

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
CAMDEN COUNTY TECHNICAL SCHOOLS
AND THE
DIRECTORS/COORDINATORS ASSOCIATION OF SAID
SCHOOLS
2006 - 2008 SCHOOL YEARS

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATIONS PROCEDURE	2
ARTICLE III	GRIEVANCE PROCEDURE	4
ARTICLE IV	EMPLOYEE RIGHTS	11
ARTICLE V	ASSOCIATION RIGHTS AND PRIVILEGES	13
ARTICLE VI	DEDUCTIONS FROM SALARY	15
ARTICLE VII	LEAVES OF ABSENCE	16
ARTICLE VIII	EMPLOYEE WORK YEAR AND HOURS	22
ARTICLE IX	VACATION	24
ARTICLE X	COMPENSATION AND MEDICAL BENEFITS	26
ARTICLE XI	PROFESSIONAL DEVELOPMENT	28
ARTICLE XII	MISCELLANEOUS PROVISIONS	30
ARTICLE XIII	MANAGEMENT RIGHTS	32
ARTICLE XIV	LEGALITY OF AGREEMENT	33
	SCHEDULE A	34

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Camden County Technical Schools Directors/Coordinators Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract or on leave, employed or to be employed by the Board for their services, including only: Directors and Coordinators.
- B. For purposes of clarity, terms crucial to the interpretation of this Contract are listed below: Employee, administrator or administrative personnel, when used hereinafter in this Agreement, shall refer to all professional administrative employees represented by the Association in the negotiating unit as defined above, and all references to "males" shall include "females."
- C. The Board recognizes that members of the unit are management and participate as requested by the Superintendent or his designee in an advisory capacity in management decisions as they relate to their responsibilities. The parties agree to support the above concept.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. **DEADLINE DATES**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin in the fiscal year of the current contract with a meeting to be held at a mutually satisfactory place within 15 days after receipt of a notice of intent to commence negotiations. Said notice shall not be given prior to October 15 of such year. The parties can mutually agree to an extension of time.

B. **NEGOTIATING TEAM AUTHORITY**

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, make counter proposal, tentatively approve provisions in the course of negotiations and recommend to their respective parties the total agreement as reached by the negotiating representatives. It is mutually agreed that such tentative approval is subject to ratification by the Association and Board.

C. MODIFICATION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject matter of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective during its term as set forth in Article XIV hereof, subject to the Association's right to negotiate over a successor agreement as provided above.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" means a complaint or a claim that there has been an improper application, interpretation or a violation of any term or provision of this Agreement, board policies or administrative decisions affecting a member, a group of members or the Association.

B. PURPOSE

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

C. PROCEDURE

1. FILING A GRIEVANCE

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as a representative of a group or a class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within sixty (60) calendar days of the occurrence which caused the grievance.

2. FAILURE TO COMMUNICATE A DECISION

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual consent of the parties.
- b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. **INFORMAL ATTEMPT TO RESOLVE A COMPLAINT**

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent. In such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. **LEVEL ONE - IMMEDIATE SUPERVISOR**

If, as a result of the discussions, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to his immediate supervisor specifying:

- a. The nature of the grievance and the provision of the contract it is claimed was violated.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The result of the previous discussion.
- d. The dissatisfaction with decisions previously rendered. The Superintendent shall communicate his decision to the grievant or other parties in writing within fourteen (14) calendar days of receipt of the written grievance.

5. LEVEL TWO – SUPERINTENDENT

If the grievance is not resolved or if no written response is received from the immediate supervisor in the allotted time, the grievant may within ten (10) calendar days of the answer or expiration of the allotted time submit the grievance in writing to the Superintendent of Schools.

6. LEVEL THREE - THE BOARD OF EDUCATION

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

7. LEVEL FOUR - ARBITRATION

If the grievance is not resolved the Association only may within fifteen (15) calendar days of the answer or expiration of the allotted time submit the grievance to arbitration pursuant to the rules and regulations of the Public Employment Relation's Commission.

- a. The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- b. In reaching a decision, the arbitrator shall be limited to the issues submitted and shall consider no other issues. The arbitrator shall neither add anything to nor subtract anything from this Agreement.
- c. The arbitrator shall not have the jurisdiction to determine the arbitrability of issues before him but rather such issues shall be determined by the appropriate administrative agency, quasi-judicial or judicial body, except that the arbitrator shall have jurisdiction to

determine whether or not the parties in interest have met the time limitations imposed by the grievance procedure.

- d. The following matters shall not be arbitrable:
 - 1. The termination of or non-renewal of the contract of a non-tenured employee.
 - 2. Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.
 - 3. Any alleged violation of an employees' rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

8. RIGHT TO REPRESENTATION

Rights of employees to representation shall be as follows: Any grievant may be represented at all stages by himself or, at his option, by a representative and/or an attorney selected and approved by the Association. When a grievant is not represented by the Association in the

processing of a grievance, the Association shall be notified at the time of the submission of the grievance to the Superintendent or at any later level that the grievance is in process. The Association shall have the right to be present and present its position in writing at all discussion or hearing sessions held concerning the grievance after receipt of such notice. The Association shall receive a copy of all decisions rendered by the Superintendent and/or the Board. The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance and any appeals concerning same.

9. **SEPARATE GRIEVANCE FILE**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. **MEETINGS AND HEARINGS**

No meeting or hearing under this procedure shall be public. The only parties in attendance shall be the parties-in-interest and the designated or selected representatives contemplated in this article.

D. COSTS

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Grievance

proceedings shall be scheduled during non-work hours so that time spent during such procedures shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other Association activities for mutual aid and protection, except strikes, walk-outs and the like. As a body exercising government power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any employee with respect to hours wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association (except as limited above); collective negotiations with the Board or his institution of any grievance complaint or proceeding pursuant to this Agreement.

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. Any alleged violation of said rights shall not be subject to the grievance procedure contained in this Agreement. The rights granted to

employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. REQUIRED APPEARANCES

Whenever an employee is required to appear before the Superintendent or his designee, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of his employment, or the salary or any increments pertaining thereto he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a person of his choosing present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with the provisions of N.J.S.A. 18A:25-6 and the Board shall comply with N.J.S.A. 18A:6-8.3.

D. CRITICISM OF ADMINISTRATIVE EMPLOYEES

Any question or criticism by a supervisor or Board member of an employee or any question or criticism by an employee, of a supervisor or Board member shall be made in confidence and not in the presence of students, parents or other public gatherings, unless required by law or at the request of the employee, supervisor or Board member. If an oral complaint concerning an employee is to be acted upon by his supervisor, the complaint shall be reduced to writing and the employee shall be given an opportunity to respond to it.

E. An employee shall not be disciplined, subject to a written reprimand or reduced in compensation, where such action is arbitrary, without rational basis or induced by improper motive.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. **INFORMATION**

The Board will make available to the Association, upon request, public records of the Board.

B. **USE OF SCHOOL FACILITIES**

Representatives and members of the Association shall be permitted to utilize school buildings for Association meetings at reasonable times provided that such meetings shall not interfere with or interrupt normal school operations.

C. **USE OF SCHOOL EQUIPMENT**

The Association shall have the right to use typewriters, computers, duplicating equipment and calculation machines at reasonable times when such equipment is not in use, upon prior written approval of the Superintendent or his designee. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

D. **EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its members, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

E. **BULLETIN BOARD**

The Association shall have the right to use space on the bulletin boards in the faculty room at both campuses for the posting of general information materials, such to be approved by the Association and identified as such. Said posted

materials shall not be derogatory of or in ridicule of any administrator or the Board of Education. Also, the Association shall have the right to use inter-school facilities and mailboxes as it deems necessary without the approval of the administration, which use shall be for the ordinary professional activity of the Association. The Board shall assume no responsibility for the material placed therein.

ARTICLE VI

DEDUCTIONS FROM SALARY

A. LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

B. INCOME PROTECTION INSURANCE

The Board agrees to deduct from employees' salaries premiums for the income protection insurance of the Allen Associates, Washington National Plans, The Franklin Life Insurance Company, The Seely Agency, and transmit monies promptly to the carrier.

C. TAX SHELTERED ANNUITY

An employee may authorize the Board to take deductions from his salary for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE VII

LEAVES OF ABSENCE

A. SICK LEAVE

1. Employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. This accumulated sick leave shall be available for use as sick leave in subsequent years.
2. A physician's certificate may be required for any absence due to illness per N.J.S.A. 18A:30-4.
3. Upon returning from any absence due to illness, an employee will fill out a form entitled "Absence Form." The employee will follow the directions printed on the form, sign the form and turn it in to the office of the Superintendent for approval. This form will be in triplicate. A copy will be placed in the employee's file, one sent to the Office of Personnel and Data Management, and another returned to the employee. If a physician's certificate is required under the provisions of 2 above, it shall be placed in the employee's file.
4. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.

B. TEMPORARY LEAVES OF ABSENCE

1. a. Personal leave - A request for approval of all absences will be

made at least two (2) days in advance of the expected absence on the form entitled "Request for Temporary Leave." The only exception to the two-day advance notification will be an extreme emergency or sudden illness.

- b. The request will be made in triplicate. One copy will be returned to the employee making the request, signed by the Superintendent or his nominee. One copy will be placed in the employee's file and one copy will be sent to the Office of Personnel and Data Management.
 - c. Anyone having to take a personal day under emergency conditions and not able to submit the request two days in advance, will do so immediately upon return to school.
2. Absence without salary deduction shall be allowed in the amount of up to five (5) days due to death in the family. Family is defined as a parent, child, spouse, or any person residing in the employee's household.
Absence without salary deduction shall be allowed in the amount of one (1) day due to the death of a brother, sister, mother-in-law, father-in-law, grandmother or grandfather.
 3. Absence without salary deduction shall be allowed for three (3) days in any one school year provided that the need for such days is to perform personal business that cannot be performed during non-school hours. Personal business shall be defined to include the observance of religious holidays. Except in the case of an extreme emergency, such days may not

be taken on the day immediately before or after a school holiday. Any such days not utilized in a school year shall accumulate as sick leave pursuant to "SICK LEAVE - ARTICLE VII" as of July 1st of the succeeding school year.

4. Absence without salary deduction shall be allowed for a required appearance in a court of law or before an administrative agency, provided the employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary action between the Board and the employee, except as otherwise provided in N.J.S.A. 18A:16-6.1 under the terms of which expenses of hearing shall be construed to include salary.
5. In case of required jury duty, an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.
6. Other leaves of absence with pay may be granted at the discretion of the Board or the Superintendent.
7. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

C. EXTENDED LEAVES OF ABSENCE

1. Military leave without pay shall be granted to any employee who is inducted in any branch of the armed forces of the United States for the period of said service.
2. **EXTENDED DISABILITY LEAVE**

- a. Due to medical disability, an employee shall be granted an extended leave of absence without pay (subject of Paragraph d hereof) if any one of the following conditions exists:
 - (1) A notable and substantial decrease in work performance.
 - (2) The production of a certification from a medical doctor that the employee is medically unable to continue to work.
- b. The Board shall have the right to have such an employee examined by its own physician and in the event of a disagreement between the Board's physician and the employee's physician on such ability or inability, the question shall be referred to a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, for final and binding resolution. The expenses of the third physician shall be paid by the Board.
- c. During the period of the employee's personal medical disability, accumulated sick leave benefits in accordance with "SICK LEAVE - ARTICLE VII" shall be paid until such benefits are exhausted or the personal medical disability has terminated.
- d. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent or his designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence. The request shall specify therein the

date upon which, subject, to medical confirmation, the employee proposes to return. Upon termination of the medical disability, the employee shall return to work, resign, retire or apply for other leave. In the event of disagreement, the date of such termination shall be established as set forth in Paragraph b above.

- e. Application for extended medical disability shall not be granted beyond June 30 of the current school year. In the event an employee wishes to continue on extended medical disability for all or part of the ensuing school year, an application for such status shall be made during the month of June accompanied by appropriate medical certification and shall be granted by the Board. In the event the continued extended medical disability is for part of the ensuing school year and there is a change in the employee's medical status during the school year, the Board shall, upon submission of an additional application and appropriate medical certification, make changes in said leave. In the event of a question concerning the certification, it shall be resolved in accordance with Paragraph b above.

3. CHILD REARING LEAVE

Upon completion of a disability leave in accordance with Paragraph 2 above, an employee may make application to the Board for an unpaid child rearing leave of absence. Upon application, said leave shall be granted by the Board for a period not to extend beyond the end of the

contract year in which leave is requested to commence for non-tenured employees and shall not extend beyond the beginning of the second September 1 from the date on which said leave is to commence for tenured employees. The date of the requested return by the employee may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

4. Other leaves of absence without pay may be granted at the discretion of the Board.
5. All extensions or renewals of leaves shall be applied for and responded to in writing.
6. An employee shall not accrue sick leave and vacation time while on an extended leave of absence. Upon return from an extended leave of absence, any sick leave or vacation time that had been accrued by the employee before going on the extended leave of absence (and not utilized by him) shall be restored to him. The employee shall be assigned to substantially the same position he held at the time his leave commenced.

ARTICLE VIII

EMPLOYEE WORK YEAR AND HOURS

A. EMPLOYEE WORK YEAR

The employee work year shall be twelve (12) months on a fiscal year basis (July 1 to June 30) except for official holidays, any approved vacation or leave day and any day that the schools are closed. During the teachers' school year (first work day for teachers in September and last day work day for teachers in June), employees shall be required to be in attendance on any day when teachers are required to be in attendance.

B. EMPLOYEE HOURS

1. Between the dates of September 1st and June 30th the employees' regularly scheduled work day shall be eight (8) hours including lunch. The start time of the employees' work day shall be as determined by the Superintendent or his designee. In the event teachers are dismissed early on any teacher work day, employees shall remain in attendance until dismissed by the Superintendent or his designee. Between the dates of July 1st and August 31st, the employees' work day shall be seven (7) hours including lunch.
2. The employees recognize and accept that their positions and responsibilities must be met and to accomplish this, the employee may be called upon occasionally to work before and after regularly scheduled hours and/or on weekends. In view of the above, the employee may

request an adjustment of his scheduled work hours. Said adjustment is subject to the approval of the Superintendent or his designee.

ARTICLE IX

VACATION

A. TIME ALLOTTED

1. Employees hired prior to July 1, 1998 shall be entitled to twenty-three (23) vacation days per contract year and employees hired effective July 1, 1998 and thereafter shall be entitled to twenty (20) such vacation days.
2. The aforementioned vacation time shall be available for use in the following contract year. The vacation time earned for an employee who has worked less than a full contract year shall be prorated.

B. USE OF VACATION TIME

Employees must submit their vacation requests to the Superintendent or his designee for approval on or before June 1. The employee will be advised of its approval by June 15. It is further recognized that all approved vacation time must take into account the smooth operation of the district. The employees recognize that occasionally emergencies arise that require them to work during scheduled vacation time. These emergencies include but are not limited to the following: unexpected resignations, difficulty in finding qualified staff, scheduling difficulties and/or technology issues. When these situations occur and the employee is able to alter his scheduled vacation and does work and, with the prior approval of the Superintendent or his designee, the employee may bank all or a portion of unused vacation time to be used at a later date.

- C. If an employee dies while employed, payment for any accrued unused vacation time shall be made to the employee's estate at the employee's current per diem rate.
- D. An employee who resigns or retires during the contract year shall receive payment for all earned and banked vacation days at his/her per diem rate.

ARTICLE X

COMPENSATION AND MEDICAL BENEFITS

A. SALARY

The salary of each employee covered by this Agreement shall be as set forth in Schedule A attached hereto and made a part hereof. An employee must have worked for at least six (6) calendar months in a given fiscal year (July 1 to June 30) to be eligible to receive a salary increase for the following fiscal year.

Any unit member that holds an earned Doctoral degree that is related to his or her duties shall be paid an additional amount as follows: school year 2006-2007, \$1,500; school year 2007-2008, \$1,500.

B. MEDICAL BENEFITS

1. The Board agrees to continue its present policy for the paying for coverage of employees and dependents under the New Jersey State Health Plan.
2. The Board agrees to continue the present coverage for employees and dependents for a prescription drug plan with a \$0.00 co-pay for drugs purchased by mail, \$5.00 co-pay for generic drugs and a \$10.00 co-pay for legend drugs.
3. The Board agrees to continue the present coverage for employees and dependents under its existing dental health plan and further agrees to provide as an option a flagship dental plan provided that the Board

continues to qualify for same and the flagship dental plan does not result in premium payments higher than those for the Board's basic dental plan.

C. PAY PERIODS

1. Employees shall receive paychecks on the 15th and 30th of each month.
2. When a pay period falls on or during a school holiday or weekend, the employee shall receive his paycheck on the last working day before the holiday or weekend.
3. When a pay period falls during an employee's scheduled vacation days, he may request his paycheck be available on his last work day present. Said request must be made at least two weeks prior to the last work day.

D. PAYMENT FOR ACCRUED SICK LEAVE

Any employee who has been employed by the Board for a period of ten (10) years or more shall be paid \$75.00 per day for no more than 170 unused accumulated sick leave days if said employee retires during the 2006-07 or \$80 per day for no more than 175 accumulated sick leave days if said employee retires during the 2007-08 school year. This paragraph shall not apply to any employee whose employment is terminated as a result of a decision of an administrative agency or a court of competent jurisdiction. If an employee dies while employed, this benefit shall be paid to the employee's estate.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL ORGANIZATIONS

The Board recognizes the value of its employees being members of a professional organization. Therefore, the Board agrees to pay the dues for members of the association to two of the following associations relevant to the professional's position: NJASCD, ISTE, NBEA, or NJCEA.

B. PROFESSIONAL MEETINGS

The Board may pay the registration fee, tuition and related expenses for any employee to attend conventions, conferences, workshops or seminars subject to prior approval of the Superintendent and the Board.

C. TUITION REIMBURSEMENT

The Board shall pay the prevailing graduate rate per credit hour at Rowan University for no more than six (6) credit hours per employee per school year subject to prior approval by the Superintendent in accordance with the following criteria:

1. Courses must be in administration, vocational, secondary education or other approved related specialties.
2. Courses must be taken at a school recognized by the New Jersey Department of Education.
3. The employee shall be reimbursed upon proof of successful completion of the courses.

- D. In addition to the terms of the above section C, the technology professionals who are members of the association shall be reimbursed at the Rowan University Graduate Credit rate to a maximum of six (6) credit hours per year for course work leading to an Industry Standard Technology Certification.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination in the hiring, training, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement and the Board and Association shall carry out the commitments contained herein and give them full force and effect.
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.
- D. All employees who may be required to use their vehicles in the performance of their duties shall be reimbursed by the Board at the mileage rate approved by the Internal Revenue Service.
- E. The Board shall review any claims (after receiving such verification as it shall request) on a case-by-case basis, made by employees for damages to their personal property arising out of and in course of the performance of their duties as administrators and shall pay all or such part of such claims, not reimbursed to the employee by the Board's worker compensation carrier, as the Board in its absolute discretion shall deem appropriate. In no event shall such payment exceed ONE HUNDRED DOLLARS (\$100.00).
- F. The Board shall, at its own expense, provide sufficient copies of this Agreement for present and new employees.

- G. Any individual contract between the Board and an employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement, except such contract shall be issued for no longer than one (1) year, shall be in the form as prepared and distributed by the New Jersey Commissioner of Education pursuant to N.J.S.A. 18A:27-7 and shall contain a sixty (60) day termination clause. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:
1. If by Association to Board: c/o President, Camden County Technical Schools, 343 Berlin Cross Keys Road, Sicklerville, NJ 08081-4000.
 2. If by Board to Association: Camden County Technical Schools Directors/Coordinators Association, c/o President (at school presently assigned).

ARTICLE XIII

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

ARTICLE XIV

LEGALITY OF AGREEMENT

- A. In the event that any portion of this Contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.
- B. The duration of this Contract shall be from July 1, 2006, to June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries:

THE BOARD OF EDUCATION OF THE
TECHNICAL SCHOOLS IN THE
COUNTY OF CAMDEN, NEW JERSEY

By: _____
Louis S. Bezich, President

Attest:

James, Clark, Secretary

DIRECTORS/COORDINATORS
ASSOCIATION

By: _____
Dave Burns, President

DATED: _____

SCHEDULE A

NAME	2006-2007	2007-2008
D. Burns, Coordinator of Technology and Computer Applications	82,102	85,715
S. Kelly, Ed.D., Job Development Coordinator	84,039	87,737
P. Null, Director – Director – ETTC	85,552	89,316
D. Valentino, Coordinator of Technology and Computer Applications	82,102	85,715