

AGREEMENT

Between

VERNON TOWNSHIP BOARD OF EDUCATION

And

VERNON TOWNSHIP EDUCATION ASSOCIATION

July 1, 2023 THROUGH June 30, 2026

PREAMBLE

This Agreement entered into this 1<sup>st</sup> day of July, 2023, and by and between the Board of Education of the School District of Vernon Township in the Township of Vernon, New Jersey ("Board") and the Vernon Township Education Association ("Association").

WITNESSETH

WHEREAS, pursuant to State Law, the Board of Education and the recognized and local negotiating unit as the Representative of employees, are to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the Board, the Association, and the Administration recognize and declare that providing quality education for the children of the Vernon Township School District is the purpose of the public schools of Vernon Township, 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:

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## ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all contracted personnel employed, including the positions below:

### TITLES:

Classroom Teachers	Physical Therapists
Basic Skills Instructors	E.S.L. Instructors
Psychologists	Co-curricular Positions
Learning Disability Specialists	Reading Teachers
Supplemental Teachers	Librarian/Media Specialist
Speech/Language Pathologists	District Messenger
Guidance Counselors	Regular Part-time Employees*
Social Workers	PT office workers
Nurses	Full Time/PT Custodians
BCBA	Full Time/PT Maintenance Workers
Bedside Tutors	Full Time/PT RPOs
Administrative Assistants	Full Time/PT Building Aides
Summer School Teachers	Summer School Aides
Occupational Therapists	Registered Behavior Technicians
Coordinator of Random Drug	Athletic Trainers
Testing & District Security	Coaches/Math, Literacy, Tech
Reading Specialist	PT Door Monitor Aides
ABA Aides	Extraordinary Needs Aides
Clinicians	

\*Those part-time employees who work more than 10 hours a week for a period of 90 days.

The parties agree that when any new positions are created, the VTEA will be notified prior to the posting of such positions.

B. Such recognition is contingent upon the presentation of a notarized list of employees designating the Association as the representative for collective negotiations for terms and conditions of employment. Authorization cards will be made available to the Board/Superintendent upon request.

C. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement, shall refer to all contracted employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.

D. Unless otherwise indicated, the term "certified" (e.g., teacher), when used in this Agreement, shall refer to all those employees covered by this agreement who are required to hold appropriate certificates issued by the State Board of Examiners.

E. Unless otherwise indicated, the term non-certified (e.g., support staff), when used in this Agreement, shall refer to all those employees covered by this agreement who are not required to hold appropriate certificates issued by the State Board of Examiners.

F. The parties agree that the VTEA's representation of building coordinators, bedside tutors, summer part-time office workers, summer custodial/maintenance workers and summer school teachers is for the sole purpose of bargaining over salary.

G. Additional monetary benefits (i.e., tuition reimbursement) may be extended to part-time employees at the discretion of the superintendent and the Board of Education.

H. The parties agree that the VTEA shall have no right to bargain over the appointment, abolition of position, or termination of staff in these positions, and that the Board may appoint, terminate, or not renew persons in these positions in its sole discretion except as provided by external law.

I. All employees working in the "Board of Education" Offices will be classified as confidential, and shall be excluded from this Collective Bargaining Agreement, and membership in the local education association with the exception of the District Messenger. The positions of District Maintenance Supervisor and Chief Technology Officer shall also be excluded from this Agreement.

## ARTICLE II - SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with state laws and regulations in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin no later than January 15th of the school year in which this contract expires, unless both parties agree in writing to waive this provision. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, such proposals will not be binding until ratified by the Association and by the Board.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

D. Performance of Agreement: Nothing in this agreement is intended to illegally modify, deny or violate existing laws and statutes of the State or rulings of the Commissioner of Education. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

E. This Agreement constitutes the entire Agreement between the Board of Education and the Vernon Township Education Association and settles all demands and issues with respect to all matters subject to negotiations for the duration of the Agreement. This agreement shall not be

altered, amended or changed except in writing after mutual agreement of the parties. Neither the Board nor the Association waives any rights or powers granted it by law.

F. It is understood and agreed that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administration policies, rules and regulations consistent with the terms of this Agreement. It is understood and agreed that nothing stated in the preceding section of this article will modify, alter or eliminate this paragraph.

### ARTICLE III - REPRESENTATION FEE

A. Purpose: If an employee does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

C. Deduction and Transmission of Fee

1. Notification: On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates their employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check to said employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee. Such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include a copy of the Board minutes, as well as addresses, phone numbers, and social security numbers.

## ARTICLE IV - RESPONSIBILITIES OF THE BOARD OF EDUCATION

The Association recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and receives unto itself consistent with this agreement, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey and the ruling of the Commissioner of Education. This includes, but it is not limited to, the rights of the Board to plan and manage the school system and control its properties and facilities and to hire employees, and, subject to the provisions for their continued employment or demotion subject to the grievance procedure and to promote and transfer consistent with the agreement, all such employees and to establish grading systems, the educational organization of the district, courses of instruction including special programs to provide for athletic, recreation, and social events for students as deemed advisable and necessary by the Board.

The Board hereby retains and reserves unto itself, without limitations other than those expressly set forth by law and by the specifications of this agreement, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States.

## ARTICLE V - GRIEVANCE PROCEDURE

### A. Definitions

1. A "Grievance" shall mean a complaint by an employee reflecting:
  - a) That there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement.
  - b) That the employee has been treated inequitably by reason of any act or condition which is contrary to established Board policy or administrative decisions governing or affecting employees.
  - c) The term "grievance", however, shall not apply to any matter as follows:
    - 1) for which a method of review is presently prescribed by law or State Board rule having the force and effect of a law; a matter affecting an employee by the reason of application of any rule or regulation of the State Commissioner of Education, or
    - 2) which is a complaint of a non-tenure certified employee rising by reason of their not being re-employed, provided the employee had been informed previously at a conference with the administration of the fact that they will not be recommended for re-employment.
2. "Aggrieved employee" is the person(s) making the claim.
3. A "Party of Interest": is any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A "Hearing" is a meeting between the "Party in Interest" and "Aggrieved Employee" at any level.
5. "Class action" is a grievance of significance and impact, e.g., of a recurrent nature; a violation of constitutional or civil rights; a violation of the Board/VTEA agreement of a substantial nature. A class action grievance may be initiated at the level appropriate to the alleged cause,
6. "School Day" is a school day is when students are present for instruction.

## B. Purpose

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of employees. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is hoped that such proceedings will be conducted in an ethical, professional, and non-intimidating manner by all parties.
2. Nothing herein contained shall be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration or having the grievance adjusted without intervention of the Association, providing such adjustment is consistent with the terms of this Agreement, Board policies, and state laws.

## C. Procedure

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement.
2. Year-End Grievance(s): In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and could result in irreparable harm to a party, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable, such revisions to be the result of mutual agreement.
3. Timelines: To be considered, a grievance must be initiated by the "aggrieved" within fifteen school days of its alleged occurrence, or fifteen school days within which the "aggrieved" knows or should have known of the event or action upon which the grievance is based if the alleged occurrence takes place between September 1 and June 30.

Timelines for grievances that may occur during the months of July and August will be set forth through mutual agreement.

4. In levels two through six all correspondence as mentioned above requires a receipt.
5. Because of special/personal circumstances of the parties in interest, it may, on rare occasions, be proper to present a grievance to the next higher level on the line of procedure so long as the level deleted is informed of the action in writing and the rationale.
6. A grievant may be advised or represented through Level 5 of the Grievance Procedure by an Association Representative or may elect to represent themselves up to that level. The Grievant may also elect, at their own expense, to be represented by someone of their own choosing through level 5. Also, it is to be understood that if contacted, the association may determine that, based upon conformity with definitions in Section A, a grievance may be filed as a class action grievance.
7. To assure the Association its rights as an authorized majority representative once a grievance is reduced to writing, (Level 1 on), a copy of the grievance document shall be filed at all levels with the association chairperson of the PR&R Committee (or Executive Board) by the aggrieved party. It is understood that this filing is for the purpose of information and monitoring only, and the Association is precluded from any involvement or intervention unless requested to act as a representative, or unless at level 4, or unless there is a matter inconsistent with the terms

of this agreement. When an aggrieved individual requests the presence of a certified Association member at a meeting, such meetings will be mutually arranged and may be during school hours or after school. At no time shall the district grant coverage credit to the aggrieved member or to the individual serving as representative should such meetings require coverage unless the meeting is requested by the district.

8. Level 1 - Informal Resolution: Any employee who has a grievance or complaint shall discuss it first with their principal and immediate supervisor, if applicable, in an attempt to resolve the matter.

9. Level 2 - Principal's Level

a) If the matter is not resolved to the satisfaction of the aggrieved employee, they shall set forth their complaint in writing to their principal (re: C-3 procedure). This written filing initiates the grievance.

b) The principal shall communicate his or her decision to the aggrieved in writing within nine (9) school days of receipt of the written complaint.

c) If such a written reply is not forthcoming within the time specified, then at the option of the aggrieved the grievance may move to the next level. If this occurs, the aggrieved should so note on the grievance documents.

10. Level 3 - Superintendent's Level

a) If the grievance is not resolved to the aggrieved's satisfaction, they may appeal the principal's decision to the Superintendent of Schools within seven school days.

Within a period of not more than seven school days of receipt of the written complaint, the Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the "aggrieved".

b) If such a written reply is not forthcoming within the time specified, then at the option of the aggrieved the grievance may move to the next level. If this occurs, the aggrieved should so note on the grievance documents.

11. Level 4 - Association Review Level

a) If the grievance has not been settled after reaching the Superintendent, the grievance will be referred in writing to the Professional Rights and Responsibilities Committee of the Association (or the Executive Board) for consideration within a period of seven school days of receipt of the Superintendent's reply.

b) The committee will make a determination within seven school days of receipt of the written complaint, and promptly notify the aggrieved in writing of that determination.

c) If a written reply is not forthcoming from the PR&R committee within seven school days, then at the option of the aggrieved the grievance may move to the next level. If this occurs, the aggrieved should so note on the grievance documents.

d) If the PR&R Committee (or Executive Board) determines not to support the grievance, the aggrieved will be notified in writing and have the individual choice to appeal within seven school

days to the Board. Such action shall be noted in the grievance document.

12. Level 5 - Board Level

a) If the PR&R Committee (or Executive Board) determines a grievance has or may have merit, then it shall recommend to the aggrieved party to present the grievance in writing to the Board within seven school days of having made this determination. (This means a total of 14 school days from the time of the Superintendent's reply to an appeal to the Board level—seven days for the PR&R Committee to review, and then if positively reviewed, seven school days to forward the grievance to the Board level.)

b) If the PR&R Committee determines not to support the grievance, the aggrieved will be notified in writing and have the individual choice to appeal within seven school days to the Board, provided the aggrieved has gone through all levels specified and that the PR&R " Committee is informed concurrently. Such action should be noted on the grievance document,

c) After review the Board will reply in writing to the "aggrieved" specifying the Board's decision. Duplicate copies are to be sent to the superintendent and the PR&R Committee (or Executive Board) concurrently. The Board has ten school days to review and act after receipt of the grievance, unless the Board has no scheduled meetings. In that event, the Board has up to five (5) school days after the next scheduled Board meeting to review and act upon the grievance.

13. Level 6 - Arbitration - Binding

a) If the Association is not satisfied with the disposition of their grievance at Board level or if no decision has been rendered within ten school days after the grievance was delivered to the Board, the Association may, within five school days after a decision by the Board, or fifteen school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the chairperson of the PR&R Committee (or Executive Board) submit their grievance to arbitration. Failure to do so shall waive the grievance.

b) If the PR&R Committee (or Executive Board) determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person; failure to do so shall waive the grievance,

c) Within ten school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator. The agreed upon arbitrator must commit in the specified period of time. A request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

d) All arbitration proceedings shall be conducted in accordance with the rules of the Public Employment Relations Commission, regardless of the method used to select the arbitrator. The decision of the arbitrator shall be submitted to the Board and the Association.

e) The costs for the services of the arbitrator, including per diem expenses, and actual and necessary travel and 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.

14. In the event of binding arbitration, a formal hearing will be held within the following guidelines:

- a) All testimony to be sworn.
- b) All proceedings at the time of arbitration are to be recorded in full either by a court stenographer or by tape recorder—as to be agreed upon, with any costs shared equally. The cost of any transcription is to be paid by the party requesting such transcribing (Recording technique by mutual agreement).
- c) An arbitrator is to be selected through the American Arbitration Association.
- d) The following listing describes inclusions and exclusions to binding arbitration:
  - 1) Article I - not subject to binding arbitration
  - 2) Article II - is subject to binding arbitration
  - 3) Article III - not subject to binding arbitration
  - 4) Article IV - not subject to binding arbitration
  - 5) Article V - only procedures specified in section "c" of this article subject to binding arbitration. Decisions, rulings, hearings in content not subject to binding arbitration.
  - 6) Article VI - is subject to binding arbitration
  - 7) Article VII - is subject to binding arbitration
  - 8) Article VIII - is subject to binding arbitration
  - 9) Article IX - decisions and judgments not subject to grievance procedures described subject to binding arbitration
  - 10) Article X - Clauses E, F, G, H, are not subject to binding arbitration
  - 11) Article XI - Clause "A" is subject to binding arbitration
  - 12) Article XII - is subject to binding arbitration except for "D"
  - 13) Article XIII - not subject to binding arbitration
  - 14) Article XIV - is subject to binding arbitration
  - 15) Article XV - is subject to binding arbitration
  - 16) Article XVI - not subject to binding arbitration
  - 17) Article XVII - is subject to binding arbitration
  - 18) Article XVIII - is subject to binding arbitration
  - 19) Article XIX - is subject to binding arbitration
- e) Only specified articles, as contained within the written agreement, are subject to the grievance procedure in keeping with the definition of grievance specified at the start of this article. Any matters relative to Board of Education policy making prerogatives or administrative decisions

are not to be subject to binding arbitration.

D. Miscellaneous

1. Any party involved may appeal to the Commissioner of Education, State Board of Education, or Courts of Law, (including a decision of an arbitrator, whether under binding or advisory arbitration).
2. No reprisals of any kind shall be taken by the association, board, or administration either individually or collectively, against any party in interest, or any involved individual in the grievance procedure by reason of such participation.
3. 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. Documents will be identified by school year and sequential number.
4. Format for filing grievances will be uniform and will be planned cooperatively by the superintendent and/or designee and the PR&R Committee and/or designee.

**ARTICLE VI - EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Pursuant to laws, the Board hereby recognizes that every employee of the Board, identified in Article I, shall have the right to organize, join and support the association for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board agrees that it shall not deprive any employee of rights and responsibilities conferred by laws of New Jersey or the Constitutions of New Jersey and the United States; and that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the association and its affiliates, by participation in any activities of the association and its affiliates, in collective negotiations with the Board, or by institution of any grievance complaint or proceeding under this agreement with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny, or restrict, or modify to any such rights and responsibilities as defined by New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional opportunity without just cause. Whenever any employee is required to appear before the Board or any committee or member thereof concerning a matter which would adversely affect the continuation of that employee in then office, position, or employment or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of their choice present to advise them and represent them during such meeting or interview.
- C. No employee shall be prevented from wearing reasonably sized pins or other reasonable identification of membership in the association or its affiliates.
- D. No employee shall be denied the right to attend association meetings after working hours, nor shall the Board encourage any employee to engage in conflicting activities on days of regularly scheduled or emergency association meetings unless such activities can only be accomplished on such days. Emergency VTEA meetings may be called not to conflict with previously scheduled administrative meetings.

E. The Board agrees to furnish to the association such reasonable and pertinent information that shall assist in being accurate in matters relative to the membership, together with information which may be necessary for the association to process any grievance or complaint, upon request of the aggrieved, provided such information may be legally released. Such information must be requested in writing, and within reasonable time needs.

F. Whenever any representative of the association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievances, proceedings, conferences, or meetings, that employee shall suffer no loss in pay, nor shall said employee be required to make up any time lost due to said participation.

G. The association, as a private organization, will have the right to request use of school buildings and grounds in keeping with applicable laws, rules, and Board policies. All such requests shall fully conform to the aforementioned, with the understanding that there will be no preferential treatment granted to the association in matters of such requests. The association may request use of duplicating equipment provided that all materials are fully provided by the association.

H. The association may purchase and pay for the installation of a reasonably sized bulletin board to be placed at one location in each school building; either the faculty room or faculty dining area. Copies of any and all items to be posted must be filed with the building principal and the superintendent. Further, the VTEA will not use the schools as a corporate mailing address.

I. Since membership in the association and holding office in the association is an individual right of employees and not within the control of the Board, it is noted that such membership, and/or holding any office in the association, shall in no way grant any preference, favoritism, or special consideration in employee assignments, so as in any way discriminate against another employee whether association member or not as identified under Article I. The President of the Association, however, shall be afforded within the work day, an appropriate amount of time, as administratively and operationally feasible, to attend to VTEA/District matters, as determined by the superintendent.

J. The rights and privileges of the Association and its representatives, as set forth in this agreement, are granted to the association as the authorized representative of the employee identified in Article I.

K. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### **ARTICLE VII - EMPLOYEE WORK YEAR**

A. Certified employees: The instructional work year shall conform to New Jersey Statutes regarding the school year, between September 1<sup>st</sup> and June 30<sup>th</sup>, and shall number 184 days.

B. The instructional work year for certified staff includes orientation days, instructional days and staff development days except for two additional days for persons newly hired and except in the case of opening a new school in the district where all employees of that school will be expected to be present for two orientation days. Tenured staff who are transferred (voluntarily or involuntarily) from one school to another may be required to attend one day of orientation that is

specific to the new school at the discretion of the building principal. Tenured traveling teachers who are transferred (voluntarily or involuntarily) shall attend one (1) day of orientation in their home based school.

C. Regarding the NJEA convention:

1. Certified employees: Employees are encouraged to attend the convention or engage in appropriate professional activities.

2. Non-certified staff: The current practice with respect to the attendance of non-certified staff at the NJEA convention shall be continued. That is, non-certified staff is required to provide to their principal/supervisor upon their return from the convention a certificate of attendance that they in fact attended the convention on the day that they were scheduled to work.

D. Delayed Opening: If the school opening is delayed on a specific day because of an emergency, i.e., inclement weather, etc.

1. Certified employees: Primary school employees shall arrive ten minutes before the scheduled student arrival time and Middle and High shall arrive five minutes before the scheduled arrival time. The above does not apply to any delay of student arrival time for reasons of other school or district functions; i.e. meetings, exams, conferences, in-service days, etc.

2. Non-certified: (excluding custodial and maintenance personnel) Expected time of arrival for non-certified staff (Aides, Secretaries, and Campus Monitors) will be the "amount of delay" from their normal starting time.

E. Child Study Team: The certified employee work year for the Child Study Team employees including but not limited to psychologists, social workers, and learning disabilities teacher consultants, shall include, at the superintendent's discretion, one additional working month compensated at the rate of 10% base salary of the school year starting July 1st. Summer staffing needs will be determined by the following criteria: one member from each of the existing child study teams with one member from each of the three disciplines represented: school psychologist, school social worker, and LDTC. Upon meeting these criteria, the district will follow a voluntary, seniority and rotationally based method to complete the team. Additionally, two of the four weeks worked in the summer shall be the last two weeks prior to the beginning of the ensuing school year. The parties hereby agree that the Board may hire additional child study team members to work on a per assessment basis during the summer at the current rate based upon the needs of the district. For the 2023-24 school year,, summer assessments will be compensated at the rate of \$350.00. Effective July 1, 2024, summer assessments will be compensated at the rate of \$400.00.

F. Educational Specialist: A committee will be formed to discuss equity issues regarding caseloads, schedules and duties. This committee will meet in September and it will include the Director of Special Services, a CST Case Manager, Supervisor of Guidance, A Guidance Counselor, a Speech and Language Specialist, a Physical Therapist, an Occupational Therapist, and the VTEA President. It is permissible for the Director of Special Services and the VTEA President to send an appropriate designee.

G. Non-certified Work Year:

1. Twelve month employees will work from July 1st to the following June 30th, except on the Board approved 13 paid holidays and any other days missed due to the use of accrued

benefits.

2. Ten month employees will work all week days except holidays between September 1st and June 30th.

3. Aides, Door Monitors, and Campus Monitors: The work year shall be the same as the student school year.

## ARTICLE VIII - EMPLOYMENT HOURS

### CERTIFIED EMPLOYEES

A. Employees shall be expected to fulfill a school day as described:

1. Check-in procedure: Personnel shall indicate their presence in school by placing a check mark adjacent to their name.

#### Check in times

School	Sign-in	Teacher Dismissal
WR	8:30	3:30
CM	8:55	3:55
RH	8:55	3:55
LH	7:50	3:00
GM	8:00	3:10
HS	7:00	2:15

Effective with the start of the 2021/2022 school year and going forward, the District may vary the check in time at any school building by plus/minus twenty (20) minutes relative to the times currently listed in this section. In the event of this happening, the employee dismissal time will also be adjusted by the same plus/minus twenty (20) minutes relative to the starting time.

2. Arrival and Dismissal time:

a) Employees at all levels will be on duty as the students enter the building.

b) Employees at all levels may leave after the departure of the last school bus on Fridays and/or the day immediately before a school holiday.

3. Lunch: Employees shall be scheduled for a forty minute lunch period guaranteed free from assigned duties. Lunch shall occur between the third and fifth hours of the workday. Employees may leave their assigned building without requesting permission during their scheduled lunch periods, provided they inform the office of their leaving and return by signing the desk register. Employees may leave at any other time with permission of their building principal and shall conform to the same procedure.

4. Teachers who travel from building to building will receive fifteen minutes travel time between buildings.

B. Instructional Setting:

1. Teachers at CM, RH, LH, GM, VTHS will teach 240 minutes per day or five periods per day in accordance with Article VIII, B. Instructional Setting, 2. (sixth periods)

2. When it is necessary to add one additional teaching period assignment to a teacher's schedule due to special circumstances and hiring a teacher to teach one period is not feasible, a teacher may volunteer to teach this extra period throughout the entire year.

a) Effective on September 1, 2023, employees teaching a 6th period will be compensated at 11.0% of the employee's base annual salary (180 days at 1/200)

b) The 6th period assignment will not be performed during employee's prep period and employees will not be required to give up prep periods to teach a 6th period class. In the event the teacher teaches the sixth class less than 180 days, they will be paid on a pro-rated basis.

c) In the event that a 6th period teaching assignment is assigned in lieu of CPT, said teacher will be compensated at a rate of 3% higher than the contracted amount for 6th period assignments.

d) 6th period assignments will be distributed based on certification requirements, scheduling constraints and seniority. In situations where multiple employees meet the certification requirements and the impact to scheduling is the same, the most senior employees will have first right to the additional assignments.

3. During days when teachers do not have CPTs (Common Planning Times) the remaining periods not assigned for instruction, prep, or lunch will be assigned as a duty period or a class coverage (when necessary). Duty schedules and assignments will be informed through a duty preference survey or duty committee composed of administrators and teachers no later than June 1 of the prior school year. Additionally, no individual employee will be required to provide coverage during said common planning/duty period more than ten (10) times per year without additional compensation. Beyond the ten (10) periods, employees will be compensated in accordance with the contract.

4. All teachers, in all schools will receive no less than one 40-minute prep per day.

5. Teachers at LH, GM, VTHS will receive 40-minute CPTs scheduled in alternating weeks as follows: two CPTs first week and three CPTs second week.

6.

Effective with the 2023/2024 school year and going forward, teachers at RH and CM will receive four (4) twenty (20) minute consecutive CPTs each week, to be scheduled by the building administrator. The CPT will take place when students are present in the building.

7. Teachers at CM, RH, GM, LH may be assigned an additional 40 minutes per day which shall be used for student enrichment or performance of a duty.

8. Agreed upon minutes for prep, lunch and CPT time shall be prorated when following abbreviated schedules on delayed openings, early dismissal days, and testing days.

9. Laboratory Science: Science teachers who are assigned additional laboratory periods over and beyond 25 teaching periods per week will have no more than two lab periods assigned per

week. In consideration for the teaching of these additional periods the following procedures shall be in effect: teachers who accept the assignment of 27 periods per week (2 lab periods, 3 non-lab periods) shall be compensated by having 3 duty-free periods per week in addition to regularly scheduled preparation periods and duty free lunch periods. Teachers who accept a teaching assignment of 4 laboratory periods per day (24 lab periods per week) shall be assigned 6 duty periods per week in addition to 5 preparation periods and 5 lunch periods. Teachers in the science department may volunteer for the preparation coverage roster.

10. Pre-K-3 Special area teachers who teach six or less classes per day shall have A.M. and/or P.M. bus duty and/or cafeteria duty in order to fulfill their schedule.

Pre-K-3 Classroom Teachers – During any special area instruction (instruction outside of language arts, math, social studies, and science), Pre-K-3 classroom teachers shall not be required to remain with their students; guaranteeing teachers no less than one additional preparation period per week. When the above instruction is scheduled, substitutes will be hired when the specialty teachers are absent. In addition, full-time special area Pre-K-3 teachers will be relieved of one duty assignment per week (from such current assignments as corridor duty, cafeteria duty, bus duty, walk-run duty, playground duty, etc.) so that these full-time special area Pre-K-3 teachers shall have one additional prep period per week.

C. Flex Hours: Flexible teaching hours will be utilized to staff specific Board approved alternative programs. Teachers will not be assigned to flexible hours. Flexible hour positions will be filled by qualified volunteers. In the event that more than one teacher volunteers for a specific flexible hours position, seniority will be used as the selection device. Flexible hours teachers will maintain the rights and responsibilities specified in Article VII and Article VIII.

D. Compensatory Time: The administration may, in its sole prerogative, require certified employees to attend no more than three evening meetings or events per school year to provide specific services related to their roles as educators. Employees who may be assigned to evening work under this subsection include child study team members, guidance counselors and student assistance counselors. In exchange, the employee shall earn compensatory time of at least 4 hours. This compensatory time must be used by the employee within sixty school days of its having been earned, unless otherwise approved by the superintendent, or the employee will lose the right to use the compensatory time for time. Employees must provide at least 10 days' notice to the administration of their intention to utilize the compensatory time. Compensatory time accrued pursuant to this paragraph may not be used by certified staff on a day before or after a schedule district recess. The additional evening meetings provided for in this article are separate and distinct from the provisions in Article VIII, E, 1, 2 & 3, which apply to any additional evening meetings for all certified staff.

E. Faculty Meetings:

1) Scheduled faculty meetings/professional activities shall be held preferably on Mondays, but not on Fridays, at the discretion of the principal, to be announced yearly in September. There will be twenty-five (25) scheduled faculty meetings per year. These sessions shall conclude no later than seventy minutes after the regularly scheduled student dismissal. Faculty meetings shall not be held on days of school-wide required evening attendance. Certified staff will be permitted to leave the building at the normal time if no meeting is scheduled, or at the conclusion of the meeting.

2) Emergency meetings beyond the length of the school day (A-2) relating to specific instructional problems or a general operational problem will be called as needed.

F. Evening Meetings: All faculties will attend five evening assignments which shall include Back to School night. On the day of the evening assignments faculty will be permitted to leave immediately after student dismissal and normal bus departure. Personnel who are required to attend more than five evening assignments shall be compensated \$50.00 for each additional assignment. Examples: Music teachers, Foreign Language, Primary computer, Speech Therapist and others who travel between schools.

G. Extension of Instructional Program/Field Trips

1) Such extensions of instructional programs are referred to as field trips. These extensions shall follow provisions as established by Board Policy, including completion of appropriate forms designating persons initiating requests, destination, principal's approval, costs, transportation, scheduling, etc.

2) It is understood that, based upon such completion and written approval, such instructional extensions are considered as part of the regular school day and school operation, similar to functions held at the school site or in school buildings and as such are covered by liability insurance as stipulated by law and designated in such insurance contracts and policies.

3) In keeping with established practices, such extensions have correlation to the school program and for the most part are initiated by persons performing teaching duties. Such extensions are to be planned to fall within reasonable time commitments. Responsibility regarding such commitments falls upon the person initiating such an instructional request. Such instructional extensions should be planned keeping in mind the need to provide for the supervision and safety of students concerned and appropriate adult supervision.

4) Employees who accompany students on multi-day trips involving overnight stays shall be compensated at the then prevailing substitute teacher's rate for each overnight stay.

H. Planning and Preparation:

1) Teaching faculty will develop plans reflecting district philosophy and course of study as established by the Board of Education. These plans are to reflect timely and meaningful daily or unit preparation. Included in such plans shall be special substitute teaching plans (daily/weekly, etc., as needed).

2) Each full time teacher shall have a minimum of forty minutes continuous preparation period each day. In the event of a planned abbreviated school day, including delayed openings, teachers will have an adjusted preparation period that is congruent with the revised schedule of the day. Preparation periods are not guaranteed on emergency closing days. The practice of using a regular teacher as a substitute thereby depriving them of their preparation period is undesirable. In those cases where substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation period. A list of teachers who are willing to act as substitutes for class coverage during their preparation periods shall be developed at the beginning of the school year. This list is strictly voluntary. Teachers reserve the right to add or delete their names from this list at any time. Should the list of available volunteers be exhausted, the administrator may assign teachers from their preparation period. Teachers who volunteer or are assigned to class coverage,

thereby losing their preparation period, will be compensated \$50.00 per coverage. Coverages to be paid twice annually, one in December and one in June. Teachers will not be taken from duty periods to substitute for class coverage. The above procedure will be carried out on a rotational basis without bias or prejudice. Forms for credit for coverages shall be available in the principal's office.

I. Co-Curricular Scheduling

1) For any persons holding paid, co-curricular activities beyond the school day, such payment precludes additional consideration in time scheduling unless such scheduling is at the convenience of the district as determined by the school administration.

2) It is to be understood that there will be no preferential treatment granted on the basis of assignments or activities.

NON-CERTIFIED:

A. Non-certified staff required to attend any evening activity which is not part of their normal work shift shall, at their option, earn either time-and-a-half for the actual time spent attending such activity or a minimum of two hours compensatory time. This choice shall be made by the employee prior to the employee's attendance at the activity. If the non-certified employee opts for compensatory time, said compensatory time will be used consistent with the provisions and limitations of paragraph C.

B. Overtime: Overtime work shall be offered to eligible employees according to a rotation schedule and procedure as follows:

C. On days when there is an early dismissal for snow, secretaries will be permitted to leave when the teachers leave.

1. Custodial personnel

a) A list of custodial employees shall be prepared and maintained by the administration for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff. (Such lists to be forwarded to the VTEA).

b) Except in emergencies, overtime opportunities will be offered to the next employee on the list in a straight, continuous rotation system regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity. In the event of any such emergency, an attempt will be made by the central office to contact the building principal and the coordinating custodian.

c) If accepted, the next overtime opportunity will be offered to the next person on the list.

d) If rejected, the overtime opportunity is offered to the next person.

e) If all employees in the building reject the overtime opportunity, the administrator shall return to the first employee offered the overtime and direct him/her to work. The employee may not refuse.

2. Maintenance Personnel

a) A list of maintenance personnel shall be prepared and maintained by the administration on the basis of seniority,

b) The procedure for offering overtime opportunities is the same as that for custodial personnel.

C. Under emergency conditions, as determined by the administration, overtime work may be required of any personnel without regard to the overtime selection procedure herein before outlined.

D. An employee may request, in writing, to be taken off the overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list. These employees are not exempt from emergency overtime, and may, at the discretion of the administration, be required to perform overtime work.

E. Overtime Rates

1. The normal hourly rate of Custodial/Maintenance personnel shall be calculated by dividing the annual salary by 2080 hours. The normal hourly rate of Custodial/Maintenance part-time personnel shall be calculated by dividing the annual salary by 1040 hours. All twelve month, non-certified staff shall work a 260 day work year.

2. The regular work week shall be forty hours. All hours over forty hours in any week or over eight hours in one day shall be paid at one and one-half the normal hourly rate.

3. Hours worked on Sundays and holidays to be compensated at two times the normal hourly rate (double time).

4. Other personnel would conform to this article in keeping with their established work week (i.e., secretaries who work a 35 hour work week will receive overtime as follows: Compensatory time up to 40 hours at straight time; above 40 hours, 1 1/2 their hourly rate).

F. Call-Out: Custodial/maintenance personnel shall receive a minimum of two hours for a "call out" preceding an eight hour shift or any other situation which requires the employee to return to school.

G. Overtime Requests: Overtime requests for weekend work should be made not later than Thursday noon, except in cases of emergency. On days when schools are closed due to snow, full-time custodians and a reduced crew of part-time custodians will be called, on a rotating basis, in order to remove snow at the schools and prepare the buildings for school re-opening. Upon completion of this task, and with the authorization of the building principal, custodial employees will be released for the remainder of the work day. Part-time custodians shall be paid for 4 hours of work on such "snow removal" days. The building principals will determine, in their sole discretion, the number of part-time custodians needed for this task.

H. Premium Pay-Out of Title Pay: When an employee is assigned to substitute for another employee with a higher hourly rate of pay, said employee shall receive out of title pay from the first day of substitution. This shall include the following positions:

1. Aide to Administrative Assistant

2. Administrative Assistant to Principal's Administrative Assistant

3. Custodian to Coordinating Custodian

I. Full-time Aides shall be afforded a forty minute, regularly scheduled, unpaid lunch and shall fulfill their 7 hour 40 minute work day, inclusive of lunch. This lunch period shall be defined at the beginning of the work year at the discretion of the building principal.

J. Maintenance personnel will report to work for snow removal. Upon completion of the task and with the authorization of the Maintenance Supervisor, Business Administrator or Superintendent, the employee will be permitted to leave. Maintenance staff will work the same length of time as the custodial staff- except in instances of equipment breakdown, the need for use of heavy equipment to complete snow removal or emergency. When snow days occur during the week, maintenance and custodial staff will report to the direction of the Facilities Director.

K. When a full or part-time custodian or aide is absent from work due to a short-term or long term absence, the district may employ a presently part-time aide or custodian for more hours than their regularly scheduled time to fill the vacancy. Said employee will be paid their current hourly rate for this additional work, and this additional work shall not be construed so as to support a claim that they have thereby become a full-time employee for purposes of such benefits as health insurance, etc.

L. Part time support staff employees shall work a work week which shall not exceed an average of twenty-nine (29) hours per week.

M. Part-time aides will not have to report to work or to make up time when the district opens late due to a delayed opening. Part-time aides will be dismissed early and not have to make up the time when the district has an early dismissal. However, in lieu of making up such time and in addition to the 180 days they regularly work, all part time aides shall complete 8 hours of training in each school year.

## ARTICLE IX - ASSIGNMENTS AND PROMOTIONAL PROCEDURES

### CERTIFIED

A. Assignment

1. All personnel assignments are the result of the professional judgments and decisions of the building administrators and superintendent. The Board and the Association recognize that this is a Board delegated duty only to professional administrators and a function to be maintained only by persons properly certified for administrative and supervisory positions and contracted by the Board.

2. All persons shall be given notice of tentative class and/or subject assignments for the forthcoming school year no later than May 30th, and these assignments will be in effect for the following school year except when changes have to be made due to necessary personnel shifts, resignations, or leaves of absence and shifts in district enrollment. Affected faculty is to be informed of changes as soon as possible.

B. Transfer/Assignment

1. Persons who desire a change in grade and/or subject assignment or who desire to transfer

to another building may file a written statement of such desire with the principal and superintendent not later than March 1st. Such statements shall include the grade and/or subject to which the person desires to be assigned and the school or schools to which they desire to be transferred to, in order of preference. Also, include a statement explaining why the change is requested and qualifications.

2. In the determination of requests for reassignment and/or transfer, the wishes of individuals shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis. The administrative determination of whether or not to grant a request for reassignment and such a transfer shall, at the District's discretion, include an interview of the staff member by the building principal to which the reassignment or transfer sought.

3. The administration will endeavor to obtain a qualified, contracted, certified volunteer to fill a vacancy before making an involuntary transfer or reassignment. Qualifications are to be determined by the administration.

a) Notice: Notice of an involuntary transfer shall be given as soon as practical, and except in cases of emergency not later than May 30th.

b) Meeting with Administration: An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Administration has occurred. At said meeting the teacher shall be notified of the reasons for the transfer or reassignment.

#### C. Promotions

1. All promotions are made only after interviews by the superintendent of schools and/or their designees and they alone shall recommend to the Board persons for promotions. It is recognized by the Board and the Association that recommendations for promotion, interview procedures, and establishment of professional qualifications are functions reserved to the professional administrators of the school system.

2. Promotional positions are defined as follows:

Positions are paying a salary differential and/or positions on the administrator/supervisory levels of responsibility including, but not limited to, positions as:

Superintendent

Assistant Superintendents

Principals

Assistant Principals

Directors

Supervisors

3. All vacancies in promotional positions shall be adequately publicized by the superintendent.

a) When school is in session, a notice will be posted, ordinarily 15 days before the final date

when applications must be submitted, and in no event less than five days before such date. Those who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice. All applicants are to be notified, in writing, within ten school days after resolution of the matter.

b) Persons who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent together with the position(s) and supporting qualifications for the position for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall try to notify such persons of any vacancy in a position for which they desire. Such notice shall be sent as far in advance as practicable, ordinarily at least fifteen days before the final date when applications must be submitted, and in no event less than seven days. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the central office.

4. In positions set forth in Section C2, the qualifications for the position shall be set forth.

5. All qualified employees shall be given an opportunity to make an application and positions shall not be filled until all properly submitted applications have been considered. Consideration shall be given to the professional background and attainments of all applicants,

D. Concerning non-promotional vacancies: If an employee leaves during the school year, the vacated position will be posted in all school main offices. Any qualified, interested employee under contract may submit a written request to be considered for the vacated position within five school days. The employee shall be notified in writing ten school days after the resolution of the matter.

E. Other: All openings for other positions, as implemented (co-curricular, home teaching, and other programs, including non-certified positions for which employees may be qualified and eligible) shall be posted in accordance with the procedure for posting in this agreement.

## NON-CERTIFIED

### A. Postings

1. Employees shall be notified and may apply for all job openings, transfers, and promotions.

a) Employees shall be notified through the posting of a notice on the office bulletin boards, the District web page and appropriate work areas.

b) Interested employees must notify the specified individual within five (5) working days after the posting of the notice. A reasonable time allowance is to be given to employees on annual leave at the time of posting.

c) Careful consideration will first be given to employees making application as a result of postings. The Board will not unreasonably deny the placing of VTEA members in open positions.

2. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants. Neither shall anything contained in this article be deemed to deny to the Board the right to award the employment to the person deemed best qualified in the sole and exclusive opinion of the Board whether or not said individual is from the system itself, or is hired

from the outside.

3. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agrees that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

B. The Principal or Maintenance Supervisor shall have the right to make changes in the job schedule of assignments as they deem necessary for the best functioning of the school; provided, however, that work performed by an employee whose shift, days off, assignments or work location is changes thereby with less than two weeks' notice shall be classified as overtime work for the first two weeks of the change. With regard to work hours and days off, overtime shall be paid on the hours that are outside the previously scheduled shift or days off.

## ARTICLE X - EVALUATION AND DISMISSAL

### CERTIFIED STAFF

#### A. Copies of Evaluation/Observation

1. Employees shall be given a copy of any evaluative material prepared by their evaluators. No such material shall be submitted to the central office, placed in the personnel file or otherwise acted upon without prior conference. The evaluation report shall be signed to indicate receipt of a copy of the report. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall have the right to submit a written response to an evaluation included in their file.

2. When an administrator/supervisor has completed a fully written, complete classroom observation, or year-end composite evaluation, and presents this completed document to the employee at a conference, the employee concerned shall have the option to have the conference as set, or to have the conference rescheduled at a mutually agreeable time. Evaluators will schedule meetings with the individual certified staff being evaluated no later than twenty minutes prior to that person's dismissal time. The conference is to be held not sooner than the day following the receipt of the aforementioned completed written classroom observation/evaluation. The follow-up conference shall be scheduled by the administrator/supervisor.

B. Personnel File Review: Employees may periodically review their official personnel file maintained in the central office. An appropriate request to the superintendent must be made. The Board agrees to protect the confidentiality, to the degree legally possible, of information in the employee's personnel file. The VTEA recognizes "unofficial" files may be maintained by principals and/or supervisors. These files may be reviewed by the employee at the discretion of the principal and/or supervisor. (Non-grievable).

C. Removal of Evaluation: Upon mutual agreement between the superintendent and the person concerned, evaluation material over four years old that originated within the district, may be removed from the employee's file.

D. Final Evaluations: All employees shall receive final evaluations at least five (5) school days prior to the end of the school year.

#### E. Observations

1. Evaluative observations for non-tenured employees shall be conducted at least three times a year. All employees are to be observed and evaluated by contracted, certified personnel.
  2. All observation conferences shall be scheduled by the administration within ten school days of such observation.
  3. Employee observed has the right to file a written disclaimer as provided by law and court rulings.
  4. Non-Tenured Certified Staff: At least three observations will be conducted for full academic year employees (September 1st-June 30th) by March 30th.
  5. Additional Observations: The above does not limit additional observation of classroom and non-classroom performance.
- F. Non-Renewal/Dismissal: Regarding the non-renewal of any employee from the district, the Board shall follow procedures established by statute, administrative code, and commissioner's notification, request for reasons, and requests for a hearing.
- G. Withholding of Increment: The Board retains its legal right to withhold increment as per N.J.S.A. 18A:29-14 et seq.
- H. Dismissal/Non-Tenured: Upon administrative recommendation, the Board retains its right to dismiss a non-tenured employee according to law.

#### NON-CERTIFIED STAFF

##### A. Probationary

1. All employees shall be considered as probationary employees during their first ninety days of employment. The probation period may be extended, at the sole discretion of the Board, for a period not to exceed an additional ninety days. The extension is to be used as needed and is not to be considered as automatic,
2. Probationary employees may be disciplined or terminated at any time for any reason whatsoever, at the sole discretion of the Board, and they shall not be entitled to utilize the provisions of the grievance procedure.
3. If a probationary employee quits or is discharged prior to completing his probationary period, he shall not be entitled to any earned vacation time,
4. Upon satisfactory completion of a probationary period, the Board will issue to the employee a fixed term contract for a period of one year or less (up to June 30th).
5. Probationary time counts as time for seniority and other benefits.

##### B. Disciplinary Action

1. All disciplinary actions shall be subject to the just cause standard and must be stated in writing, with specific reasons given and presented to the employee and the Association.
2. All disciplinary actions may be appealed through the established grievance procedure.
3. There will be two categories of disciplinary offenses:

a) Major, dischargeable offenses such as willfully disregarding a direct order (insubordination), theft, falsifying records, drug/alcohol offenses, assault, etc.

b) Minor offenses.

4. For major offenses, the employee is subject to disciplinary action up to, and including, termination of employment, regardless of length of service or prior record.

5. For minor offenses, disciplinary action will be imposed in accordance with the terms of the progressive discipline system, as follows:

Step 1- Verbal/written warning;

Step 2- One (1) day unpaid suspension;

Step 3- Five (5) day unpaid suspension and final warning, including a counseling session to advise the employee in writing of his/her status and what is expected of them; and

Step 4- Termination

If an employee goes two years without committing an offense for which discipline was assessed, the employee will go back one step in the progressive discipline cycle. For each additional year without committing an offense for which discipline was assessed, the employee will go back one additional step in the progressive discipline cycle.

In arbitration, employee's records older than three years shall not be considered.

6. All disciplinary actions may be appealed through the established grievance procedure.

7. All suspensions and discharges must be for just cause and must be stated in writing, with reason given, and copy given the employee within one (1) working day of suspension or discharge.

8. In keeping with court rulings and the law, significant offenses may result in immediate termination; i.e., theft, unprovoked physical attack, on-the-job use of alcohol and/or drugs,

9. Reinstatement: When an employee completes a period of six months on a disciplinary step without any additional warnings or infractions, that employee shall qualify for an Administrative Disciplinary Review. Upon the recommendation of the Superintendent, as a result of the review, said employee may, as a minimum reinstatement, be reinstated to the appropriate disciplinary step preceding the current disciplinary step.

### C. Observation/Evaluation

1. When non-certified staff are evaluated by their immediate supervisors, the evaluation/observation is to be followed in each instance by a written evaluation report and by an evaluation conference (if deemed necessary by either party) between the employee and the supervisor for the purpose of identifying any deficiencies and or extending assistance for the corrective actions.

2. All formal evaluations, and/or observations of work performance of an employee shall be conducted openly.

3. An employee shall be given a copy of the evaluation/observation report, prepared by their evaluators, at least one day prior to any conference to discuss the same. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

4. Employees may periodically review their personnel file maintained in the central office. An appropriate request to the superintendent must be made. The Board agrees to protect the confidentiality, to the degree legally possible, of information in the employee's personnel file. The VTEA recognizes "unofficial" files may be maintained by principals, and/or supervisors. These files may be reviewed by the employee at the discretion of the principal and/or supervisor (Non-grievable).

5. Upon mutual agreement between the superintendent and the person concerned, evaluation material over four years old, which originated within the district, may be removed from the employee's file.

6. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their "official", central, personnel file unless the employee has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent, or their designee, and attached to the file copy.

D. Any reduction in force among non-certified employees will be accomplished by district seniority within the employment categories listed in Article I. In any necessary reduction in force, part time non-certified personnel will be reduced first. No full time non-certified employee shall be reduced when any part time non-certified staff person remains in the District's employ. However, when the least senior employee is a child specific educational aide and that employee's services are necessary to the continued progress of the student to who said employee is assigned, the employee directly above this employee in district seniority will be selected for reduction. Any employee's seniority will be from his/her most recent date of hire. Unpaid leaves of absence will not break seniority, but no seniority will accrue during unpaid leaves. Part time non-certified employees accrue pro rata seniority for each year equal to their percentage of full time employment.

Prior to making a reduction in force, the Board agrees to meet with the Association for the purpose of discussing the details of the proposed reduction. It is understood, however, that the final decision rests with the Board.

## **ARTICLE XI - EMPLOYEE FACILITIES**

### **CERTIFIED STAFF**

#### **A. Listing of facilities**

1. A serviceable desk, chair, and lockable filing facilities for instructional use minimally in their home school only and upon request of the employee. The above shall be provided for full-time staff in their home school only. In addition, teaching staff that travel from building to building will be provided, upon request, a lockable facility.

2. A separate dining area for the use by the staff.
  3. Suitable, closed space to store coats, overshoes, and personal articles,
  4. Copies, for employee's use, of all texts used in each of the courses assigned.
- B. Special Clothing: The Board will make available special clothing if requested by employee and as approved by the administration. This clothing shall be limited to the following areas:

Gym uniforms (pants, shirts, blouses, shorts)	Laboratory coats
Smocks (art, home economics)	Shop coats or aprons
Nurses' uniforms (pants, blouses, skirts, shoes)	

NON-CERTIFIED STAFF

A. Uniforms

1. The Board shall furnish each custodian and maintenance employee three work uniforms each school year (four at initial employment) after the successful completion of a 90 day probationary period.
  - a) The care and upkeep of the clothing furnished shall be the responsibility of the employee.
  - b) Each employee must wear the clothing supplied and be presentable and clean in appearance.
2. Should an employee resign or be terminated prior to the completion of the contract year, all clothing issued for the year shall be returned or the Board reimbursed for its cost by cash or payroll deduction.
3. All full and part-time custodians, maintenance employees and full & part-time Campus Monitors and RPOs covered by this agreement will be entitled to receive reimbursement up to \$100.00 for the purchase of work shoes appropriate to their job duties. It is specifically noted that there is no limit on the number of shoes, (new) that may be purchased, with the \$100.00 allotment. It is further noted that employees will not be required to purchase steel tipped shoes. Receipts for shoe purchases may be submitted between September 1<sup>st</sup> and May 15<sup>th</sup>, reimbursement will be made within a reasonable period of time. RPOs will also be reimbursed \$100.00 for ammunition each year.

B. The Board shall furnish all individuals involved with foul weather gear, for snow removal and foul weather work. Options will be offered for the foul weather gear. Each person is accountable for the cost of its issue, Replacement will be made upon the return of worn out items. Lost items are the responsibility of the employee. Should an employee resign or be terminated, all foul weather gear shall be returned or the Board reimbursed for its cost by cash or payroll deduction.

C. Such clothing to be normally provided by September 1st.

## ARTICLE XII - LEAVE PROVISIONS

### CERTIFIED STAFF:

#### A. Sick Leave

1. All persons employed are entitled to ten sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Both certified and non-certified staff shall be required to utilize accumulated sick days on leave under either the Federal Family and Medical Leave Act or the New Jersey Family Leave Act.
2. Non-accumulative additional sick leave benefits may be allowed at the discretion of the Board.
3. The Board may require a physician's certificate in case of sick leave claimed; e.g. reasonable doubt as to the sick leave claimed; record of recurrent absence; absence at critical times of the year.
4. An accumulative record of absence shall be maintained for each employee by the office of the superintendent of schools.
5. In the event all sick leave is exhausted, deductions will be made upon a per diem rate for additional sick leave (1/200 of contracted salary).
6. Persons reporting that they are ill and will be absent shall be required to comply with "call in" regulations and procedures as directed by the superintendent of schools in September.
7. Fully compensated days for illness or approved medical care, in accordance with need, is allowed all employees. Any absences which require more time than the maximum allowed by state regulation will be reviewed by the superintendent to determine whether or not it will be possible for the staff member to return to work within a reasonable period. In unusual cases the superintendent will review the details with the Board and make a recommendation concerning the status of the employee, in accordance with state law.
8. In the event of the death of an active employee, at any point in their service, payment for all accumulated sick days (valued at the current contracted rate for retirement sick day exchange) shall be paid to the estate of the deceased employee.

#### B. Temporary Leaves

1. Personal Business/Emergency Leave - Emergencies for items of a personal nature shall be fully compensated up to five days, with a prior approval of the Superintendent (except in cases of emergency). No reason need be given; however, personal days shall not be used on the day immediately preceding or following school recesses or school holidays. When more than three (3) consecutive days are requested, a written reason must be submitted to the Superintendent's office. Additional days may be granted at the discretion of the Superintendent by borrowing against the next year's allotment of personal days, provided that the employee has exhausted the personal days for the current school year. Further, employees granted such additional days shall have the cost of substitute's pay deducted from their per diem rate of pay for the additional days used, provided that a substitute was secured and paid by the District to replace the staff member.

- a. Personal days can be accumulated to a maximum of five (5) days as family illness days.

In the event legislation provides for family illness days, this provision shall immediately become null and void, and all prior language shall be restored. These 5 family illness days may require medical support to be provided and cannot be accumulated.

2. School visitation - up to three days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, Building principal approval and superintendent's approval required and denials shall be given with reasons.

3. Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system will be fully compensated.

4. Death in the immediate family or household - Absences are fully compensated for up to a maximum of five days. Additional leave may be granted at the discretion of the superintendent. For purposed of definition regarding absence provisions, the immediate family includes spouse, child, or the father, mother, brother, sister, grandfather, grandmother, or relatives by marriage in the same degree of relationship, domestic partner or any person whose actual household is also the household of the absentee. In the event of the death of a staff member or student in the Vernon Township School District, the principal or immediate superior of said staff member or student shall grant to an appropriate number of staff members sufficient time off to attend the funeral.

5. An absence request form must be completed by the employee and submitted through the principal to the superintendent.

6. Absence prior to or following school recesses - Requests for absence from duty at the beginning and termination of the school year and school recesses will not be approved, unless the reasons for the absence are included under provisions for the absence of staff members as stated. (Paragraph A & B) Absences that are not approved are subject to a full salary deduction. When all district emergency closing days are utilized and it is necessary to take days from the spring recess, employees who can show proof of reservations or bookings made by January 30<sup>th</sup> for a vacation during spring recess will be permitted to take personal day/days. If employee has no personal days left, the employee will agree to have substitute's pay deducted from the per diem rate of pay for the day/days taken off.

7. Absence with pay will be granted to persons called into temporary active duty (limit one month) of any unit of the United States Military Reserves or State National Guards, provided such obligations cannot be fulfilled when school is not in session.

8. Other leaves of absence with pay may be granted by the Board at their discretion.

9. Conference of Association/Affiliate: Up to three association/affiliate days will be allowed for the VTEA president or their designee to conduct association business, or attend affiliate conferences or conventions,

#### C. Extended Leaves of Absence

1. Prolonged Illness: A leave of not exceeding one year may be granted employees whose prolonged illness necessitates review by the board of education. This leave of absence may be without pay or partially compensated for the period of times determined by the board of education, acting upon the recommendation of the superintendent of schools.

2. Military Service: Any regular employee who may enlist or be conscripted into the defense

forces of the United States for service or training shall make application in writing to the superintendent of schools for a leave of absence. They shall be reinstated to their position in the school system with full credit, including the annual increment under the salary schedule upon written request. Such application for reinstatement shall be made within a reasonable period of time after discharge or release from military service, and not later than ninety days from the date of said release or discharge, or ninety days after recovery from any wound or disabling sickness at the date of release. While the employee is on said leave, it is mandatory that the Board of Education maintain their annual contribution to the New Jersey Teacher's Pension and Annuity Fund or the State Public Employee's Retirement System.

3. A leave of absence without pay for up to two years may be granted for the Peace Corps, VISTA, National Teacher Corps, or full-time participants in either of such exchange programs, and shall be granted to an employee who accepts a Fulbright Scholarship or a scholarship of similar nature, or any other self-paid educational improvement.

4. Maternity Leave

a) Procedure: Any employee who becomes pregnant shall notify the superintendent in writing 60 days prior to the effective commencement date of a maternity leave, and shall apply for (in writing), and accept a leave of absence for such a period of time as determined by the Board of Education.

b) Effective Date: A maternity leave of absence shall become effective on the date recommended in writing by the concerned employee's physician and shall continue for up to a maximum of two years from said date.

c) Termination of Leave and Reinstatement: Employee to whom a leave of absence is or has been granted shall be reinstated at the expiration of such leave. Employees will provide 90 day notification of their intent to return.

5. Other leaves of absence without pay may be granted by the board of education at their discretion.

6. All requests, extensions, or renewal of leaves shall be applied for and granted in writing. Under normal circumstances such requests for initial leaves, extensions, or renewals are to be made at least ninety days prior to the commencing of such leave.

7. Teaching staff must be on the payroll for at least 100 working days of the total number of days teachers are required to work during a school year in order to advance to the next step on the negotiated salary guide.

D. Sabbatical Leaves

1. General

a) Leave will not be granted for the purpose of engaging in a gainful occupation or for the purpose of studying for a trade or another profession,

b) When formal college credit has been granted during the leave, the presentation of an official transcript will be required by the superintendent.

c) When leaves have been granted for any other purposes, written reports planned in

consultation with the superintendent will be required.

2. Limited Applications: A maximum of 3% of the employees may be on a sabbatical leave at any one time. Consideration of sabbatical leave will be given only after formal application is made by the qualified person and after a review of staff requirements has been completed for the year in question. Applications for leaves during the fall semester or during the full year must be in the superintendent's office not later than the first school day of the preceding March, Applications for leaves during the second semester must be in the superintendent's office not later than the first school day of the preceding September. Final decision will be made by the Board upon recommendation of the superintendent. Final decision is non-grievable.

3. Salary: A person on sabbatical leave for one half of a school year shall be paid by the Board at full pay of the salary rate which they would have received if they had remained on active duty and for a full school year. A person on sabbatical leave shall be paid by the Board at one half of the salary rate which they would have received if they had remained on active duty.

4. Eligibility: Employees shall become eligible for sabbatical leave when they have completed not less than seven years of consecutive service in the Vernon Township School District. First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of staff members applying for leaves.

5. Return: A condition to the acceptance of sabbatical leave shall be the agreement on the part of the applicant to return to the Vernon Township Schools for at least two years of service after the conclusion of the sabbatical leave. Such condition must be accepted in writing.

6. Sabbatical leaves shall not be cumulative. A sabbatical leave of one year is available after the completion of seven years teaching service; however, if a person, for example, does not take a leave until their fourteenth year, that leave can only be for one year. Persons returning from sabbatical leaves must complete an additional seven years of teaching service before they may request a sabbatical leave again.

7. If the Board, the Superintendent, or the Association is convinced that an employee is not fulfilling the purpose for which the sabbatical leave was granted, that agency shall report this in writing through the Superintendent to the Board. The Board may terminate that sabbatical leave as of the date of its abuse after giving the person an opportunity to be heard by the Board. In the event that the allegations are true, the Board and the person concerned may arrive at a mutual agreement which might include resignation and refunding of accepted sabbatical leave salary.

#### E. Return from Leave

1. Upon return from leave granted as described from this article, except for leaves granted under CM and C-4, an employee shall be considered as if they were actively employed by the board during the leave, and shall be placed on the salary schedule at the level they would have achieved if they would have been present.

2. Under no circumstances will time spent on any such leaves described in sections A, B, C, or D count toward fulfillment of the time requirements for acquiring tenure.

3. All unused accumulative sick leave and credits toward sabbatical leave eligibility shall be credited upon return from any of the leaves described in section C and D.

F. Convertibility Factor: If all accumulated sick leave is used in a given year, any or all personal business/emergency leave for that given year can be converted and used as sick leave, giving the employee the potential of a five day emergency sick leave override; in the event personal business/emergency leave days are not used in any given year, the number of days not used will be accumulated as sick leave (Article XII (A-1)).

#### NON-CERTIFIED STAFF

##### A. Sick Leave

1. Sick leave shall be granted to employees under the provisions of N.J.S.A.: 18A:30-1 through 18A:30-6, inclusive.

a) 18A:30-1; "Definition of Sick Leave",

b) 18A:30-2. 1; "Payment of Sick Leave"

c) 18A:30-3; "Accumulation of Sick Leave"

d) 18A:30-4 through 18A:30-6, inclusive and as modified by the terms of this contract article as hereinafter indicated.

2. All twelve-month personnel shall be entitled to twelve (12) sick days per school year. Ten month personnel are entitled to ten days per year. Unused sick leave shall be cumulative.

3. A doctor's certificate will not normally be required in the event of an absence claimed to be due to personal illness or injury unless in the opinion of the administration an abuse of the legitimate purpose for the absence may be taken, or has taken place. In such case, a doctor's certificate may be required of the individual for the absence in question and/or future similar absences, in order to receive salary for the period of such absences.

4. When an employee has used up all of their sick leave, they may elect to use available annual leave time as sick leave.

5. In the event of the death of an active employee, at any point in their service, payment for all accumulated sick days (valued at the current contracted rate for retirement sick day exchange) shall be paid to the estate of the deceased employee.

##### B. Temporary Leaves

1. Personal Business/Emergency Leave - Emergencies for items of a personal nature shall be fully compensated up to five days, with a prior approval of the Superintendent (except in cases of emergency). No reason need be given; however, personal days shall not be used on the day immediately preceding or following school recesses or school holidays. When more than three consecutive days are requested, a written reason must be submitted to the Superintendent's office. Additional days may be granted at the discretion of the Superintendent by borrowing against the next year's allotment of personal days, provided the employee has exhausted the personal days for the current school year. Further, employees granted such additional days shall have the cost of substitute's pay deducted from their per diem rate of pay for the additional days used, provided

that a substitute was secured and paid by the District to replace the staff member.

2. When change in school schedule causes loss of holiday (i.e., Good Friday) personnel will be able to take the holiday at a time mutually agreed to between the employee and the principal/Director.

3. Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system will be fully compensated.

4. Death in the immediate family or household: Absences are fully compensated for up to a maximum of five days. Additional leave may be granted at the discretion of the superintendent. For purposes of definition regarding absence provisions, the immediate family includes spouse, child, or the father, mother, brother, sister, grandfather, grandmother, or relatives by marriage in the same degree of relationship, or any relative whose actual household is also the household of the absentee. In the event of the death of a staff member or student in the Vernon Township School District, the principal or immediate superior of said staff member or student shall grant to an appropriate number of staff members sufficient time off to attend the funeral.

5. Military Leave: Military leave, without pay, shall be granted to any employee who is inducted or enlists to fulfill his military obligation in any branch of the armed forces of the United States for the period of said service and three months thereafter, or three months after recovery of any wound or disabling sickness at time of release,

6. Illness in the Family: A leave of absence, without pay, up to one year, shall be granted for the purpose of caring for a sick member of the employee's immediate family, (father, mother, husband, wife, son, daughter, father-in-law, and mother-in-law). Additional leave, without pay, may be granted provided proper documentation is submitted.

7. Good Cause: Other leaves of absence, without pay, may be granted by the Board for good reason.

8. Maternity Leave

a) Procedure: Any employee who becomes pregnant shall notify the superintendent in writing 60 days prior to the effective commencement date of a maternity leave, and shall apply for (in writing), and accept a leave of absence for such a period of time as determined by the Board of Education.

b) Effective Date: A maternity leave of absence shall become effective on the date recommended in writing by the concerned employee's physician and shall continue for up to a maximum of two years from said date.

c) Termination of Leave and Reinstatement: Employee to whom a leave of absence is or has been granted shall be reinstated at the expiration of such leave. Employees will provide 90 day notification of their intent to return.

9. Return from Leave:

a) Salary: Upon return from leave granted pursuant to Sections A or B of this article, an employee shall be considered as if they were actively employed by the Board during the leave and shall be placed on the salary schedule at the level they would have achieved if they had not been

absent.

b) Benefits: All benefits to which an employee was entitled at the time of their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return and they shall be assigned to the same position which they held at the time said leave commenced, if available or if not, to a substantially equivalent position.

c) All extensions or renewals of leaves shall be applied for and granted in writing.

10. Convertibility Factor: If all accumulated sick leave is used in a given year, any or all personal business/emergency leave for that given year can be converted and used as sick leave, giving the employee the potential of a five day emergency sick leave override; in the event the personal business/emergency leave days are not used in any given year, the number of days not used will be accumulated as sick leave. (Article XII, A-l).

11. Absence prior to or following school recess: Requests for absence from duty at the beginning and termination of the school year and school recess will not be approved, unless the reasons for the absence are included under provisions for the absence of staff members as stated (Paragraph A & B). Absences that are not approved are subject to a full salary deduction. When all district emergency closing days are utilized and it is necessary to take days from the spring recess, employees who can show proof of reservations or bookings made by January 30<sup>th</sup> for a vacation during spring recess will be permitted to take personal day/days. If employee has no personal days left, the employee will agree to have substitute's pay deducted from the per diem rate of pay for the day/days taken off.

### C. Annual Leave and Calendar Provisions:

1. Annual leave represents an earned benefit to 12 month employees based on years of service as follows:

a) Employee worked not less than six months during the first year; five (5) working days annual leave.

b) Years two through and including four; ten working days annual leave.

c) Years five through and including eight; fifteen working days annual leave.

e) Years nine through and including twelve; twenty working days annual leave.

f) Years thirteen and on, 1 day per year up to five additional working days annual leave, to a maximum of twenty five .

2. Effective for employees hired on a part-time basis on or after July 1, 2014, the annual leave schedule shall be as follows:

a) For an employee who has worked at least six (6) months during the first year, five (5) working days of annual leave.

b) After completing four (4) years of service, ten (10) working days of annual leave After completing nine (9) years of service, fifteen days of annual leave.

c) After completing twelve (12) years of service, one additional day per year to a maximum of twenty (20) days.

3. Annual Leave Conversion: Any employee moving from a ten month or eleven (11) month position to a full twelve month position will be eligible for the number of annual leave days stated in C-1 above based on the following conversion formula: Total Months Service in District/12 = Years Credited.

4. Probationary employees are not credited annual leave time until the probation period is completed and they are recommended for regular employment, in which case Paragraph C-1 of this article shall apply.

5. Annual leave shall be scheduled for the convenience of employees, but in case of conflict, the administration shall have the right to schedule an employee's annual leave. Under normal conditions seniority will prevail. The deadline for annual leave use for 12 month employees shall be extended from June 1 to July 30 each year.

6. Non-certified staff shall avoid taking annual leave during the following time period: August 20th through September 15<sup>th</sup> and June 1<sup>st</sup> till the last day of school. Non-certified staff may request to utilize annual leave during the aforementioned time periods. In unique and special circumstances, requests for annual leave during the aforementioned time periods may be made. The Superintendent has final approval (non-grievable).

7. In the event an employee has resigned or is terminated any year, the employee shall be entitled to any accrued annual leave benefit.

8. Of the 8 hours of required training, two hours will be mandated Vectro/Safe School video training. The additional 6 hours could be in-person training with other staff, other video training, or a combination of both, at no additional compensation. .

D. Holiday Calendar

1. The holiday schedule shall be that established by the board.

2. Compensation for time worked on holidays to be at two times (double time) the normal hourly rate.

3. Employment Level

a) 12-month personnel: 13 paid holidays

b) 10-month Building Aides/RPOs/PT Door Monitor Aides: The building aides/RPOs/PT Door Monitor Aides work year is 180 days and is identical to the students' school year calendar. The annual salary will be paid over that 10-month period in compliance with the annual payday schedule for ten-month employees. For purposes of establishing an hourly base rate in each of these categories the following formulas will be used to calculate each of the base pay hourly rates using the appropriate steps on the current salary guide.

$$\text{Full Time Aides Hourly Rate} = \frac{\text{Current Step Salary}}{180 \text{ days} \times 7 \text{ hours/day}}$$

Part Time Aides/PT Door Monitor Aides Hourly Rate =  $\frac{\text{Current Step Salary}}{180 \text{ days} \times \text{number of hours per day}}$

Monitors Hourly Rate =  $\frac{\text{Current Step Salary}}{180 \text{ days} \times 8 \text{ hours/day}}$

c) 10-month Administrative Assistant: all 10 month Administrative Assistant positions (work year September 1 to June 30) shall receive 12 paid holidays.

E. Indicated below are the conversions we are utilizing when part-time employees become full-time in relation to:

Years Credited

Medical Benefits

Sick Day Conversion

Annual Leave

Departure Leave

1. Years Credited

Aides

$(\text{Aggregate Months of Service}) \text{ times } .57 = \text{Full Years Credited}$

\*57%: Total multiplied by 57% (A part-time aide's day is 57% of a full-time aide's day - 4/7)

Custodians

$(\text{Aggregate Months of Service}) \text{ times } .50 = \text{Full Years Credited}$

\*50%: Total multiplied by 50% (A part-time custodian's day is 50% of a full time's day - 4/8)

2. Medical Benefits - According to the new VTEA contract.

### **ARTICLE XIII- NON-TEACHING DUTIES**

Certified staff shall not be required to perform those duties that are not normally required of teaching personnel, other than as established by existing practice, when such duties can reasonably be assigned to non-teaching staff. If the Board assigns certified staff to any duties other than "as established by existing practice," the Board will negotiate with the VTEA over the issue of compensation for such duties. The Board will provide notice to the VTEA prior to assigning any such additional duties.

### **ARTICLE XIV - PARTNERSHIP COMMITTEE**

The Vernon Township Public Schools "Partnership Committee" is a new approach to open communication between all of the Vernon Township Public School's members. Its scope and purpose is to foster an environment supporting an open, positive, "pro-active" relationship between the Board of Education, the administrative staff, and the employees through a true partnership focused on the improvement of the educational process in our school system.

This Partnership Committee will be established through mutual agreement between a representative of the Vernon Township Board of Education, the superintendent, and the VTEA president. All committee criteria and constraints will be mutually agreed upon and published as Board policy and be in effect for the duration of this contract.

It is the hope that this Partnership Committee will continue to foster an arena where a proactive approach to problem solving takes place. Issues presented can continue to be developed and viable solutions can occur through mutual effort from all of the partners.

#### ARTICLE XV - MISCELLANEOUS PROVISIONS

A. The Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this agreement, or any application of this agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. Employees are assured no loss of constitutional and statutory rights in the area of individual personal freedom. Employees shall be entitled to all rights of citizenship and no religious or political activities of any person or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such persons, provided these activities do not violate any state or federal laws.

D. Whenever any official, formal 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 by registered letter at the following addresses:

1. If by Association to the Board at Board of Education 625 Route 517, Vernon, NJ 07462.
2. If by the Board to the Association at VTEA President's home address.

E. A completed copy of the final agreement will be provided by the Board to each employee concerned by this agreement. In addition, 10 copies will be provided to the VTEA and a copy will be provided to each employee newly hired who is included in the terms and conditions of this agreement.

F. It is agreed without reservation that any early release of paychecks, whether a general release or a release at an individual request, is solely and exclusively a matter at the superintendent's discretion and with Board authority. This does not constitute nor will it ever claim to constitute, a district practice nor is it subject to any complaint, controversy, or grievance,

G. The Board shall reimburse for private vehicle mileage at the rate applicable to all Vernon Township School District employees.

- 1) Such reimbursement applies only to authorized travel on school business matters.
- 2) The Vernon Township School District has an appropriate motor vehicle for maintenance and custodial use. Under normal circumstances this vehicle will be available for transportation of

personnel and equipment/supplies/materials. Under special or emergency situations, however, it is to be reasonably understood that it will be necessary for custodial/maintenance personnel to use their own vehicles for personal transportation.

#### **ARTICLE XVI - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT**

**CERTIFIED STAFF:** Certified staff may take, upon approval of the Superintendent, non-matriculated courses (beyond the Master's Degree only). Such approved courses will count toward guide movement and the teacher's fulfillment of his or her 100 hours requirement.

In the interest of up-grading faculty competence, a program of tuition incentive and assistance is developed with the following regulations:

A. **Eligible Faculty:** Eligibility for tuition reimbursement is contingent upon the employee signing the District's Tuition Reimbursement form.

1. Full-time status
2. Fully certified
3. Enrollment in a graduate degree class and/or program only for classes or programs that pertain to their teaching subject matter and /or enhancement of teaching areas. The Superintendent, may, in his sole discretion, authorize a teaching staff member to reimburse for courses taken which lead to an additional or revised certification or enhancement in a subject area.
4. If an employee resigns his/her position within one year after having received tuition reimbursement from the District, that teacher shall repay the District 100% of the tuition reimbursement received in that prior year. If an employee resigns his/her position within the second year after having received tuition reimbursement from the District, that teacher shall repay the District 50% of the tuition reimbursement received in that prior year.

This requirement shall not apply if the teacher leaves the District due to:

- a) The serious illness of the teacher or a family member (in the latter situation the teacher must provide a physician's certificate establishing that the provision of such care is required).
- b) The death of the employee.
- c) A change in spousal employment necessitating a major geographical relocation (defined as 100 miles or more).
- d) Disability retirement of the employee from TPAF.
- e) Verified, unforeseen emergency which requires termination of employment.

B. **Credits Permitted/Reimbursement schedule:** 15 credits per fiscal year (maximum 6 credits per semester or maximum of 15 credits per year July through the following June) will be permitted. The above per credit reimbursement will be based on 100% tuition of the graduate tuition rate of Montclair State University, within the below total cap limitations. The annual cap for bargaining unit members shall be \$300,000.

Reimbursement will be pro-rated by dividing total pool of available money by the number of

eligible credits.

Yearly caps will be divided into 3 repayment periods: Summer, Fall and Spring and total amounts will be divided into three percentages: 40%, 30% and 30% allotted each period and rolled over if full amount is not used. The board will reimburse employees taking courses at non-public accredited colleges or universities in accordance with the same provisions as noted above.

Faculty may attend other accredited colleges or universities, but tuition reimbursement will not exceed this cost level. Credits may be taken in the summer, fall, or spring semester. Personal days cannot be used for such graduate school attendance.

The Board will reimburse employees taking courses at non-public accredited colleges or universities at the Montclair State University rate. Consideration of course duration, number of credits, and workload may be factors that may influence Superintendent's approval. The Superintendent's decision concerning approval of courses in this Article is final, and is not subject to grievance, arbitration, appeal, or other avenues to reverse said decision.

C. All courses taken must be at the graduate level and will count toward guide movement.

D. Application for such reimbursement is to be made on standard forms developed by the superintendent's office, including teacher's name, assignment, name of the college or university, course number and title, course description, and a rationale as to specifically how this course applies to the teaching assignment. This form must be completed and have received approval from the building principal and superintendent prior to registering for the course if reimbursement is sought for the course. Cost per credit is also to be listed on the approval form.

E. Reimbursement will be made upon submitting a copy of the course approval form indicating prior approval, a copy of the paid bill or check stipulating tuition paid and course per credit, and an official transcript indicating a credit of "B" or higher. Credits of "C" or lower, incomplete, satisfactory, pass or fail, etc., will not be accepted for tuition assistance. Should a course be offered only with a grade of "P" or "F", then the employee concerned must provide documentation certifying that this is the case. In such cases the grade of "P" is the only acceptable grade. Paperwork for reimbursement will be submitted as follows: summer course work - September 15<sup>th</sup>; fall course work-January 15<sup>th</sup>; spring course work-June 15<sup>th</sup>.

F. Staff will be reimbursed for private school tuition at the graduate tuition rate of Montclair State University and consistent with the following provisions:

1. Faculty member must be a full time employee, and fully certified,
2. Faculty member must be fully matriculated/accepted for a Masters or Doctorate at the specific non-public university at which courses are taken. No transfer courses will be eligible. Faculty members with Superintendent's approval may take course work beyond degree program,
3. Course work must be in a specific teaching field or area, i.e. subject matter, teaching methods, human development, psychology etc.
4. The individual teacher concerned must file for approval as provided in the existing Article XVI plus must submit an individual written request describing specifically, and at length, the degree program, documentation of acceptance into the graduate program, matriculation date, description of the program and courses. This must be filed through the building principal to the

superintendent and requires an individual conference with the superintendent to review this matter.

5. Other requirements as specified by the superintendent at the conference.
6. The Superintendent's discretion and judgment shall be final and is not subject to grievance, arbitration, appeal or any avenue seeking to reverse such judgment.
- G. The district will provide certified staff with 20+ in-district hours of Professional Development annually, allowing all certified staff to thereby meet the five year 100 hour requirement imposed by the Department of Education. The 20+ in-district hours will be provided by two in-service days for a total of 10 hours annually and by each school having, at minimum, a one hour, non-mandatory professional development activity monthly for a minimum of 10 hours annually (totaling 20 hours).
- H. Teachers must earn at least 20 hours of professional development annually, in accordance with N.J.A.C. 6A:9C-3.4. The 20 hours will be prorated in a given year depending on individual circumstances.

NON-CERTIFIED STAFF:

- A. Non-certified staff shall be eligible for tuition reimbursement under the following conditions:
  1. The individual concerned must hold a full time contracted position;
  2. The individual concerned must have been employed for at least two consecutive years.
  3. Such courses must be appropriate to the individual's position and function. Courses of a recreational nature or of a nature which does not directly bear upon the employment function will not be eligible.
  4. The courses must be taken at an approved college or university or other state approved educational/training institution.
- B. Individuals may apply through established procedures for such benefits. In order to receive payment the individual must have prior written approval for the course and must submit appropriate documentation, including a copy of the paid bill or canceled check, a copy of an official transcript reflecting a satisfactory passing grade. These payments will be made through purchase orders submitted at the appropriate school building.
- C. Such reimbursement shall not exceed, at any point, more than 50% of the actual costs of tuition only, but at no time to exceed 50% of the N.J. state college tuition rate.
- D. The approval process requires that approval be granted before registering for the course and that the individual file an appropriate in-service tuition reimbursement request form and that this form must have the superintendent's approval in writing. The superintendent's decision concerning this matter shall be final and shall not be subject to grievance or appeal.
- E. Technical support professionals (maintenance) shall be permitted to attend up to two technical seminars per year.
- F. Full-time and part-time custodial staff will be compensated for acquiring a Black Seal License. The district will cooperate with the employee, by way of reasonable accommodations and

adjustments in work schedules, etc. in order to enable the employee to attend school and take the examination for the Black Seal License. The Board will pay any charges levied by the authorized school for instruction of custodial/maintenance personnel in preparation for the license and examination (including tuition and test fees) upon receipt of license.

#### ARTICLE XVII - INSURANCE BENEFITS

A. Health Insurance: Effective as soon as practicable following ratification of this agreement, health insurance and prescription benefits for full time employees and their dependents shall be provided by the School Employees Health Benefits Plan (SEHBP), with the Direct 10 plan being the base plan. Subject to the provision of law, employees shall have the right to select any other plans offered within the SEHBP.

B. Dental Plan

1. A Dental Care Program will be provided for all employees in the following manner:
2. The cap for dental coverage is \$2500 per employee and covered dependents, per year.
3. Orthodontia coverage shall be \$2500 per employee and covered dependent (life time maximum).

C. Optical Plan: An eye examination and eye glass prescription plan will be provided by the Board for coverage of the employee and dependents (family plan). The plan includes examination, lenses and frames annually.

D. Eligible employees who receive health insurance coverage through the Vernon Board of Education and are enrolled in NJ Direct10 or NJ Direct15 health plans rather than being enrolled in the NJ Educator Health Plan or Garden State Health Plan will contribute to the cost of health benefits at the Chapter 78-Tier IV rates. Eligible employees enrolled in the NJ Educators Health Plan or Garden State Health Plan will contribute to the cost of health benefits according to the State salary-based contribution schedule.

Effective July 1, 2018, all employees receiving medical, prescription, vision and/or dental coverage through the District with NJ Direct10 or Direct15 health plans shall receive an annual rebate of ten percent (10%) of their annual contribution towards insurance premiums. The rebate shall be payable by the last regular paycheck in June of each year. The rebate shall be subject to all normal deductions required by law and shall not be pensionable.

E. Medical Savings Plan: A Section 125, Flexible Savings Account (FSA), shall be established for all employees. This plan affords the employee the opportunity to put pre-tax dollars into an account which may be used at the employee's discretion for Unreimbursed Medical Expenses and or Dependent Care according to law. Involvement in this program is strictly voluntary. It is to be understood that any money remaining in the employee's account at the end of the work year will be forfeited to the Board of Education and deposited in the General Fund. The Board of Education shall provide all employees a brochure explaining the details of the program, The Section 125 Program will be implemented as of January 1, beginning with the IRS calendar year. The cutoff for members to join and/or opt out of the program will always be December 1st of the preceding calendar year.

F. Opt-Out Plan Employees shall be permitted to opt-out of any or all medical and health

insurance plans (health insurance, prescription, vision, or Dental) provided under the terms of this agreement in accordance with the following:

1. District to provide forms to every employee annually along with an explanation of program.
2. Employee must demonstrate appropriate alternate coverage.
3. The BOE establish Section 125 Plan.
4. Effective July 1, 2018, the waiver paid to employees who are giving up health insurance will be capped at 25% of the cost of the coverage or \$4,000.00 whichever is less.
5. Payments will be made by separate check with all appropriate deductions made for taxes, etc. At the employee's option, payment may be made into a tax shelter annuity (403 b).
6. Employee can return to district coverage, without any lapse in coverage, during the open enrollment period, or for any of the following reasons:
  - a) Death or disability of spouse which terminates alternate coverage
  - b) Separation or divorce
  - c) Birth or adoption of a child
  - d) Separation from employment or spouse which terminates alternate coverage
  - e) Military discharge
  - f) Hardship, other life event or unforeseen emergency

G. Certified-Part-time Employees: All certified staff working in grades Pre-K through 12 inclusive who teach at least 3 classes per day (without consideration of lunch, preparation periods, duty assignments, etc.) shall be entitled to health benefits consistent with this Article. Class periods for self-contained certified staff working in grades Pre-K through 4 inclusive, will be based upon the special subject period time frame, which are 40 minute periods similar to those at the middle and high schools. Certified staff who teach fewer than 3 classes per day (i.e., 2 classes-2/5; 1 class-1/5) shall not be eligible to receive health benefits at Board cost (again, regardless of assignments, duties, preparation periods, etc.) Certified part-time employees who teach on average less than twenty-five (25) hours a week shall not be eligible for health benefits when school district insurance coverage is provided by School Employee Health Benefits Plan (SEHBP).

H. Non-Certified Part-time Employees: Non-certified part-time employees who work on average twenty-nine (29) hours a week or less shall not be eligible for health benefits when school district insurance coverage is provided by School Employee Health Benefits Plan (SEHBP).

## **ARTICLE XVIII - SALARY REGULATIONS**

### **CERTIFIED STAFF**

- A. Salary schedule

1. Salaries of employees covered by this agreement shall be set forth in Article XIX.

B. Employees covered by this agreement employed on a full time, contractual basis on or before January 1st of any school year shall be given full year credit for one salary step for salary in the following year, based upon such administrative - recommendation for increment and/or recommendation for reappointment. To be eligible for advancement to the next step of the salary guide, an employee must work at least one hundred (100) days during the current school year. For purposes of calculating the one hundred days, the parties agree to include actual work days plus other days for which the employee received compensation under the terms of this agreement or under the law, including, but not limited to, bereavement days, paid sick days, jury duty, workers compensation, etc.

1. In keeping with N.J.S.A. 18A:29-14 and Administrative Code Title VI, the Board retains the right to withhold increments.

C. Placement on set salary schedule

1. Except as defined above, persons under full time contracted employment shall be placed and maintained on the guide.

2. In keeping with Statute 18 A: 29-9, initial step placement on the salary schedule shall be at such a point as agreed upon by the employee and employing board (persons employed placed on appropriate degree/credit column).

D. Return from leaves

1. Employees previously under contract returning from leaves defined under Article XII, C-2 Military Service, and C-3, Leaves for Peace Corps, Vista, etc., shall be placed on the salary schedule in keeping with such placement had they remained under active employment, suffering no loss in salary improvement.

2. Employees returning to employment after any other type of leave shall not receive such salary improvement but are to return to the salary they would have been on or would have been going to had they not been granted such leave. This benefit applies only to persons who have left the Vernon Township School District on a Board approved, Board granted extended leave of absence.

E. Notification of Status: Employees are to be notified of contract status for the ensuing year in keeping with state law, not later than April 30th. Notification of salary status is dependent upon completion of such salary matters prior to this date. In the event salary guides are not completed, employees shall be notified of salary status according to their individual status, in keeping with PERC regulations and subject to completed salary negotiations.

F. Termination of Employment: The Board retains its rights to terminate employment of non-tenured personnel within the confines of the termination clause (60 days) at any time provided the individual concerned is properly notified of such action and given the opportunity to resign (within applicable statutes and Administrative Code VI).

G. Pay Period: Employees will be paid from the period of September 1st through June 30th, 20 equal semi-monthly installments, with final checks released on the last working day in June, provided all procedural obligations of the employees are met in full.

A Summer savings plan will be established. It will be contingent on ten-month staff members filling out a form annually which must be submitted before the end of the business day on the last day of the first week of the new school year. The staff member shall agree to receive their pay through direct deposit. This would be an annual selection process and could not be reversed until the next open period (first week of school) in the following year.

H. Column Placement

1. Bachelor's Degree Column: Possession of Bachelor's degree and/or teaching certificate;

2. Master's Degree Column: Possession of an earned Master's degree

Concerning BA+15 and BA+30, employees attaining +15 status shall be eligible for placement of this column only on an annual basis. Such adjustments made in the months of August, September, or October. Adjustments require the filing of appropriate requests on the part of the employee concerned and further require submission of appropriate documents.

3. Concerning MA, MA+15, MA+30, MA+45, MA+60, such adjustments shall be made twice yearly; in the fall (August, September, or October); and again mid-year in February. Concerning attaining MA+45 or MA+60, all credits past MA+30 must have been earned after placement on the MA+30 column. The same applies to MA+60. All credits must have been earned after placement on MA+45.

I. Longevity: This applies to actual years worked as an employee in Vernon Township.

1. Commencing in the 15th through the 19th year of service add \$1,600 to the employee's salary.

2. Commencing in the 20th year through the 24th year of service add \$2,100 to the employee's salary.

3. Commencing in the 25th year through the 29th year of service add \$3,000 to the employee's salary.

4. Commencing in the 30th year and thereafter, add \$3,600 to the employee's salary.

J. Departure Leave/Reimbursement for Sick Leave - Employees are eligible to receive either the departure leave benefit or the sick leave retirement pay benefit, but not both. Employees must choose which benefit they intend to receive no later than 120 days prior to the actual date of retirement.

1. Departure Leave

a) Eligibility

1. Twenty full years of completed, active service in the Vernon Township School District. Periods of unpaid leave shall not count as active service for purposes of this benefit.

2. Any employee on an extended leave for three consecutive months during the "departure year" is not eligible, other than medically certified sick leave,

3. The employee must notify the superintendent by March 1st of the departure year of the intent to leave-no later date.

4. The departure is for the purpose, generally, of retirement from teaching (TPAF) or leaving New Jersey or leaving education or honorable resignation from the Vernon Township School District.

5. This departure leave is available only if the employee is leaving for honorable cause, not as a result of any disciplinary action or pending disciplinary action; i.e., notice of withholding an increment, possibility of tenure dismissal charges, etc. Such denial of a departure leave cannot be appealed for causes specified with "E",

b) Benefit — for completed years only

After 20 years — 5 days

After 25 years — add 5 more days (10 days)

After 30 years — add 10 more days (maximum accrual possible 20 days)

1. To be paid at current salary rate per diem at the time of departure into a tax sheltered account.

2. Retirement Sick Leave Pay

a) After 15 years of service and upon retirement from the Vernon Township Public Schools, in accordance with New Jersey Teacher Pension and Annuity Fund requirements, the employee will receive \$70.00 for each day of accumulated sick leave accrued as of the date of retirement. Effective July 1, 2010, a cap of \$ 15,000.00 for reimbursement for accumulated sick leave will be in place.

b) Payment for accumulated sick leave will be made into a tax shelter account.

K. Summer CST meetings to be compensated at a rate of \$40.00 per meeting.

L. Bedside tutoring to be compensated at a rate of \$40.00 per hour.

M. High School and Glen Meadow Middle School Saturday detention to be compensated at a rate of \$25.00 per hour.

N. Summer curriculum work stipend to be compensated at a rate of \$ 125.00 per day.

O. Glen Meadow and Lounsberry Hollow Middle School after school detentions will be compensated at \$35.00 per session.

P. Employees who receive a doctorate will be paid a one time \$ 1,000.00 stipend (not to be added to base salary).

Q. National Teacher Board Certification stipend is \$1,000.00. Teachers are to submit by April 1<sup>st</sup> of each year a copy of the current certificate.

R. Speech Language Pathologists will receive a stipend of \$1,000.00 for their Certificate of Clinical Competency. SLPs are to submit by April 1<sup>st</sup> of each year a copy of the current certificate.

S. The bedside tutoring rate for related service providers will be \$65.00 an hour.

T. New Clubs and Activities: New clubs and activities which show student interest and

participation for one year, if extended by the Board, shall be compensated on the Extra-curricular Salary Guide with a stipend equal to a comparable activity for the following school year. If stipends are denied by the Board, the club or activity shall be terminated.

NON-CERTIFIED STAFF: Salary Regulations, Salary Schedules & Severance Pay

A. Placement on Guide: Placement on the proper salary guide and step will be determined at the time of employment.

B. Experience Credit: In determining such guide and step placement, the administration may grant credit for similar work experience outside the school district.

C. Salary Increment: The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic. The superintendent shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure.

D. Step Increments/Adjustments: All step increments and/or adjustments on the salary guide shall be granted effective July 1st:

1. Employee appointed before January 1st - moves to the next step on July 1<sup>st</sup>.
2. Employee appointed after January 1st - remains on the same step on July 1st.

E. ABA/Extraordinary Needs Aides

The Board and the Association acknowledge that the job duties of a number of Aides involve regular daily responsibilities that merit differential compensation beyond that of a typical Aide. These activities typically relate to the extraordinary needs of medically fragile or seriously disabled students and can include, but not be limited to, the lifting, restraining, toileting (changing diapers and assistance with bodily fluids) or assistance in other personal hygiene issues as well as data collection and reporting obligations under the District's ABA program. ABA and Extraordinary Needs Aides shall receive an additional \$2.50 per hour, effective July 1, 2017. In the event a substitute is needed, the staff member will be assigned to the student for a full day and shall receive the additional compensation for the hours assigned.

The Director of Special Services will evaluate the IEP of all medically fragile or seriously disabled students and identify those students who require such extraordinary assistance on a regular basis. Aides assigned to such students shall receive all necessary training prior to the assignment. The assignment of Aides to these duties shall be a managerial prerogative.

In the event that a child's condition significantly changes during a school year, the Board may request an additional review of the child's needs based upon changed circumstances.

F. Payment Schedule: Twelve-month employees' salary will be paid in semi-monthly (24) installments per year; except when pay day falls on Friday, the night custodians shall be paid on Thursday when possible; otherwise, checks available to night workers at noon Friday in respective school buildings, or central office, and that differentials be paid by separate checks from regular payroll payments (two installments).

G. Payment Option: Ten-month, non-certified employees will have the same payment option as that of the certified employees as outlined in G. (Cert.) of this article.

H. Severance Pay: If an employee is let go because of a reduction in force (RIF) from his work, following continued service for a period of two to five contract years, the employee will receive two weeks' severance pay at their current rate of pay. If an employee is reduced in force (RIF'ed) having been employed in the district for six to ten continuous years, the employee will receive three weeks' severance pay at their present salary rate, If an employee is reduced in force (RIF'ed) having been employed in the district for eleven or more continuous years, the employee will receive four weeks' severance pay at their present salary rate.

I. Departure Leave/Sick Leave Reimbursement: Departure Leave/Reimbursement for Sick Leave - Employees are eligible to receive either the departure leave benefit or the sick leave retirement pay benefit, but not both. Employees must choose which benefit they intend to receive no later than 120 days prior to the actual date of retirement to be paid at the time of departure into a tax sheltered account.

1. Departure Leave: After ten consecutive years of satisfactory service, should the employee leave by personal resignation for personal cause, including retirement, but not for any disciplinary matter or unsatisfactory job performance or reprimand, then said employee to receive two weeks base salary, pro-rated, as severance pay; after fifteen years in similar fashion, said employee in similar circumstances would be eligible for and receive four weeks' severance pay. It is to be noted such pay to be pro-rated on base contract not inclusive of any differentials or added stipends of any sort whether for additional duties, licenses, and shift work, etc.

2. Sick Day Reimbursement: Upon leaving the employment of the Vernon Township Public School District, employees covered by this agreement shall be eligible for payment of unused accumulated sick leave as of the date of resignation or retirement according to the following schedule:

Full Time

- a) Completion of 10 years      \$40 per accumulated sick day
- b) Completion of 15 years      \$45 per accumulated sick day
- c) Completion of 20 years      \$50 per accumulated sick day

Part Time employees will be eligible for payment of unused accumulated sick leave as of the date of resignation or retirement at a pro-rated rate of pay, per sick day, as listed above. Effective July 1, 2010, a cap of \$15,000.00 for reimbursement for accumulated sick leave will be in place.

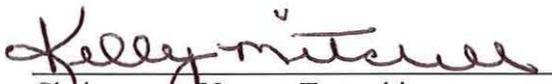
J. Non-Certified Longevity: This applies to actual years worked as an employee in the Vernon Township Public Schools. Commencing in 2020-2021 the following shall apply for full-time staff. Amounts for part-time staff shall be calculated based on the prorated percentages calculated in Article XII- Leave Provisions:

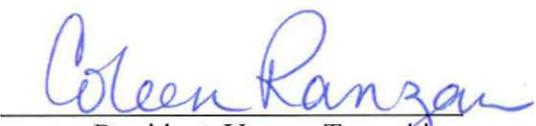
- 1. Commencing in the 15th through the 19th year, add \$675 to the employee's salary.
- 2. Commencing in the 20th year of service through the 24th year, add \$875 to the employee's salary.

3. Commencing in the 25<sup>th</sup> year of service through the 29th year, add \$1,075 to the employee's salary.
4. Commencing in the 30th year and thereafter, add \$1,375 to the employee's salary.

**ARTICLE XIX - SALARY AGREEMENT**

1. Effective July 1, 2023, the base salary for teachers shall be increased by 2.75%, inclusive of increment.
2. Effective July 1, 2024, base salary for teachers shall be increased by 3.0%, inclusive of increment.
3. Effective July 1, 2025, base salary for teachers shall be increased by 3.25%, inclusive of increment.
4. Effective July 1, 2023, base salary for support staff employees except for part-time hourly custodians and part-time hourly aides, shall be increased by 2.75%, inclusive of increment.
5. Effective July 1, 2024, base salary for support staff employees except for part-time hourly custodians and part-time hourly aides, shall be increased by 3.0%, inclusive of increment.
6. Effective July 1, 2025, base salary for support staff employees except for part-time hourly custodians and part-time hourly aides, shall be increased by 3.25%, inclusive of increment.
7. All extra-curricular and co-curricular guides shall remain the same.
8. Salary guides shall be mutually acceptable.

  
 Chairperson, Vernon Township  
 Board of Education Negotiations  
 Committee

  
 President, Vernon Township  
 Education Association

  
 Witness

  
 Witness

6/20/23  
 Date

6/20/23  
 Date

**Certified 2023/2024**

**Year 1 2023/2024**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOCT</b>
1	55,726	56,876	58,026	61,556	62,746	63,946	65,086	66,236	67,386
2	56,076	57,226	58,376	61,906	63,096	64,296	65,436	66,586	67,736
3	56,526	57,676	58,826	62,456	63,646	64,846	65,986	67,136	68,286
4	57,076	58,226	59,376	63,006	64,196	65,396	66,536	67,686	68,836
5	57,671	58,821	59,971	63,601	64,791	65,991	67,131	68,281	69,431
6	58,661	59,811	60,961	65,191	66,381	67,581	68,721	69,871	71,021
7	60,021	61,171	62,321	66,831	68,021	69,221	70,361	71,511	72,661
8	62,285	63,435	64,585	69,365	70,555	71,755	72,895	74,045	75,195
9	65,615	66,765	67,915	72,975	74,165	75,365	76,505	77,655	78,805
10	69,075	70,225	71,375	76,725	77,915	79,115	80,255	81,405	82,555
11	73,165	74,315	75,465	81,195	82,385	83,585	84,725	85,875	87,025
12	77,265	78,415	79,565	85,485	86,675	87,875	89,015	90,165	91,315
13	81,375	82,425	83,575	89,685	90,875	92,075	93,215	94,365	95,515
14	85,365	86,515	87,665	93,965	95,155	96,355	97,495	98,645	99,795
15	90,427	91,577	92,727	99,217	100,407	101,607	102,747	103,897	105,047

**Certified 2024/2025**

**Year 2**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOCT</b>
1	56,192	57,342	58,492	62,022	63,212	64,412	65,552	66,702	67,852
2	56,542	57,692	58,842	62,372	63,562	64,762	65,902	67,052	68,202
3	56,992	58,142	59,292	62,922	64,112	65,312	66,452	67,602	68,752
4	57,542	58,692	59,842	63,472	64,662	65,862	67,002	68,152	69,302
5	58,137	59,287	60,437	64,067	65,257	66,457	67,597	68,747	69,897
6	59,127	60,277	61,427	65,657	66,847	68,047	69,187	70,337	71,487
7	60,487	61,637	62,787	67,297	68,487	69,687	70,827	71,977	73,127
8	62,751	63,901	65,051	69,831	71,021	72,221	73,361	74,511	75,661
9	66,081	67,231	68,381	73,441	74,631	75,831	76,971	78,121	79,271
10	69,541	70,691	71,841	77,191	78,381	79,581	80,721	81,871	83,021
11	73,631	74,781	75,931	81,661	82,851	84,051	85,191	86,341	87,491
12	77,731	78,881	80,031	85,951	87,141	88,341	89,481	90,631	91,781
13	81,841	82,891	84,041	90,151	91,341	92,541	93,681	94,831	95,981
14	85,831	86,981	88,131	94,431	95,621	96,821	97,961	99,111	100,261
15	91,426	92,576	93,726	100,216	101,406	102,606	103,746	104,896	106,046

**Certified 2025/2026**

**Year 3**

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOCT</b>
<b>Step</b>									
1	57,330	58,480	59,630	63,160	64,350	65,550	66,690	67,840	68,990
2	57,680	58,830	59,980	63,510	64,700	65,900	67,040	68,190	69,340
3	58,130	59,280	60,430	64,060	65,250	66,450	67,590	68,740	69,890
4	58,680	59,830	60,980	64,610	65,800	67,000	68,140	69,290	70,440
5	59,275	60,425	61,575	65,205	66,395	67,595	68,735	69,885	71,035
6	60,265	61,415	62,565	66,795	67,985	69,185	70,325	71,475	72,625
7	61,625	62,775	63,925	68,435	69,625	70,825	71,965	73,115	74,265
8	63,889	65,039	66,189	70,969	72,159	73,359	74,499	75,649	76,799
9	67,219	68,369	69,519	74,579	75,769	76,969	78,109	79,259	80,409
10	70,679	71,829	72,979	78,329	79,519	80,719	81,859	83,009	84,159
11	74,769	75,919	77,069	82,799	83,989	85,189	86,329	87,479	88,629
12	78,869	80,019	81,169	87,089	88,279	89,479	90,619	91,769	92,919
13	82,979	84,029	85,179	91,289	92,479	93,679	94,819	95,969	97,119
14	86,969	88,119	89,269	95,569	96,759	97,959	99,099	100,249	101,399
15	92,564	93,714	94,864	101,354	102,544	103,744	104,884	106,034	107,184

**Administrative Assistants**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	44,848	1	45,713	1	46,885
2	44,968	2	45,833	2	47,005
3	45,088	3	45,953	3	47,125
4	45,288	4	46,153	4	47,325
5	45,488	5	46,353	5	47,525
6	45,888	6	46,753	6	47,925
7	46,088	7	46,953	7	48,125
8	46,712	8	47,577	8	48,749
9	47,542	9	48,407	9	49,579
10	48,710	10	49,575	10	50,747
11	49,920	11	50,785	11	51,957
12	51,172	12	52,037	12	53,209
13	52,468	13	53,333	13	54,505
14	53,808	14	54,673	14	55,845
15	55,395	15	56,260	15	57,432
16	57,870	16	58,735	16	59,907

**Maintenance**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	43,845	1	44,912	1	46,109
2	44,345	2	45,412	2	46,609
3	44,945	3	46,012	3	47,209
4	45,645	4	46,712	4	47,909
5	46,445	5	47,512	5	48,709
6	47,345	6	48,412	6	49,609
7	48,345	7	49,412	7	50,609
8	49,445	8	50,512	8	51,709
9	50,625	9	51,692	9	52,889
10	51,905	10	52,972	10	54,169
11	53,405	11	54,472	11	55,669
12	55,015	12	56,082	12	57,279
13	56,845	13	57,912	13	59,109

**Custodians - Full Time**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	40,381	1	41,458	1	42,831
2	41,956	2	43,033	2	44,406
3	42,556	3	43,633	3	45,006
4	42,981	4	44,058	4	45,431
5	43,781	5	44,858	5	46,231
6	44,458	6	45,535	6	46,908
7	45,556	7	46,633	7	48,006
8	47,303	8	48,380	8	49,753
9	49,139	9	50,216	9	51,589
10	51,069	10	52,146	10	53,519
11	53,097	11	54,174	11	55,547
12	55,146	12	56,223	12	57,596
13	57,578	13	58,655	13	60,028

**Custodians - Part Time**

2023/2024		2024/2025		2025/2026	
Step	Rate Hourly	Step	Rate Hourly	Step	Rate Hourly
1	\$ 24.95	1	\$ 25.95	1	\$ 26.95
2	\$ 25.01	2	\$ 26.01	2	\$ 27.01
3	\$ 25.06	3	\$ 26.06	3	\$ 27.06
4	\$ 25.13	4	\$ 26.13	4	\$ 27.13

**Messenger**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	\$ 43,177	1	\$ 44,177	1	\$ 45,177
2	\$ 43,469	2	\$ 44,469	2	\$ 45,469
3	\$ 43,762	3	\$ 44,762	3	\$ 45,762
4	\$ 44,060	4	\$ 45,060	4	\$ 46,060
5	\$ 44,361	5	\$ 45,361	5	\$ 46,361
6	\$ 44,664	6	\$ 45,664	6	\$ 46,664
7	\$ 44,971	7	\$ 45,971	7	\$ 46,971

**Aides - Full Time**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	\$ 21,781	1	\$ 21,712	1	\$ 22,342
2	\$ 22,081	2	\$ 22,012	2	\$ 22,642
3	\$ 22,181	3	\$ 22,112	3	\$ 22,742
4	\$ 22,281	4	\$ 22,212	4	\$ 22,842
5	\$ 22,756	5	\$ 22,687	5	\$ 23,317
6	\$ 23,192	6	\$ 23,123	6	\$ 23,753
7	\$ 23,481	7	\$ 23,412	7	\$ 24,042
8	\$ 24,180	8	\$ 24,111	8	\$ 24,741
9	\$ 24,911	9	\$ 24,842	9	\$ 25,472
10	\$ 25,676	10	\$ 25,607	10	\$ 26,237
11	\$ 26,476	11	\$ 26,407	11	\$ 27,037
12	\$ 28,307	12	\$ 28,587	12	\$ 29,711

**Aides - Part Time**

<b>2023/2024</b>		<b>2024/2025</b>		<b>2025/2026</b>	
	Rate		Rate		Rate
Step	Hourly	Step	Hourly	Step	Hourly
1	18.72	1	19.72	1	20.72
2	18.80	2	19.80	2	20.80
3	18.89	3	19.89	3	20.89
4	19.24	4	20.24	4	21.24

**Aides - Part Time w/ABA Extra**

<b>2023/2024</b>		<b>2024/2025</b>		<b>2025/2026</b>	
	Rate		Rate		Rate
Step	Hourly	Step	Hourly	Step	Hourly
1	21.22	1	22.22	1	23.22
2	21.30	2	22.30	2	23.30
3	21.39	3	22.39	3	23.39
4	21.74	4	22.74	4	23.74

**Retired Police Officers (RPO)**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	38,200	1	38,544	1	39,451
2	39,204	2	39,548	2	40,455
3	40,243	3	40,587	3	41,494
4	41,283	4	41,627	4	42,534
5	42,324	5	42,668	5	43,575
6	43,384	6	43,728	6	44,635

**Door Monitors - Part Time**

2023/2024		2024/2025		2025/2026	
Step	Rate Hourly	Step	Rate Hourly	Step	Rate Hourly
1	\$ 17.91	1	\$ 18.31	1	\$ 18.76
2	\$ 18.38	2	\$ 18.78	2	\$ 19.23
3	\$ 18.47	3	\$ 18.87	3	\$ 19.32
4	\$ 18.82	4	\$ 19.22	4	\$ 19.67

**Behavior Tech**

2023/2024		2024/2025		2025/2026	
Step	Salary	Step	Salary	Step	Salary
1	\$ 37,048	1	\$ 38,323	1	\$ 39,746
2	\$ 37,498	2	\$ 38,773	2	\$ 40,196
3	\$ 38,048	3	\$ 39,323	3	\$ 40,746
4	\$ 38,498	4	\$ 39,773	4	\$ 41,196
5	\$ 39,048	5	\$ 40,323	5	\$ 41,746
6	\$ 40,498	6	\$ 41,773	6	\$ 43,196
7	\$ 41,048	7	\$ 42,323	7	\$ 43,746
8	\$ 41,498	8	\$ 42,773	8	\$ 44,196
9	\$ 42,048	9	\$ 43,323	9	\$ 44,746
10	\$ 42,498	10	\$ 43,773	10	\$ 45,196

## Certified Co-Curricular Guide 2023-2026

\*All individuals on the Certified and Non-Certified guide who have completed five (5) years of service in the same extra-curricular activity will receive a longevity incentive of \$100 at the beginning of the sixth (6<sup>th</sup>) year in that activity; and an additional \$100 after ten (10) years of service in that same activity, commencing in the eleventh (11<sup>th</sup>) year.

Position	Step 1	Step 2	Step 3
Head Cheerleading (HS)	4043	4173	4548
Asst. Cheerleading	3069		
Competitive Cheerleading	2693	2773	3118
Head Soccer	7543	7773	8348
Asst. Soccer	5593	5773	6268
Head Cross Country	7543	7773	8348
Asst. Cross Country	5593	5773	6268
Head Track & Field	7543	7773	8348
Asst. Track & Field	5593	5773	6268
Bowling	5343	5523	5998
Head Golf	5343	5523	5998
Asst. Golf	3684	3834	4259
Head Tennis	7249	7429	7817
Asst. Tennis	5849	6029	6268
Head Volleyball	7249	7429	7817
Asst. Volleyball	5849	6029	6268
Head Field Hockey	7543	7773	8348
Asst. Field Hockey	5593	5773	6268
Head Softball	7543	7773	8348
Asst. Softball	5593	5773	6268
Head Baseball	7543	7773	8348
Asst. Baseball	5593	5773	6268
Head Basketball	7643	7873	8448
Asst. Basketball	5593	5773	6268
Head Football	7643	7873	8448
Asst. Football	5593	5773	6268
Head Wrestling	7643	7873	8448
Asst. Wrestling	5593	5773	6268
Head Swimming	7643	7873	8448
Head Skiing	6443	6623	7048
Head Indoor Track	3844	4544	5544
Assistant Indoor Track	3293	3373	3748
Asst. Skiing	4743	4873	5248
Head Lacrosse	7543	7773	8348
Asst. Lacrosse	5593	5773	6268
Assistant Athletic Director			5644
Weight room		5443	6152

Head Drama (fall)		4973	5448
Asst. Drama (fall)		4373	4748
Head Drama (spring)		5373	5848
Asst. Drama (spring)		4423	4848
Year Long Choir Director	5143	5323	5748
Head Orchestra Director	5143	5323	5748
Head Marching Band	5143	5323	5748
Asst. Marching Band	3413	3543	3918
Head Band Director	5143	5323	5748
Drill Team	3413	3543	3918
Yearbook	4093	4273	4748
Magazine	3543	3673	4048
Photographer	3043	3173	3548
Technical Asst.	3843	4023	4448
DECA Advisor			7144
DECA Assistant			3644
Student Leadership Bystander Awareness Club			2773
Model UN	2693	2773	3118
Art Club	2693	2773	3118
Jazz Band	5143	5357	5557
National Honor Society	2693	2783	3118
Frosh Class Advisor			3548
Soph Class Advisor			3748
Junior Class Advisor			4148
Senior Class Advisors			4448
Library	2693	2773	3118
Academic Decathlon	2693	2773	3118
Student Center	3339		
SAT Team (per Season)			7522
Student Council	3843	4023	4448
Key Club	3843	4023	4448
HS Detentions F/W/S	4373	4533	4998
Peer	2693	2773	3118
Mock Trial	2693	2773	3118
Robotics	4929	5017	5367
Assistant Robotics	2693	2773	3118
Coding/Math Clubs	3843	4023	4448
Music Production	2693	2773	3118
Year-long MS Athletic Coord. (GM)	3543	3723	4148
MS Field Hockey	3980	4160	4498
MS Winter Basketball	3980	4160	4498
MS Winter Asst Basketball	3980	4160	4498

MS Spring Track & Field	3980	4160	4498
Intramural Cross Country	2693	2773	3118
Intramural Golf	2693	2773	3118
Intramural Volleyball	2693	2773	3118
Middle School Yearbook	3543	3673	4548
Wrestling	3980	4160	4498
MS Literary Magazine	3543	3673	4048
MS Musical	2693	2773	3118
Variety Show	2693	2773	3118
MS Jazz Ensemble	3718	3838	4243
Choir Advisor	3718	3838	4243
Guidance Coordinator	5222	5352	5742
Coordinator	5222	5352	5742
Academic Bowl Coach	2693	2773	3118
Math Counts	2693	2773	3118
Builders Club	2693	2773	3118
Robotics	2693	2773	3118
Coding Club	2693	2773	3118
National Junior Honor Society	2693	2773	3118
Peer Support	2693	2773	3118
Intramural Volleyball (LH)	2693	2773	3118
Intramural Golf	2693	2773	3118
Intramural Field Hockey	2693	2773	3118
Intramural Track & Field	2693	2773	3118
5th Grade Choir	3718	3838	4243
6th Grade Choir	3718	3838	4243
Jazz Band	3718	3838	4243
Astronauts Club	2693	2773	3118
Video Club	2693	2773	3118
Art Club	2693	2773	3118
Guidance Coordinator	5222	5352	5742
Coordinator	5222	5352	5742
Variety Show	2693	2773	3118
K-Kids Club	2693	2773	3118
Robotics	2693	2773	3118
Coding Club	2693	2773	3118
TREPS	2693	2773	3118
Coordinator (Primary)	5222	5352	5742
Coordinator (District)	5222	5352	5742

Non-Certified Co-Curricular Guide (Differential Pay)

Activity	Year 2023-2026
Administrative Assistant (Principal)	5446
Administrative Assistant (Ass't Principal)	3083
Coordinating Custodian	3529
High School Coordinating Custodian	5500
Middle School Coordinating Custodian	5000
Elementary School Coordinating Custodian	4500
Cust. Afternoon Shift	1847
Cust. Evening Shift	2096
Cust. Night Shift	2528
Maintenance Coordinator	6696
Maintenance Mechanic	6279
Maintenance Helper	4889
Licensed Tradesman/Journeyman	5584
Sewage Treatment	3639
HVAC	3909
Black Seal	1922

