

AGREEMENT

Between

**BOARD OF EDUCATION OF
THE VOCATIONAL SCHOOLS IN THE
COUNTY OF MIDDLESEX, NEW JERSEY**

and

**MIDDLESEX COUNTY VOCATIONAL
EDUCATION ASSOCIATION**

2006-2009

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PREAMBLE

THIS AGREEMENT, entered on this _____ day of _____, 2006, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF MIDDLESEX, NEW JERSEY. hereinafter called the "Board" and the MIDDLESEX COUNTY VOCATIONAL EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Middlesex County Vocational School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are qualified to advise the formulation of policies and programs designed to improve educational standards; and

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION OF ASSOCIATION

A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment only for the following certificated personnel employed by the Board:

- | | |
|------------------------|----------------------|
| Day School Teachers | School Psychologist |
| Librarians | School Social Worker |
| School Nurses | Student Assistance |
| Guidance Counselors | Speech Correctionist |
| Cooperative Vocational | Learning Consultant |
| Education Coordinators | Licensed Practical |
| | Nursing Instructors |

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees, male or female, represented by the Association as above defined.

ARTICLE II

RECOGNITION OF BOARD'S RESPONSIBILITIES

- A. The Association hereby recognizes the Board's right to choose and designate its representatives for collective negotiations concerning the terms and conditions of employment; including, but not limited to, informal preliminary discussions between the Superintendent of Schools and the representatives of the Association. Any proposals presented by either party in such informal preliminary discussions shall not be binding on either party unless incorporated into the signed Agreement.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitations imposed by the language of this Agreement. The Board is responsible for the control and management of the schools in accordance with laws, and rules and regulations of the State Board of Education.
- D. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any questions or proposal until the procedures within this Agreement are fully exhausted. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees not inconsistent with the express terms of this Agreement and/or N.J.S.A. 34:13A-I et seq.
- E. The Board of Education, subject only to the legally enforceable express terms of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof. By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify, and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of instruction and the duties, responsibilities and assignments of teachers with respect thereto, including the determination of work load and the number of teaching periods, and with respect to administrative and non-teaching duties, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

ARTICLE III

NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-I et seq., in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Negotiations shall begin no later than November 1st, or such other date as may be required by the Public Employment Relations Commission, of the calendar year preceding the year in which the existing contract expires.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association statistical data and information relative to salaries and sick leave. It is understood and agreed that the negotiation committees cannot bind their respective principals and that any tentative agreement reached by committee must be ratified by the full Board and the Association.
- C. This Agreement shall not be modified except by an instrument in writing, duly executed by both parties.
- D. If any provision of this Agreement is declared invalid by any Court or by the Public Employment Relations Commission, the remainder of the contract shall remain in full force and effect, and the parties shall meet to negotiate the provisions declared invalid.
- E.
 - 1. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject 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 time they negotiated or signed this Agreement.
 - 2. The Board agrees that any changes in terms and conditions of employment during the term of this Agreement shall be negotiated with the majority representative before implementation by the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or a group of teachers. The term “grievance” shall not include or apply to any matter: (a) which is a complaint of a non-tenure teacher arising by reason of his or her not being re-employed; or (b) which is a complaint by any teacher occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An "aggrieved person" is the person or persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Since it is important that grievances be processed promptly, the number of days permitted for responses or appeals to the next level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If no response is given by the representative of the Board, within the time specified, the grievance shall automatically be moved to the next level. The time limits may be extended by written agreement between the parties.

C. Procedure:

1. Level One:

- (a) A teacher with a grievance shall first discuss it with his or her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- (b) A grievance under Level One must be initiated within twenty (20) school days after the occurrence of the facts of the grievance, and/or the grievance shall be deemed to be settled and the right to further processing under this procedure waived.

2. Level Two:

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing with the Association's designated representative. Within five (5) school days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.
- (b) The submission to the Superintendent shall contain a written statement setting forth:
 - (1) The nature of the grievance.
 - (2) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
 - (3) The results of previous discussions.
 - (4) The stated dissatisfaction with the decision previously rendered.
 - (5) Documents and information relevant to the grievance which are within the custody of the Association.

3. Level Three:

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been reached within ten (10) school days after the grievance was delivered to the Superintendent, he or she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association's designated representative submit his or her grievance to the Board of Education.

The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to

the Board. The Board shall review the grievance, at its option, hold a hearing with the employee, and render a decision in writing within fifteen (15) school days of receipt of the request.

- (b) Within a reasonable length of time but not later than the date of the next regular meeting of the Board, if possible, the Board and the Association's designated representative shall attempt to reach a mutually acceptable settlement.
- (c) A claim shall only be processed beyond Level Three if such a claim does pertain to the interpretation, application, or violation of this Agreement.

4. Level Four:

- (a) If the grievance is not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation, inequitable application or violation of any of the provisions of this Agreement, the grievance may be submitted to the Public Employment Relations Commission for arbitration by a written notice to the Board within ten (10) school days following receipt of the Board's decision.
- (b) The decision of the arbitrator shall be in writing and shall set forth his or 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 or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is expected from this grievance procedure or arbitrator's review by law or by any other provision of this Agreement, or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (c) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.
- (d) In the event a grievance is filed after June 1, or that the time limits for processing the grievance extend into the summer recess period, the

number of days specified in the grievance procedure shall continue to be interpreted as if the school year is in session.

- (e) Days listed as "vacation" in the Board approved School Calendar shall be exempted from the timeline.
- D. All employees, including the grievant, shall fulfill all obligations of employment during the processing of a grievance at all levels.
- E. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
- F.
 - 1. The disposition of any grievance at any steps of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.
 - 2. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- G.
 - 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
 - 2. All meetings and hearings under this procedure shall not be conducted in public, subject to the applicability of the Open Public Meetings, Act, N.J.S.A. 10:4-6 et seq., and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

- H. The Board may, at its election, institute a grievance against the Association for claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to obtaining the services of an arbitrator, the Board shall notify the Association in writing of its intention so to do, with reasons. The parties shall meet within ten (10) school days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) school days after the first such meeting, the Board may then proceed to obtain the services of an arbitrator by following the applicable procedures of Level Four.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with copies of new or revised Board policies which relate to teachers or students within a reasonable time after adoption of such policies.
- B.
 - 1. Representatives of the Association shall have the privilege to transact official Association business or hold meetings on school property at all reasonable times with the prior approval of the school principal or Superintendent, provided that such activities shall not interfere with or interrupt normal school operations.
 - 2. For those meetings which are scheduled for the teachers of two or more schools, the request for use of the building is preferred to be in writing to the Superintendent and signed by the Association President, but may be made by telephone if an emergency exists.
- C. The Association shall have the privilege of using school facilities and office equipment such as typewriters, duplicating equipment, calculators, and visual aid equipment at reasonable times when such equipment is not otherwise in use, with the prior approval of the school principal or Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior approval of the school principal or Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.
- E. The Association President shall be released for Association business one (1) period per week. The Board shall attempt to schedule the Association President as follows to allow for release time: if an academic teacher, with prep and duty for first and last period of the day; if a career major teacher, with prep either first or last period. If the Association President takes time over and above the one period per week which is outside the preparation and/or duty period and approved by the Administration, the Association shall reimburse the Board for this time at the class coverage rate.

ARTICLE VI

TEACHER EMPLOYMENT

- A. The Board shall employ properly certificated teachers holding valid New Jersey teaching certificates for every regular day school teaching assignment, as required by school law.
- B. New teachers may be placed on the salary guide above the minimum step if they have qualifications which are above the minimum requirements. The administration has the discretion to hire teachers new to the profession up to the 5th step of the salary guide for hard-to-fill positions.
- C. The Superintendent shall determine the classification of the employee and the proper salary step in accordance with the salary guide in effect at the time of entrance into employment.
- D. In determining the proper salary step and schedule classification for a new teacher the following procedure shall be used, except that in no case shall the teacher be paid a salary less than provided under the New Jersey Statutes:
 - 1. A new teacher may be allowed one full salary step credit for each full year of continuous full-time military service, up to a maximum of four steps as defined in N.J.S.A. 18A:29-11.
 - 2. A new teacher without previous appropriate teaching experience may not start higher than the tenth step, except for credit for military service.
 - 3. A salary step may be allowed for each full school year of approved and appropriate full-time public school teaching experience.
 - 4. A salary step may be allowed for each two full school years of approved and appropriate non-public school teaching experience.
 - 5. A salary step may be allowed for each two calendar years for approved and appropriate - occupational experience beyond requirements for certification, if such occupational experience is required or highly desirable for position held.
 - 6. Salary step credit for experience or military service shall be granted only when satisfactory evidence of such experience is provided as required by the Superintendent.
 - 7. Placement on Schedule "B", "C", "D", "E", "F", "G", or "H" shall be determined in accordance with definitions in Article VII: Section C., Salary Guide.
- E. Teachers shall be engaged to serve under one of the following terms of employment unless otherwise appointed by the Board.

1. Ten Months: Employment on a ten month basis shall start on September 1 of each calendar year and continue through June 30 of the succeeding year.
 2. Twelve Months: Employment on a twelve month basis shall start on July 1 of each calendar year and continue through June 30 of the succeeding calendar year, with vacation to be taken at such time as approved by the Superintendent.
- F. Full-time day school teachers are ten (10) month employees and shall be on a single salary schedule. There shall be no distinction based on sex, marital status, race, creed, color, national origin, ancestry, age, liability for military service, atypical hereditary cellular blood trait, disability, or sexual orientation.
- G. The regular annual salary for a teacher is to be considered full remuneration for a "normal load." A normal load is defined as a full-time teaching assignment with the non-classroom obligations normally associated with such an assignment, including special duties as assigned by the principal. This is in addition to and not in lieu of certain major activities, for which remuneration is provided, as described in Article VII, Section P.
- H. The normal working days for each school year are shown in the official calendar approved by the Board of Education. The calendar is subject to change at the discretion of the Board. For example, as recommended by the Superintendent, the Board may authorize the closing of schools and/or offices in case of emergencies and may authorize the opening of schools and/or offices to make up such lost days.
- I.
 1. The working days and hours specified in this Agreement are the normal minimums. When necessary to take care of emergencies or to fulfill the responsibilities of the job, a reasonable amount of overtime work may be expected without additional compensation.
 2. Teachers new to the district must work for orientation purposes, without extra compensation, two extra days outside the contract period in their first year of employment.
- J. All full-time school day instructional personnel are to be available for work or special assignments from September 1 through June 30 unless excused by the Superintendent, Saturdays, Sundays and Board approved holidays excepted. Personnel are expected to be on the job at 8:30 A.M. which is fifteen (15) minutes before school opens and to remain until 3:45 P.M. which is fifteen (15) minutes after school closes or until their work, which may include special assignments, is completed. The fifteen minutes before and after the student day will be duty free for staff except for those duties that currently exist. All teachers shall have a thirty (30) minute daily duty-free lunch period. The Board will make every reasonable effort to schedule the duty-free lunch period during regularly scheduled student lunch periods. Instructional personnel shall notify their building administrator/supervisor that they will be leaving school grounds prior to departing during their duty-free lunch and will notify the office upon their return.

The Board will grant to each teacher a preparation period designated by the Board, equivalent in time to one (1) instructional period each day. On occasion, emergencies may arise which may shorten a teacher's preparation period. This provision shall not prevent a teacher from performing teaching duties in lieu of his or her preparation period if he or she desires. It is recognized that certain teachers have unstructured workdays which adequately provide time for preparation. Therefore, the provision for scheduled preparation time will not apply to guidance counselors, child study team members, school nurses, full-time librarians and teachers of day-school adult programs (Beauty Culture and LPN programs).

K. It is intended that the preparation period granted in Section J shall be used by teachers to perform functions that improve classroom and shop instruction. These functions shall include such things as the following:

1. Preparation of lesson plans.
2. Developing and preparing class materials.
3. Developing and coordinating supply and equipment lists with the business office.
4. Maintenance of shop equipment.
5. Vendor contacts.
6. Answering administrative directives and preparation of miscellaneous administrative paperwork.
7. Participating in student/parent related conferences.
8. Participating in extra-curricular activities.
9. In-service training.
10. Working on public exhibits required to further public relations.
11. Developing curriculum and courses of study.
12. Staff shall be permitted to leave school grounds to fulfill the above functions with approval from the Administration.

L. 1. Guidance Counselors

In order to properly carry out guidance and placement duties and responsibilities guidance counselors are expected to work beyond the normal school day without extra compensation. The counselor's duties and working days and hours shall be assigned by the school principal subject to the approval of the Superintendent, including summer work. Guidance counselors are employed on a twelve (12) month basis, one (1) month vacation.

2. Child Study Team

The Child Study Team members shall work a maximum of six (6) days over the teacher work year between September 1 and June 30.

- M. 1. All available teaching and counseling positions paying an equal salary or a salary differential and/or positions on the administrative-supervisory levels of responsibility in day or evening schools shall be made known to the teachers and the Association by the Superintendent as soon as the position becomes available by posting the position for ten (10) school days. All teachers shall have the opportunity to initial the posting. For extraordinary circumstances the Board may request a waiver of the ten (10) school days posting. A confirming facsimile shall be forwarded to the main office of each school, addressed to the Principal and the Association President. The Principal shall supply a copy to the Association Building Representative.
2. The building principal will post building specific extra curricular/stipend positions ten (10) days prior to the application deadline.
3. Published information concerning vacancies and new positions shall include job titles, qualifications for the new positions. This information shall be posted on the teachers' bulletin board in each school office, and copies provided for the Association as soon as the position becomes available.
4. All teachers holding the appropriate certifications and endorsements shall be given the opportunity to make application, and no position shall be filled until teachers who have applied and who are deemed qualified by the administration for the position have been considered, except during emergency situations when conditions are beyond the control of the Board.
5. Announcement of any appointment shall be posted in each school, copies provided for the Association and shall be posted. All teachers shall have the opportunity to initial the posting.
- N. 1. The Board hereby gives assurances that in establishing the teaching schedule of academic and related subject teachers, it will make every practical effort to schedule a teacher's load on a unit wide average which will not normally exceed thirty (30) periods per week. The Board will also make every practical effort to schedule shop teacher contact periods so that their schedules will not exceed thirty five (35) pupil contact periods per week.

As far as practicable, the number of consecutive periods taught shall be no more than four (4) and the number of different classes taught shall be no more than four (4) for academic teachers. However, the Superintendent may assign teachers to teach more than four (4) consecutive periods and more than four (4) different courses for academic teachers where he/she identifies a need.

2. An employee that is assigned to teach an extra class over the required load, thirty (30) periods for academic teachers and thirty five (35) periods for career major teachers, shall be compensated an additional 1/6th for academic teachers of their annual salary and 1/7th for those teaching a career major. No employee will be required to lose a lunch period or plan period to perform this work. The compensation shall count as salary and shall be pensionable. An employee must be certified in the area required to be approved for the assignment.

The procedure will be as follows: The principal, superintendent or his/her designee, will ask for a volunteer for the above assignment. If no one volunteers, the principal will canvas staff beginning with the individual having most seniority in the subject area to the individual having least seniority. If at the end of that process no one accepts the assignment, the assignment will go to the person with the lowest seniority. That individual can only be required to take the assignment for one year.

3. The Association may request a meeting with the Superintendent after these schedules are issued to discuss any discrepancies. Any teacher who voluntarily wants to exceed these limits may do so without compensation.

ARTICLE VII

SALARY GUIDE

- A. The salary guide schedules for all teachers covered in this Agreement are set forth in the Appendix, which is attached hereto and made a part hereof.
- B. The salaries of all new teachers, and present teachers offered new contracts or teachers on tenure who qualify for new salary rates shall be determined in accordance with the salary schedules shown in the Appendix and any other adjustments or provisions included in this Agreement.
- C.
 - 1. If a teacher qualifies for a college degree beyond the one now held (if any), and/or for placement on a higher salary schedule as the result of college credits earned prior to September 1 of the year covered by the Agreement, salary adjustment shall be made effective September 1.
 - 2. It is the responsibility of the teacher to obtain pertinent transcripts and have them sent directly to the Superintendent by the college, and to apply in writing for salary adjustment within the school year covered by the Agreement. No salary adjustments will be made for prior school years.
 - 3. Sometimes there are delays in obtaining college transcripts before September 1. Adjustments shall be made retroactive to September 1 if determined to be valid.
 - 4. Certification in Schedules B, C, D, E, F, G and H means whatever legal certification/licensure as required under the Rules and Regulations of the New Jersey Department of Education. It is expressly understood that the term "licensure" shall in no way contradict any rules, regulations, codes, statutes and/or case law regarding the need for a teaching certificate as a condition of employment. More specifically, and by way of example, possession of a license for a particular trade shall not be a substitute for the required teaching certificate.
 - 5. "Plus 30 credits" in Schedules "C", "E", "F" and "G" means 30 or more college credits verified by college transcript and approved by the Superintendent in addition to credits required to obtain regular certification, and/or credits used to earn degree.
 - 6. "Doctoral Degree" in Schedule "H" must be an earned doctorate.
 - 7. College credits and degrees must be from an institution accredited by the New Jersey State Department of Education for certification purposes and shall be an institution listed in "Accredited Institutions" by Von Alt, Kenneth, published by Greenwood Publishing Group or accredited by the

Council for Higher Education Accreditation. No employee's placement determined prior to June 30, 2006 shall be affected.

8. Starting July 1, 2006, a teacher who earns 500 hours of professional development, excluding hours earned in college courses, shall be paid a stipend of \$500.00. The professional development hours must (A) be instructed by a qualified New Jersey professional development provider; (B) be pre-approved by the Administration; (C) not occur on district time; (D) not be reimbursable by the Board; and (E) occur in a five (5) year period in order to qualify for consideration for accrual. The stipend shall be paid to the teacher commencing in the contract for employment in the next school year following the accrual of such 500 hours.

D. Basic salaries for all teachers shall be paid in accordance with salary schedules in Appendix "A".

E. Passing from one salary step to next higher shall take place on July 1 for twelve (12) month employees and teachers employed on special summer assignments, and on September 1 for ten (10) month teachers.

F. The Board will place related instructors who have appropriate shop certification, at Level 2a of the Teacher Salary Schedule, provided such teachers are employed as of July 1 of the school year and are assigned to regularly teach at least one shop period per day in the area in which they have a shop certificate. In the case of a change to such status and assignment for such teachers the salary will be increased to the appropriate schedule on a pro rata basis for the balance of the school year.

Those related instructors having shop certification and receiving compensation under 2a of the salary guide prior to July 1, 1975 will continue to receive this compensation whether or not they are used as substitute teachers in their area of shop certification. The periods spent as shop substitute teacher are to be considered as part of his or her thirty (30) teaching periods.

G. All provisions for salaries and increments specified in this guide are based on the assumption that personnel have certification with permanent validity for their position as prescribed by State Law and State Board of Education Rules and Regulations.

H. 1. A teacher with 15 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$ 750 increment.

2. A teacher with 20 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$ 750 increment in addition to the amount received pursuant to paragraph 1 of this Section.

3. A teacher with 25 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$ 750 increment in

addition to the amount received pursuant to paragraphs 1 and 2 of this Section.

4. A teacher with 30 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$ 750 increment in addition to the amount received pursuant to paragraphs 1, 2 and 3 of this Section.
 5. A teacher with 35 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$750 increment in addition to the amount received pursuant to Paragraphs 1, 2, 3 and 4 of this Section.
- I. When it is to the best interests of the schools to assign a teacher to a position in a lower salary category or schedule, he or she shall not suffer any salary reduction as a result of this assignment.
- J.
1. Teachers employed on a ten-month basis shall be paid in twenty equal semi-monthly installments.
 2. Teachers or counselors employed on a twelve-month basis shall be paid in twenty-four equal installments.
 3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
 4. Teachers working on a ten-month basis shall receive their final checks in June after all obligations for the school year are completed.
- K. Teachers may individually elect to have a percentage of their bimonthly contract salary (in \$10.00 increments) deducted from their pay. Such deductions shall be deposited by the Board with the Middlesex County Teachers Credit Union in one lump sum check for each pay period. The Credit Union shall have the sole responsibility for allocating the funds to the respective teachers' accounts and for disbursing the same to the teachers. Teachers desiring to participate shall so notify the Board before September 1, during the designated open enrollment period, and shall at that time specify the amount of the desired percentage deduction. Teachers may make one change per contract year in the amount to be deducted, which change will become effective within three (3) months of receipt by the Board of the teacher's written request for such change. The Association and all teachers electing to have such deductions made, shall save the Board harmless for any losses incurred respecting such deposited funds following transmission of such funds by the Board. Contributions to tax shelters, etc. shall be transmitted to those companies in compliance with the law.

L. Guidance Counselor

1. The basic ten-month salary of a full-time guidance counselor shall be calculated at 1.05 times his or her basic salary as a ten-month teacher.
2. For a full month of employment during the summer the counselor shall receive 10% of the salary determined in Section L-1 above.
3. Employment shall be on a twelve-month basis, i.e., total salary determined in Sections L. 1. and L. 2. above shall be paid as defined in Section J. 2. above.

M. Child Study Team

1. For a full month of employment during the summer the Child Study Team shall received 10% of their salary.
2. Employment shall be on a twelve-month basis, i.e., total salary determined in Section M. 1. above shall be paid as defined in Section J. 2. above.

N. School Nurse

A school nurse shall receive the same salary as an academic teacher, including credit for equivalent experience and training. Employment shall be on a ten-month basis. A school nurse may be assigned to teach within his/her area of certification.

O. Whenever necessary to calculate a daily rate for employees the following procedure shall be applied:

1. For employees serving on a ten-month basis the daily rate shall be $1/200^{\text{th}}$ of the annual base salary.
2. For employees serving on a twelve-month basis the daily rate shall be $1/250^{\text{th}}$ of the annual base salary.

- P.
1. A teacher may be assigned to substitute for absent teachers at the discretion of the school principal. For each entire forty-five minute period so assigned and duties performed, the teacher shall be paid the sum of \$25.00 per contact in excess of six (6) per day for instructional personnel and seven (7) per day for shop. Such substitute service shall be added to substitute teacher payrolls normally submitted by principals when employing substitute teachers from outside the school system.
 2. The school principals shall make reasonable efforts to make assignments of substitutes by giving preference for selection to teachers with an unassigned period rather than teachers on a preparation period, provided, in the judgment

of the principal, that the teachers on unassigned period and the teacher on prep period are equally competent to perform the substitution.

Q. The Board will pay teachers for certain extra services performed in the schools under the following conditions:

1. Each compensable assignment shall be described by a job description, including duties and responsibilities, terms of the assignment, and supervision.
2. Payment for the assignment shall be made upon completion of the assignment or the end of the school year, whichever comes first.
3. Performance shall be evaluated by the principal or his/her certified designee and reported to the Superintendent.
4. Such assignments shall be at the discretion of the principal and may be revoked for unsatisfactory performance, upon approval of the Superintendent.
5. No assignment for one school year shall apply the next year unless the principal recommends it and the Board approves the appointment.
6. Teachers with paid assignments shall carry normal teaching loads.
7. The adoption of this policy would in no way change our present policy that a teacher's normal load includes certain unpaid non-teaching duties assigned by the principal, equally distributed among the faculty on a fair and impartial basis. This paragraph recognizes that there are certain important assignments carried out by some teachers which require much extra time, usually beyond the normal school day. If a position is not filled on a voluntary basis, the Superintendent may assign this position on an involuntary basis. Such assignment shall be for one (1) year.
8. Rotation of assignments is at the discretion of the principal.
9. The type, kind, and extent of school activities shall be worked out in each school under the leadership of the school principal, working with the faculty.
10. The following list of paid assignments shall apply during the 2006-2009 school years:
 - (a) Audio Visual Aids Coordinator
 - (b) Student Council Advisor
 - (c) Class Advisors (9th, 10th, 11th, 12th Grades)

- (d) Adult Practical Nurses Advisor
 - (e) Yearbook Advisor
 - (f) Graduation Chairman
 - (g) Safety Council Chairman
 - (h) Organized Sports Advisor
 - (i) Cheerleader Advisor
 - (j) VICA Advisor
 - (k) HOSA Advisor
 - (l) FFA Advisor
 - (m) DECA Advisor
 - (n) National Vocational and Technical Honor Society
Advisor/National Honor Society Advisor
 - (o) Interact Advisor
 - (p) Newsletter Editor
 - (q) FBLA Advisor, Academic Teams/Clubs as approved by the
Administration
 - (r) Team Leader School Within a School
 - (s) Other activities approved by the Board
 - (t) Free/reduced lunch program: A Principal may designate a teacher,
approved by the Superintendent to serve in determining and verifying
eligibility. Compensation shall be paid for one (1) hour outside of the
school day for the period September 1 through October 15 of the
school year at the evening school contract rate.
11. The schedule of paid assignments and salaries to be paid to teachers performing those assignments is attached hereto as Appendix "B" and Appendix "C".
 12. Teachers designated by the Principal and approved by the Superintendent may be appointed under an Extra-Duty/Extra Pay arrangement for Before/After School Service that is outside the contractual time of assigned

teaching and duty periods and will be compensated at the approved Evening School Rate. The Board shall post the position seeking volunteers first. If no volunteers apply, the Principal shall make an annual appointment. No teacher shall serve more than one (1) year in such position, except on a voluntary basis.

- R. The Board shall reimburse teachers for part of the cost of professional improvement under the following conditions:
1. A teacher must first complete the requirements for teacher certification in the position now held before being eligible for the tuition reimbursement plan.
 2. Credits earned to qualify for additional teacher certification, a degree higher than the one now held (if any), or personal professional improvement, will be honored.
 3. The Board will pay 100% of tuition costs up to a maximum of six credits at the prevailing Rutgers graduate rate per year for approved courses taken during the school year. The Board will also pay the same sum for career major instructors for courses appropriate to their instructional areas which have been pre-approved by the Superintendent as equivalent. The Rutgers cost equivalent shall be determined by using the total course hours divided by the three credit rate.
 4. To insure reimbursement the teacher must obtain approval in advance from the Superintendent for courses for which reimbursement will be requested.
 5. Reimbursement will be made by voucher at the close of the school year after tuition receipts and college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below the "B" level will not be honored for reimbursement.
 6. All teachers shall receive annually, up to a maximum cost of two hundred (\$200.00) dollars for costs incurred for attendance at pre-approved professional development workshops/seminars which are related to the teacher's assigned classroom or shop responsibilities and duties and adhere to the Board's district travel policy.
- S. School principals shall select teachers as substitutes in shop areas by use of the following order of preferences:
1. Available multi-shop teachers.
 2. Available related instructors with appropriate shop certification who qualify for Level 2a of the Salary Guide. (This assignment may be used for credit toward such qualification if it is in the area in which they have a shop certificate and these substitute periods are to be considered as part of the 30 teaching periods per week.)

3. Other available teachers. The principal will attempt to equalize distribution of shop substitute assignments among other available teachers who have an otherwise unassigned period rather than teachers who are scheduled for a preparation period (except for those who have an otherwise unassigned period at another time of that school day).
- T. The final payroll paycheck of the school year, issued the day after graduation, will be hand delivered to the employee after all obligations are met.

ARTICLE VIII

LEAVES OF ABSENCE

- A. As of the beginning of the current school year, the following provisions shall be and hereby are adopted as a guide for the leaves of absence of the full-time teachers.
- B. Sections on sabbatical leave apply only to those who are directly engaged in the full-time educational program and who are subject to certification requirements of the State Board of Education.
- C. The benefit provided for the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.
- D. Absences of less than a full day may be excused at the discretion of the principal and/or the Superintendent and need not be reported in writing unless the circumstances would require approval of the Superintendent.
- E. Loss of full pay shall be computed as follows:
 - 1. For instructional staff employees under annual contract (10 months) the daily deduction rate shall be $1/200^{\text{th}}$ of the contract salary.
 - 2. For all twelve-month employees the daily deduction rate shall be $1/250^{\text{th}}$ of the contract salary.
- F. SICK LEAVE is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the School District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
 - 1. Employees shall be allowed ten (10) days sick leave per school year as required by the New Jersey School Law.
 - 2. If an employee does not use the ten (10) days sick leave in any one school year, he or she shall be allowed to accumulate all of the unused portion without limit.
 - 3. Accumulated sick leave shall be reckoned from the date on which the employee was first employed by the above-mentioned school board. If an employee leaves and is re-employed by the Board, his or her accumulated sick leave shall be reckoned from the date of his or her re-employment.
 - 4. All employees absent due to illness shall be required to fill out a form furnished by the Board of Education stating the nature of his or her illness or

injury. The Board of Education may, at its discretion, require a teacher to furnish a physician's certificate of illness or injury.

5. Part-time teachers under contract shall be entitled to sick leave time on a pro-rated basis.
6. Sick leave time may not be used for any other purpose than personal illness.
7. During each school year (July 1 through June 30) one sick leave day shall be allowed for each full month of employment, for teachers commencing employment after the opening of school.
8.
 - (a) Each employee in the employ of the Board will receive post retirement benefits upon retirement from a State administered Pension Fund, following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$90.00 for each accumulated sick day credited to the teacher as of the date of retirement. Written notification of such retirement must be provided one (1) school year preceding the proposed year of retirement to receive this payment upon retirement. If such notice is not provided, the Board may postpone payment, until one (1) year later. The maximum allowable amount of post retirement benefits payable to any employee shall be twenty-four thousand \$24,000 dollars. The employee providing timely notice shall have the option of receiving such payment upon retirement or deferring such payment until January 2 of the year next following severance.
 - (b) Post Retirement Benefits: The Board shall take the value of an employees accumulated sick time at retirement and make an employer contribution into an authorized 403(b) program on behalf of the employee after retirement. The total contribution shall not exceed maximum allowable by the IRS, including an employee's regular 403(b) contribution made during the period. The employee shall have up to five (5) years to make the total value of the contribution should the employee exceed the limit in the year of retirement. All members of the Association shall receive these benefits; and there shall be no cash option. Contributions shall be made through a Board authorized 403(b) service provider that will accept such contributions.
 - (c) The benefit provided for in Paragraph 8.(a) shall be paid to the estate of any employee who dies while employed in the district, in the amount to which the employee would have been entitled at the time of his or her death, provided that the employee must have had a minimum of 25 years of service in the district. Such payment will be made within a reasonable period following the furnishing of appropriate proof of death to the Board.

G.

Excused Absence Not Due to Personal Illness or Injury:

1. Death in the Immediate Family In case of a death in the immediate family, the employee shall be entitled to a maximum of four (4) consecutive paid days absence without loss of pay, provided that no more than two (2) unpaid days intervene, and provided that one of these four days includes the day of the death or day of the funeral. The immediate family is defined as spouse, parent, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner or any member of the family living in the same house. The employee shall also be entitled to one (1) day per school year for a death in their extended family.
2. Court or Military Orders There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty or selective service or military directive when compliance must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law.
3. Where persons exercising the benefits provided them in this section receive pay for services performed on jury duty or to comply with a subpoena for business directly related to school activities or mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expense monies) received for such services from the court or governmental agency.
4. Convention Days The school calendar normally calls for the closing of the schools for two (2) days at the time of the New Jersey Education Association Convention in the fall. Attendance at this convention on other school days without loss of pay may be requested, in advance, under the provisions of Section 4. or H.1. below.
5. School Business
 - (a) There shall be no deduction of salary for absence on official school business or as a result of official school business which has been assigned and/or approved by the Superintendent.
 - (b) Attendance at a professional meeting or participation in a professional activity which would be of direct benefit to the school system may also be approved by the Superintendent under this section. If approval is not granted under this section, consideration will be given under the provisions of H.1. below.

- H.
 - 1. Three (3) personal days without stated reasons will be granted. At least one (1) day's notice must be provided to the proper supervisor, except in the case of a genuine emergency.
 - 2. Personal days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior written approval of the Superintendent, which will be given, if at all, only after good cause has been shown.
 - 3. Unused personal days shall be converted to accumulated sick leave days, and treated as such.
 - 4. Any excused absence beyond the three (3) personal days shall result in loss of a full day's pay for each day of absence.
- I.
 - 1. No employee shall be allowed to project his/her date of retirement into the future by the use of sick, personal, or compensatory days, provided by statute and/or contract. Written requests for absences other than personal illness are to be provided at least one (1) day prior to the day of the anticipated absence. In an emergency, the request must be made to the principal or supervisor by telephone or other means of communication.
 - 2. A report of the absence will be forwarded to the Superintendent in writing with the principal or supervisor's recommendation.
 - 3. The Superintendent shall approve or disapprove the request and notify the employee of his decision through the principal or supervisor.
- J. Maternity Leave:
 - 1. Maternity leave of absence for non-tenured teachers shall be granted on the same terms as for tenured teachers except that such leave shall not extend beyond the end of her contract year.
 - 2. A teacher shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed but not later than sixty (60) days prior to the leave commencement date. The teacher may apply for maternity leave by furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working.
 - 3. The leave of absence shall end not later than two (2) years from the September following the granting of the leave. The teacher shall return to her job at the beginning of a school year.

4. In the event a vacancy occurs in the area of certification of the teacher on maternity leave, upon approval of the Superintendent, the teacher, and the teacher's physician, the teacher may terminate her leave and return to work.
5. Accumulated sick leave days credited to the teacher at the commencement of her maternity leave, shall be retained until that teacher returns to active service in the district. The teacher's salary status at time of return shall be the same as it was at commencement of the maternity leave, unless the teacher had completed 90 days of service in the year said leave commenced, whereupon the teacher shall advance a maximum of one (1) step on the appropriate salary guide.
6. Part-time or substitute teachers do not qualify for maternity leave.
7. Health care benefits will continue to be paid by the Board during the maternity leave up to one (1) year from the September following the granting of the leave. In accordance with Title 18A, the Board may require the teacher to be examined by a physician designated by the Superintendent.

K. Sabbatical Leave:

1. A sabbatical leave of absence may be granted by the Board of Education for purposes of study, gaining technological or industrial experience in accordance with these rules:
 - (a) Study as here used shall mean study at an institution of higher learning or employment in approved establishments for the purpose of gaining technological or industrial experience of value in vocational education. Evidence of matriculation shall be submitted by applicants to the Superintendent. Courses to be taken by applicants during their sabbatical leave or places of employment to gain technological or industrial experience shall be subject to the approval of the Superintendent.
 2. (a) In order to be eligible for a first sabbatical leave, an employee shall have served in the Middlesex County Vocational school system for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. An employee who shall have had a sabbatical leave may apply for a second sabbatical leave beginning not earlier than the fourteenth consecutive year of employment in the Middlesex County Vocational Schools system.
 - (b) In no case shall a second sabbatical leave be granted for study earlier than seven (7) years from the beginning of the first leave.
3. Applications for sabbatical leave shall be submitted in writing to the Board of Education through the office of the Superintendent and shall be for a full school year; viz., July 1 to June 30, or a half year; viz., July 1 to January 31

or February 1 to June 30. Applications for the full year leave or for the half year leave beginning July 1 must be submitted to the Superintendent not later than the first day of May preceding. Applications for the half year beginning February 1 must be submitted to the Superintendent not later than December 1.

4. If for any reason the purpose for which the sabbatical leave was granted is not pursued the sabbatical leave may be terminated before the date of its expiration by special action of the Board of Education.
5. Applications shall be considered in the order of their receipt by the Superintendent's office, but the Board of Education reserves the right to reject any application. If in the opinion of the Board the number of applications for sabbatical leave for any one period is such that to grant all of them would curtail the efficiency of the schools, the Board will take such fact into consideration in deciding the question of granting sabbatical leaves.
6. Requests for withdrawal of sabbatical leave for the full year or the half year beginning July 1 must be in the office of the Superintendent not later than the first day of June, and requests for withdrawal of a sabbatical leave for the half year beginning February 1 must be in the office of the Superintendent not later than the preceding first day of January.
7. Within one month after the resumption of service, following the termination of a sabbatical leave, each teacher shall submit to the Superintendent a brief written report on the manner in which the sabbatical leave was spent.
8. A teacher granted a sabbatical leave shall receive for the duration of the leave one-half of the salary to which he or she is entitled under the salary guide.
9. Any and all rights and privileges, including salary increments, to which a teacher in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect. Accumulated sick leave days shall be retained to the teacher's credit during sabbatical leave. The Board shall continue to pay for health care benefits during the sabbatical leave.
10. Each teacher granted a sabbatical leave must agree to return to the school for one (1) year of full-time teaching after the sabbatical leave is completed.
11. Grants, fellowships and awards (but not including reimbursement for books or travel) which, when added to the remuneration provided in Paragraph 8 above, would exceed the teacher's present salary for the school year shall result in a reduction of the sabbatical remuneration to the extent of such excess.

L. Other Leaves of Absence:

1. Requests for leaves of absence other than covered heretofore in Article VIII must be made in writing to the Board of Education through the Superintendent. Such leaves may or may not be granted. The duration and conditions of the leave, if granted, shall be matters of special action by the Board.
2. An employee, after exhausting all accumulated entitled leave, and who is granted a leave without pay, has the right to continue his/her health insurance coverage for a period not to exceed three (3) months from the date of the granted leave without pay.

ARTICLE IX

FRINGE BENEFITS

- A. The Board shall provide health care protection for teachers with the New Jersey State Health Benefits Plan. For all employees employed as of June 1, 2004, benefits will be supplemented by the provisions of the Unfair Labor Practice Settlement dated August 12, 2004, as presently administered by the Board and Association.
- B. Provisions of the health care insurance program shall be detailed in master policies and contracts carried by the Board.
- C. The health care insurance coverages as currently exist will be maintained and any changes in coverages, other than changes mandated in the contracts or agreements, will be agreed upon by the Board and Association before any contracts or agreements for such changes are signed by the Board.
- D. Except as provided hereinafter, the Board shall pay all premiums for the employee, spouse and children up to the ages permitted by the insurance carrier. Any premiums which are payable by or due from the employee shall be paid through the payroll deduction plan.
- E. The Board will continue to pay all premiums under a family dental care insurance program for the employee, spouse, and children up to the ages permitted under the family dental care insurance program, for the following existing coverages:
 - 1. Non-scheduled plan, Reasonable and Customary, maximum annual dental benefit of \$1400, combined lifetime deductible of \$50 for Preventive Services and Basic Services, annual deduction of \$50 for Major Services, Coinsurance of 70% for Preventive Services, 70% for Basic Services and 50% for Major Services, Pre-Determination of Benefits for charges in excess of \$300.
 - 2. Coverage for orthodontia services for covered dependent children shall be as follows: lifetime maximum per covered child of \$1,000, lifetime deductible of \$50 per covered child, co-insurance of 50%.
- F. Prescription insurance will be provided by the New Jersey State Health Benefits Program and covered to the extent allowable by this Plan, or successor plan.
- G. Provision will be made to provide an optical insurance program acceptable to the Board and the Association. Except as provided hereinafter, the Board will pay 100% of the premiums for the employee, spouse and children permitted under the family plan by the insurance carrier.
- H. Employees who leave our employ shall be covered under the health-care program for one additional calendar month.

- I. Teachers employed on a ten-month basis who intend to return for the following school year beginning in September, and their dependents, shall be covered by the health-care program during July and August.
- J. The Board shall pay for the benefits provided under Article IX, D. for any teacher who retires at or after age fifty-five (55) with twenty-five (25) or more years of continuous service in this District and who is receiving pension benefits under a State administered retirement system, until the sixty-fifth birthday of such teacher.
- K. If the district elects to change the insurance program to another provider and the cost of coverage is greater than the prior carrier, then the district must negotiate the changes in cost before any premium deductions are implemented.

ARTICLE X

REIMBURSEMENT

- A.
 - 1. Teachers who drive their own automobiles on official school business approved by the Superintendent shall be reimbursed, at the mileage rate established by the IRS.
 - 2. Requests for mileage payment must be made on Board of Education vouchers submitted to the school principal or immediate supervisor.
 - 3. Other reasonable expenses incidental to approved school business travel such as tolls, meals, and lodging are to be enumerated, with receipts, on the mileage voucher. For meals, reimbursement shall not exceed the following amounts; breakfast \$10.00, lunch \$15.00, dinner \$25.00. Gratuities for meals are not included in the above amounts and shall not exceed 15%.
- B. The Board will reimburse teachers for personal property, such as clothing and wearable items (eyeglasses, wristwatch, pens, etc.) which are damaged as a result of an assault on the teacher provided:
 - 1. The teacher files for reimbursement from his or her insurance carrier, if he or she has such coverage. Any such reimbursement will be deducted from the Board's reimbursement.
 - 2. The loss must have occurred at school or in the performance of school business.
 - 3. The assault must not have been the fault of the teacher.
 - 4. The teacher must file a signed report of the incident with the principal and the Superintendent within ten (10) days of the occurrence or ten (10) days of the return to teaching duties.
- C. A joint Board-Association Committee will be established to review the area of damage or loss from vandalism to teachers' automobiles while on school property.
- D. Teachers in the LPN program who are assigned to hospitals shall be reimbursed under procedures to be established by the Superintendent when their travel in the school year is increased because the distance to the hospitals from their home exceeds the distance from their home to the assigned base school. Such reimbursement shall be at the then existing mileage reimbursement rate and shall be measured by the difference in the distances from the teacher's usual place of residence to the assigned hospitals and the distance from the teacher's usual place of abode to the assigned base school.

- E. Teachers who are assigned to more than one building will be reimbursed for travel between buildings at the IRS rate.

ARTICLE XI

INSTRUCTIONAL COUNCIL

- A. The parties agree to establish an Instructional Council. It shall be the function of this Council to study instructional material and programs relating to the educational program of the Middlesex County Vocational Schools and to strive to continue to improve communications between teachers and administrators.
- B. The Council shall meet no less than two (2) times yearly.
- C. The function of the Council is to recommend, through the Superintendent, to the Board of Education, points for consideration in connection with the establishment of policies and practices pertinent to the purpose of the Council.
- D. Minutes of meetings of the Council shall be maintained, approved, and a copy furnished each member of the Council, also one copy each shall be provided to the Association and the Board.
- E. Representation in the Council shall be drawn from teachers, administrators, supervisors and special service personnel from all schools in the system and from teachers of shop, related and academic instruction.
- F. The decisions made by the Instructional Council shall not infringe on the terms and conditions of this Contract and set precedence.

ARTICLE XII

TEACHER EVALUATION

- A.
1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
 3. Non-tenure teachers shall be evaluated in compliance with NJAC 6:3 subchapter 4 (Supervision, Observation and Evaluation).
 4. A teacher shall be given a copy of any class visit or evaluation report prepared by his or her evaluators prior to any conference to discuss it. No such report shall be submitted to the central office or placed in the teacher's personnel file without prior conference with the teacher. Teachers shall be required to sign only the completed evaluation and may respond in writing to the evaluation, if so desired.
 5. Written evaluation shall include appropriate comments on strengths and weaknesses where applicable, with suggestions for improving weaknesses. The reports shall be issued in the name of the immediate supervisor and addressed to the teacher.
- B.
1. A teacher shall have the right upon request to review the contents of his/her personnel file, except that confidential records such as personal references, academic credentials and other similar documents shall not be open for review.
 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 3. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no evaluation documents and/or other material shall be placed in the personnel file of such teacher after severance.
 4. If the teacher takes exception to the accuracy or fairness of the evaluation the teacher may discuss such matters with the evaluator. If a satisfactory settlement cannot be arrived at, a grievance may be filed at Level Two of the

grievance procedure within five (5) days of the discussion of the evaluation. The Superintendent's decision shall be final and non-reviewable.

C. Professional Development:

1. Each school year the district will provide the employee with a report of their progress toward the state mandated professional development program by indicating the hours achieved during the prior year. The district will be required to provide this information to the State upon request.
2. The District Professional Development Committee members will receive one hour of release time per month at no additional salary as compensation.

ARTICLE XIII

REPRESENTATION FEE

- A. Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law. The Association represents and agrees that membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements of law. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions. The Association agrees to indemnify and save the Board harmless from any damages which may be incurred by the Board as the result of claims made by any teacher relating to this Paragraph and any payroll deductions made hereunder, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination in employment based on race, creed, color, religion, sex, national origin, ancestry, age, atypical hereditary cellular blood trait, disability, sexual orientation or marital status.
- B. The Board will advise any teacher in writing if his or her subject area assignment has been changed from the preceding school year, at least one (1) month before the subsequent school year. The failure of the Board to give such notification shall not constitute a violation of the contract if the failure is due to an emergency situation, such as incapacity or death of a teacher or administrator, or from changes in circumstances unknown to the Board at the time that notice should have been given, which subsequently made the change imperative.
- C. In the case of a proposed involuntary transfer or reassignment, the Superintendent or his designee will discuss the proposed transfer or reassignment with the teaching staff member involved, prior to the effective date of the transfer or reassignment, if the teaching staff member is available for such discussion.
- D. Teachers will be advised of all written or oral complaints that are reduced to writing and placed in his/her personnel folder. In such cases, the teacher shall initial the complaint and shall have the right to submit a written answer which shall be placed in his/her personnel folder. Only written comments and complaints that are placed in the teacher's personnel folder will be considered (with other normal criteria) for evaluation purposes.
- E. Before the Board makes a final decision as to the reduction of personnel covered by this Agreement, the Board shall provide an opportunity for the Association to present relevant information on the subject to the Board or a designated representative.
- G. Copies of this Agreement shall be duplicated at Board expense within a reasonable time after the Agreement is signed and copies made available to each teacher presently employed, hereafter employed, or offered employment.
- H. Normal schedules for faculty meetings will be for two (2) meetings per month which will be scheduled to end no later than 4:30 p.m. Notice of such meetings will be given two (2) school days in advance. In case of emergency, the quantity, notice and duration may be changed.
- I. Teachers who attend recruitment functions held on weekends will receive one half (1/2) personal day that cannot be accumulated. To be eligible, the building principal must grant approval prior to the event.
- J. Faculty members assigned to a building that has the School Within a School organization may be assigned to teach a seminar (two 45 minute periods) in their area of expertise. For every 45 minute period so assigned, the teacher will be

compensated when the seminar time is in excess of 30 teaching periods for academic teachers and 35 periods for career major teachers. Compensation will be the same rate as the substitution rate established in the contract for teaching beyond the normal teaching load.

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2006 and shall continue in effect through June 30, 2009.
- B. This Agreement shall remain in full force and effect until a successor Agreement is negotiated.
- C. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed hereon, on this _____ day of _____, 2006.

MIDDLESEX COUNTY VOCATIONAL
EDUCATIONAL ASSOCIATION

BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF MIDDLESEX

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

APPENDIX "B"
PAID ASSIGNMENTS - COACHES SALARIES

2003-2006

SPORT	VARSITY	ASST VARSITY	JUNIOR VARSITY
BASKETBALL	\$5,400	\$3,000	\$4,400
BASEBALL	\$5,400	\$3,000	\$4,400
SOFTBALL	\$5,400	\$3,000	\$4,400
SOCCER	\$5,400	\$3,000	\$4,400

APPENDIX "C"
PAID ASSIGNMENTS
2006-2009

	ALL SCHOOLS
Audio-Visual Aids Coordinator	\$1,200
Student Council Advisor	\$900
Class Advisor - 9th Grade	\$650
Class Advisor - 10th Grade	\$650
Class Advisor - 11th Grade	\$650
Class Advisor - 12th Grade	\$1,100
Licensed Practical Nurses	\$750
Yearbook Advisor	\$3,100
Graduation Chairman	\$525
Safety Council Chairman	\$1,025
Organized Sports Advisor	\$900
Cheerleader Advisor	\$600
VICA Advisor	\$900
HOSA Advisor	\$900
FFA Advisor	\$900
FBLA Advisor	\$900
DECA Advisor	\$900
NVTHS/NHS	\$900
Interact Advisor	\$900
Newsletter Editor	\$900
School Within a School	\$900