled); or
- (g) for cause, if a similarly situated non-Qualified Beneficiary's coverage would be terminated on the same basis.

6.10 Conformance with Applicable Law. The intent of this Article VI is to outline the rules for compliance with COBRA and is to be interpreted in all cases in a manner consistent with applicable law and regulations promulgated thereunder, and consistent with any change as may be made to such law and/or regulations from time to time.

ARTICLE VII

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

71 Qualified Medical Child Support Order. The Plan shall provide Health Benefits in accordance with the applicable requirements of any Qualified Medical Child Support Order which is a medical child support order, as defined in Section 609(a)(2)(B) of ERISA, that creates or recognizes the existence of an “alternate recipient’s” right to, or assigns to an “alternate recipient” the right to, receive Medical Insurance Benefits, Dental Insurance Benefits and Vision Insurance Benefits for which a Participant is eligible under the Plan.

72 Alternate Recipient. The term “alternate recipient” means any child of a Participant who is recognized under a medical child support order as having a right to enrollment under the Plan with respect to such Participant.

73 Qualification by Plan Administrator. A medical child support order will not be qualified by the Plan Administrator unless it clearly specifies:

- (a) the name and the last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Recipient covered by the order;
- (b) a reasonable description of the type of coverage to be provided by the Plan to each such Alternate Recipient, or the manner in which such type of coverage is to be determined;
- (c) the period to which such order applies; and
- (d) each plan to which such order applies.

74 Compliance with Plan. A medical child support order will not be qualified by the Plan Administrator unless it does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except to the extent necessary to meet the requirements of a law relating to medical child support described in Section 1908 of the Social Security Act (as added by Section 13822 of the Omnibus Budget Reconciliation Act of 1993).

7.5 Procedural Requirements. In the case of any medical child support order received by the Plan:

- (a) the Plan Administrator shall promptly notify the Participant and each “alternate recipient” of the receipt of such order and the Plan's procedures for determining whether medical child support orders are Qualified Medical Child Support Orders; and
- (b) within a reasonable period after receipt of such order, the Plan Administrator shall determine whether such order is a Qualified Medical Child Support Order and notify the Participant and each “alternate recipient” of such determination.

76 Administrative Procedures. The Plan Administrator shall establish reasonable procedures to determine whether medical child support orders are Qualified Medical Child Support Orders and to administer the provision of benefits under such qualified orders. Such procedures:

- (a) shall be in writing;

(b) shall provide for the notification of each person specified in a medical child support order as eligible to receive benefits under the Plan (at the address included in the medical child support order) of such procedures promptly upon receipt by the Plan of the medical child support order; and

(c) shall permit an “alternate recipient” to designate a representative for receipt of copies of notices that are sent to the “alternate recipient” with respect to a medical child support order.

7.7 Treatment of Alternate Recipients. A person who is an “alternate recipient” under a Qualified Medical Child Support Order shall be considered a beneficiary under the Plan for purposes of any provision of ERISA and a Participant under the Plan for purposes of the reporting and disclosure requirements of Part 1 of Title I of ERISA.

7.8 Reimbursements. Any payment for benefits made by the Plan pursuant to a Qualified Medical Child Support Order as reimbursement for expenses paid by an “alternate recipient” or an “alternate recipient's” custodial parent or legal guardian shall be made to such “alternate recipient” or such “alternate recipient's” custodial parent or legal guardian.

7.9 Rights of the Plan Administrator. For the purpose of effectuating a Qualified Medical Child Support Order, the Plan Administrator shall have the authority, without the Participant's consent, to:

(a) change the Participant's elected coverage options and/or coverage amounts under the Health Care Benefits for the Plan Year; and

(b) establish or modify a Participant's Salary Reduction Agreement to collect any additional Premiums required to provide the Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, and/or Health Care Flexible Spending Account Benefits coverage mandated by the Qualified Medical Child Support Order.

7.10 Discharge of Liability. The Plan's obligation to the Participant and alternate recipient shall be discharged to the extent the Plan Administrator acts in accordance with this Article VII in determining whether a medical child support order is qualified.

**ARTICLE VIII–
STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH
INFORMATION**

81 Permitted and Required Uses and Disclosure of PHI. Procedures (to be designated as the “PHI Disclosure Procedures”) shall be created, indicating the permitted and required disclosures of PHI.

82 Requirements for Disclosure of PHI to Plan Sponsor. PHI shall not be disclosed to the Company unless and until the Company certifies to the Plan that the Company agrees to the requirements of this Section 8.2 concerning protection of such PHI. The requirements of this Section 8.2 are met only if the Company has agreed to:

- (a) Not use or further disclose the PHI other than as permitted or required by the Plan documents or as required by law;
- (b) Ensure that any agents, including a subcontractor, to whom it provides PHI received from the group health plan agree to the same restrictions and conditions that apply to the plan sponsor with respect to such PHI;
- (c) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Company;
- (d) Report to the group health plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- (e) Make available PHI accordance with § 164.524 of the Regulations of the U.S. Department of Health and Human Services (45 CFR Part 164) (relating to access of individuals to PHI);
- (f) Make available PHI for amendment and incorporate any amendments to PHI in accordance with § 164.526 of the Regulations of the U.S. Department of Health and Human Services (45 CFR Part 164) (relating to the right of an individual to have PHI amended in certain situations);
- (g) Make available the PHI required to provide an accounting of disclosures in accordance with § 164.528 of the Regulations of the U.S. Department of Health and Human Services (45 CFR Part 164) (relating to an individual’s right to receive an accounting of PHI disclosures);
- (h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, or any other officer or employee of Health and Human Services to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with the applicable regulations promulgated under HIPAA;
- (i) If feasible, return or destroy all PHI received from the Plan that the sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- (j) Ensure that the adequate separation of the Plan and the Company, as required under Section 8.3, below, is established.

83 Separation of Plan and Company. Procedures (to be designated as the “HIPAA Separation Procedures”) shall be created to:

(a) Establish the identity of those employees or classes of employees or other persons under the control of the Company who are to be given access to PHI (including all individuals who receive PHI relating to payment, operations, or other matters pertaining to the Plan in the ordinary course of business);

(b) Restrict the access to and use by such employees and other persons who are described or identified in the Separation Procedures as having access to PHI to the plan administration functions that the Company performs for the group health plan; and

(c) Provide an effective mechanism for resolving any issues of noncompliance by persons who are described or identified in the Separation Procedures as having access to PHI with the provisions of this Article VIII.

84 Compliance with HIPAA. The provisions of this Article VIII are intended to comply in all respects and at all times with the provisions of HIPAA relating to PHI and standards of privacy applicable to PHI. Any modifications to the applicable provisions of HIPAA shall be deemed to be automatically incorporated into this Article VIII, and in the event of any inconsistency between the provisions set forth in this Article VIII and the provisions of HIPAA shall be resolved to the extent possible so that the provisions of HIPAA shall be applicable.

ARTICLE IX PARTICIPATING AFFILIATES

9.1 Participation. Any affiliate of the Employer may, with the consent of the Company, become a Participating Affiliate by adopting the Plan for the benefit of its Employees. Notwithstanding the foregoing, no affiliate may participate with respect to a welfare benefit plan provided hereunder which is not fully insured, if such participation would cause the Plan to become an uninsured “multiple employer welfare arrangement” as defined in section 3(40) and 514(b)(6)(A)(ii) of ERISA.

9.2 Effective Date. The Participating Affiliate and the Employer may, in their sole discretion, determine by agreement the date upon which the participation of any Participating Affiliate shall take effect.

9.3 Administration. Each Participating Affiliate, as a condition of participation, shall delegate all of its rights and powers under this Plan to the Plan Administrator or Company, as applicable. Notwithstanding the foregoing, such Participating Affiliate has the right to terminate its participation in the Plan.

9.4 Transfers. In the administration of this Plan, a Participant who has transferred to and/or from the Employer and any Participating Affiliate or between Participating Affiliates shall be considered as having been employed by his most recent Employer throughout the time he was a Participant.

**ARTICLE X -
QUALIFICATION, AMENDMENT AND TERMINATION**

10.1 Qualification. The Plan shall be and remain qualified under Code Sections 105, 106, and 125, respectively. The Company may authorize any modification or amendments to the Plan, which may be retroactive, deemed necessary, or appropriate in its opinion to qualify or maintain the Plan as a plan meeting the requirements of Code Sections 105, 106, and 125 of the Code, or any other applicable provisions of the Code, and the regulations issued thereunder.

In order for the Plan to remain a qualified plan pursuant to Code Section 125, nontaxable benefits provided to Employees who are classified as Key Employees shall not exceed twenty-five percent (25%) of the total nontaxable benefits provided to all Employees. In the event that nontaxable benefits to such Key Employees shall exceed twenty-five percent (25%) of the total nontaxable benefits provided to all Employees, then such Key Employees receiving benefits shall be treated as though they received all available taxable benefits under the Plan.

If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any non-discrimination requirement or any limitation on benefits provided to Key Employees or Highly Compensated Employees as applicable under the Code to the Plan, the Plan Administrator shall take such action as the Plan Administrator deems appropriate, under the rules uniformly applicable to similarly-situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by Highly Compensated Employees or Key Employees with or without the consent of such Participants and Employees.

10.2 Amendment of Plan. Except as otherwise provided herein, the Plan may be amended at any time, and from time to time. The Company has sole discretion to amend or modify the Plan, provided that any such amendment or modification of the Plan shall not affect a Participant's right to benefits covered under the Plan prior to the effective date of the amendment.

10.3 Termination of Plan. The Company expressly reserves the right to terminate the Plan with respect to all Participants and Eligible Employees at any time and for any reason without liability. Termination of the Plan shall not affect the right of Participants, or their Spouses, Dependents and beneficiaries to reimbursement for covered benefits incurred prior to the effective date of termination of the Plan.

10.4 No Vesting or Contractual Rights to Benefits. No person shall have any contractual right to benefits under the Plan which interferes with the amendment of the Plan pursuant to Section 10.2 or termination of the Plan pursuant to Section 10.3. Neither the Employer nor the Company make any promise to continue the Plan or any Benefits under the Plan in the future and rights to future benefits do not vest.

ARTICLE XI ADMINISTRATION OF PLAN

11.1 Duties and Authority of Plan Administrator. The Plan shall be administered by the Company, or by such person as may be appointed by the Company to act as the administrator for the Plan (such person or the Company, in its role as administrator of the Plan, is referred to herein as the "Plan Administrator"). The Plan Administrator shall have the responsibility to see that the Plan is operated in accordance with the provisions of the Plan document for the exclusive benefit of those persons eligible to participate in the Plan. The Plan Administrator shall be the named plan fiduciary of the Plan for purposes of Section 402(a)(1) of the Employee Retirement Security Act of 1974, as amended ("ERISA"). The Plan Administrator shall have the authority to interpret any provisions of the Plan and shall have the power to administer the Plan and to take any and all actions as may be appropriate with respect to the Plan, including, but not limited to, the following:

- (a) Decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (b) Make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (c) Interpret the Plan in good faith, in which event the Plan Administrator's interpretations shall be treated as final and conclusive; and
- (d) Appoint or engage such persons whose services may be necessary or appropriate to the proper administration of the Plan and to allocate or delegate its responsibilities as Plan Administrator to other persons.

In administering the Plan, the Plan Administrator shall ensure that no discretionary actions taken by it shall have the effect of causing the Plan to be operated in a discriminatory manner, and that any administrative rules or procedures as may be established by the Plan Administrator shall be fashioned and applied in a uniform manner causing similarly situated individuals to be treated in substantially the same manner.

11.2 Plan Records and Documents. The Plan Administrator shall make copies of the Plan description, the latest annual report and any other instruments under which the Plan is established or operated, available for examination by any Participant or beneficiary upon such person's request at reasonable times during normal business hours at the principal place of business of the Plan Administrator or at such other locations as may be appropriate or required under applicable regulations promulgated by the Department of Labor.

11.3 Reliance. The Plan Administrator shall be entitled, to the extent permitted by law, to rely conclusively on any tables, valuations, certificates, opinions, or reports furnished by, or in accordance with the instructions of, Plan benefit insurers or providers, or by accountants, counsel, or other experts employed or engaged by the Plan Administrator or the Company, unless the Plan Administrator knows or has reason to know that such documents or information is not correct.

11.4 Indemnification. The Company agrees to indemnify and defend, to the fullest extent permitted by law, any employee appointed to serve as the Plan Administrator or designated as a fiduciary with respect to the Plan against all liabilities, damages, costs, and expenses (including attorney fees and amounts paid in settlement of any claims approved by the Company) resulting from any act, or omission to act, in connection with the Plan provided such act or omission was made in good faith.

11.5 Expenses. The Plan Administrator's expenses, including the fees and costs of any service providers engaged to provide services to the Plan, shall be paid by the Company.

11.6 Reports. The Plan Administrator shall file or arrange to have filed all annual reports, forms, notices, and other reports and documents required by law, and shall provide or arrange to provide all notices and statements required by law to be made to employees and beneficiaries.

ARTICLE XII MISCELLANEOUS

12.1 Source of Payments. All benefits paid under the Plan shall be paid from the general assets of the Company. No Employee shall have any rights to benefits under the Plan other than the unsecured right to receive payments due under the Plan. The Company shall not be obligated to set aside, earmark, or escrow any funds or assets to satisfy any obligation imposed upon it by the Plan. If the Plan Administrator is a person or committee rather than the Company, such Plan Administrator shall not be personally liable for the payment of any benefits under the Plan.

12.2 Nonalienation. Except to the extent required by law, the interest of Participants and their beneficiaries under the Plan are not subject to the claims of their creditors and may not be voluntarily or involuntarily sold, transferred, alienated, assigned, or encumbered, except as may be required to comply with the terms of a Qualified Medical Child Support Order. The Company shall in no event be liable for, or subject to, the debts, contracts, liabilities, or torts of any person entitled to or claiming benefits under the Plan.

12.3 Information to Be Furnished. Participants shall provide the Company and Plan Administrator with such information and evidence, and shall sign such documents as may be reasonably requested from time to time for the purpose of administration of the Plan.

12.4 Governing Law. The provisions of the Plan shall be construed, administered, and enforced in accordance with the laws of the State of New Jersey other than its laws respecting choice of law, to the extent not preempted by federal law.

12.5 Construction. The provisions of the Plan shall be interpreted and construed in accordance with the requirements of the Code and ERISA.

12.6 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes. It shall be the obligation of each Participant to determine whether any payment or benefit is excludable under the Participant's gross income and to notify the Company if the Participant has reason to believe that any such payment is not so excludable.

12.7 Severability. If any provision of the Plan is held illegal or invalid for any reason, such illegality or invalidity shall not effect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been set forth in the Plan.

12.8 No Expansion of Employment Rights. The adoption of the Plan and the payment of any benefit shall not be construed as granting to any Participant or other person any continuing right to be employed, or any other right or benefit in connection with employment or any legal or equitable right against the Plan Administrator or Company. Nothing in the Plan shall be construed to limit the Company's right to discharge any Employee with or without cause.

12.9 Gender and Number. As used in the Plan, and unless otherwise plainly required by the context, any genders may be construed to include all genders, and the singular or plural may be construed to include the plural or singular, respectively.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Company, this Plan is hereby executed this _____ day of _____, 20____.

BY: _____

_____ DATE:

PHL:5875916.1/1-102007

Somerset County Vocational and Technical Schools

Schedule A

OPT-OUT BENEFIT FOR:

Principals and Supervisors Association

And

The Somerset County Vocational & Technical Education Association

Effective July 1, 2009, upon an employee electing to completely opt out of medical insurance coverage when the employee previously had family, husband and wife, parent and child or single coverage, the Board will pay the employee the following sums:

\$4,000.00 each full year that opt-out election from family coverage is maintained

\$3,000.00 each full year that opt-out election from husband and wife coverage is maintained

\$2,000.00 each full year that opt-out election from parent and child coverage is maintained

\$1,000.00 each full year that opt-out election from single coverage is maintained

The aforesaid payments are to be made to the employee pro-rated on a per pay basis and the execution of a contract to reimburse the board if the employee is re-enrolled in single, family, husband and wife or parent and child coverage before the expiration of the elected year.