

PREAMBLE

THIS AGREEMENT is entered into this 1st day of July, 2003 by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF MORRIS, NEW JERSEY, hereinafter called "Board" and the MORRIS COUNTY VOCATIONAL SCHOOL DISTRICT ADMINISTRATIVE ASSOCIATION, INC., Hereinafter called the "Association".

ARTICLE I

RECOGNITION OF ASSOCIATION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel as follows:

1. Principal
2. Director of Adult Education
3. Director of Student Personnel Services
4. District Grants Administrator
5. Supervisor of Curriculum and Instruction
6. Supervisor of Instruction / Technology
7. Supervisor of Instruction / LPN
8. Supervisor of Instruction / Adult Education
9. Supervisor of Discipline & Student Activities

but excluding all confidential employees, Superintendent, Board Secretary/Business Administrator, within the meaning of N.J.S.A. 34:13A-1, et. seq., and all other employees of the Board.

B. The term employee when used hereinafter will include the personnel in items 1 through 9 as listed in Article I-A.

C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II
BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions in effect for the duration of this Agreement, reserves to itself all rights and responsibilities of management of the School district and full jurisdiction and authority to make, amend, revise, and rescind policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption, amendment and revision of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with the Constitution of Laws of the State of New Jersey and the Constitution and Laws of the United States. Should State Law change during the period of this Agreement non-directory changes in such law which affect terms and conditions of employment shall not operate as an automatic change in the terms of this Agreement unless otherwise negotiated.

ARTICLE III
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in good faith in accordance with N.J.S.A. 34:13A-1, et. seq. Such negotiations shall begin no later than December 1 of the calendar year next preceding the calendar year in which this Agreement expires.
- B. In accordance with said Act during negotiations the Board and the Association may present relevant non-confidential data, exchange points of view, and make proposals and counter-proposals. Neither Party in any negotiations or during the duration of Agreement shall exercise any control over or interference with the selection of any representatives of the other party. All meetings between the parties shall be regularly scheduled at a time mutually convenient. Any Agreement so negotiated shall apply to all personnel included in the unit as defined in Article I, shall be reduced to writing, submitted to the respective memberships of the Association and the Board for ratification, and, upon final ratification, signed by the appropriate officials of the Association and the Board.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A grievance is a claim by an employee, group of employees or Association in the bargaining unit based upon the interpretation of this Agreement, Board policies or administrative decisions affecting terms and conditions of employment of an employee or group of employees in the bargaining unit.

2. Grievant(s)

A grievant(s) is the employee, employees or Association making the claim.

B. Purpose:

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

C. Procedure:

1. 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 in writing by mutual agreement. The running of all time limits set forth in this Article shall be suspended during any school vacation periods, holidays, recesses, emergency closing days or other school closings.

2. Year End Grievances

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, if left unresolved until the beginning of the next school year, could result in irreparable harm to the grievant(s) the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or at a mutually determined time thereafter.

3. Level One - Principal or Immediate Supervisor

A grievant(s) shall first discuss it with his/her immediate supervisor within thirty (30) calendar days of the time that the grievant(s) knows or should have known of its occurrence, either directly or through a grievant's representative with the objective of resolving the matter informally.

4. Level Two

If the grievant(s) is not satisfied with the results at Level One or if no decision has been rendered, the grievant(s) may submit the grievance to his/her immediate supervisor in writing, using the prescribed form within ten (10) calendar days following the disposition at Level One.

5. Level Three - Superintendent

If the grievant(s) is not satisfied with the disposition of his/her/their grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the written submission on the grievance he/she/they may file the grievance in writing with the Superintendent within ten (10) calendar days after the grievance was presented, whichever is sooner.

6. Level Four

If the grievant(s) is not satisfied with the disposition of his/her/their grievance at Level Three, or if no reason has been received within twenty (20) calendar days after the Superintendent's receipt of the grievance, then the grievant may inform the Board Secretary in writing within ten (10) calendar days from the receipt of the Superintendent's reply to the grievance or within ten (10) calendar days from the expiration of the time for such reply, whichever occurs first, that the grievant wishes a hearing with the Board Personnel Committee. Unless a hearing is waived by mutual agreement, the Board Personnel Committee shall schedule a hearing within thirty (30) calendar days of the receipt of the appeal. The Board shall render its decision within ten (10) calendar days after the first Board meeting which follows the hearing by the Board Personnel Committee. The Board's decision shall be final and binding on all parties for any claim by an employee or group of employees based upon the interpretation of Board policy and/or written administrative procedures.

7. Level Five - Arbitration

- a. If the grievant(s) is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within ten (10) calendar days after the first Board meeting next following the Board Personnel Committee's hearing, and the claim by the employee or group of employees is based upon the interpretation of this Agreement, the grievant(s) may within ten (10) calendar days thereafter request in writing that the Association submit the grievance to arbitration. The Association, if it determines to submit the grievance to arbitration, shall do so within twenty (20) calendar days following receipt of the grievant's request.
- b. If the Association decides to submit the grievance to arbitration it shall so notify the Board Secretary in writing.
- c. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of

the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall be advisory only. The arbitrator shall be limited to the issues submitted and shall consider nothing else.

- d. The arbitrator is prohibited from adding to or subtracting from the terms of this agreement between the parties.

ARTICLE V

WORK DAY/YEAR

- A. The work year for full-time 12 month administrators/supervisors shall be from July 1 to June 30.
- B. Vacation is earned as of July 1, for those employees employed prior to July 1. Employees employed after July 1, will receive a pro-rated number of vacation days. When an employee leaves prior to completion of his/her contract they shall receive the number of earned vacation days commensurate with the time employed.
- C. During a twelve (12) month contract, the listed Administrators are entitled to the number of vacation days as follows:
 - 1. The Principal and Director of Adult Education shall be entitled to twenty (20) working days vacation during the terms of a twelve month contract. These administrators shall receive one (1) additional vacation day per year beginning with his/her sixth (6th) year through the fifteenth (15th) year of employment for a total of thirty (30) vacation days. As an option, the above named Administrators may receive a cash payment for up to ten (10) of the carry over vacation days equal to his/her daily rate the year the vacation days are earned.
 - 2. The Director of Student Personnel Services, District Grants Administrator and Supervisors of Instruction / Technology, Curriculum and Instruction, LPN, Adult Education and Discipline and Student Activities shall be entitled to twenty (20) working days vacation during the term of a 12-month contract. Supervisors shall receive one (1) additional day beginning with his/her 6th year through 15th year of employment for a total of 30 vacation days.

Supervisors will have the option to receive a cash payment for vacation days accumulated. Each year worked from years one to five will produce one day cash-out with a maximum of 5 days after five (5) years.

Beginning with the 21st year, the maximum number of days eligible for cash payment are up to ten (10) days equal to his/her rate the year the vacation days are earned.

3. Administrators/Supervisors may request to carry over to the next contract year up to one-half of earned but unused vacation days from the previous year with the approval of the Superintendent.

D. Paid holidays - all twelve (12) month Administrators will be entitled to twelve (12) paid holidays each year. The same will be designated by the Superintendent separately for each year and will be the same as the Board approved calendar. Said holidays are as follows:

- | | |
|--------------------|---------------------------------|
| 1. New Years Day | 7. Columbus Day |
| 2. President's Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Day following Thanksgiving |
| 4. Memorial Day | 10. Christmas Eve |
| 5. Fourth of July | 11. Christmas Day |
| 6. Labor Days | 12. Martin Luther King, Jr. Day |

When Christmas Eve and Christmas Day fall on a Saturday and Sunday, employees shall have the previous Friday and following Monday off with pay.

When Christmas Eve falls on a Sunday, employees shall have the previous Friday off with pay.

When Christmas Day falls on a Saturday, employees shall have the following Monday off with pay.

When New Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Day falls on a Sunday, employees shall have the following Monday off with pay.

E. The work week for full-time administrators/ supervisors/coordinators shall be a minimum of forty (40) hours per week. Employees in these categories shall be available and on duty within his/her area of responsibility during the working day unless he/she is off-campus with permission of his/her immediate supervisor and/or superintendent.

F. Reporting time and termination of the working day for administrators/supervisors/ coordinators shall be established pursuant to the reasonable determination of the Superintendent. This also applies to school vacations, i.e., Christmas, Easter, summer.

G. 1. On snow days, when school is closed, or in other emergencies except when the governor declares a state of emergency, all administrators/supervisor/coordinators are required to report unless otherwise notified by the Superintendent. Failure to report for work on these days without good cause and for failure to communicate with the Superintendent without good cause will result in the forfeiture of a sick day,

vacation day or personal day unless none of these days is available under which circumstances the employee will incur the loss of a day's pay.

2. When school is closed for emergency dismissal due to inclement weather (or any other act of nature), all Administrators are released thirty (30) minutes after all teaching staff and when all students have left the campus.
3. On delayed opening days due to inclement weather or other emergencies, administrators shall be required to arrive one (1) hour before the starting time for students.

H. Early Dismissal:

1. Before the Thanksgiving, Christmas and Easter Holidays, all Administrators will be released thirty (30) minutes after all teaching staff depart and when all students have left the campus.
2. When Christmas and New Years falls on Saturday, employees would have Friday off with pay. When Christmas and New Years falls on a Sunday, employees would have Monday off with pay.

I. Mileage:

1. Personnel will be reimbursed for travel other than that specified in their employment contract only when authorized by the superintendent. Reimbursement rates for standard expenses shall be at the current IRS rate per mile.

J. Grants Administrator

1. Both parties to this agreement shall endeavor to establish criteria and mutual responsibilities in the Administration of funded grants.

K. P.S.A. Days:

Members of the Association are permitted to attend the two P.S.A. days in accordance with N.J.A.S.

- L. Because of the advantage derived from employees being active members in professional organizations, the Board of Education shall pay local and state P.S.A. membership dues.

- M.. Beginning with the first Friday in July through the last Friday prior to Labor Day, all MCVTS/PSA members shall work Fridays from 8 A.M. to 12 P.M. Noon. The four remaining hours on Fridays during the summer schedule shall not be charged as a half day of vacation, sick or personal leave unless the individual requests or calls in one of the

aforementioned days under which circumstances the individual shall be charged accordingly for an entire day.

ARTICLE VI

SICK LEAVE

- A. All regularly employed twelve (12) month Administrators/Supervisors/Coordinators shall be entitled to thirteen (13) days sick leave per year with full pay. Any Administrator/Supervisor employed for less than twelve (12) months shall receive a prorated number of sick days in accordance with the length of his/her contract.
- B. Sick leave is defined as absence from post or duty because of personal disability due to illness or injury, because of exclusion from school by medical authorities on account of contagious disease, or being quarantined for such a disease in the immediate household.
- C. All unused days shall be accumulating year to year. All sick days are earned as of July 1 of each contract year for twelve (12) month Administrators/Supervisors/Coordinators. Those employed for less than twelve (12) months shall earn sick days beginning with the first month of employment.
- D. In the case of sick leave claimed, the Board of Education may require through the Superintendent a physician's certificate to be filed with the Secretary of the Board of Education. If the personal illness exceeds the amount of accumulated sick leave, the Board may grant additional sick leave.
- E. No sick leave days heretofore accumulated shall be eliminated but shall remain in effect.
- F. Upon retirement from the district or in the event of death, employees with ten (10) or more years of continuous service in the school district will receive (or their beneficiary) a sum of money equal to one-half of their accumulated but unused sick days based on their current salary rate upon date of retirement, said sum not to exceed \$9,000 for each of the first two years of the contract and \$10,000 in the third and final year of the contract. Deferred retirement shall not be eligible for this payment. Employees qualifying for payment under this provision shall notify the Board of their intent to retire by December 1st of the school year preceding the school year in which they will retire. In cases of emergency where this prior notification is not possible, employees will receive their monetary entitlement as soon as possible with the next ensuing school year following retirement. The intent of the foregoing is to allow the Board to plan and provide for the payment in its next ensuing school budget.
- G. In the event school is cancelled due to inclement weather or other emergencies, employees who have applied in advance for personal leave or "sick" day or vacation day will not be charged with it.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Personal Absence:

1. Administrators shall be allowed up to three (3) personal days with pay for the discharge of important personal matters, family business, legal or household matters or other personal emergencies that cannot be handled during non-school hours. Personal days must be approved by the Superintendent. Application shall be made at least ninety-six (96) hours before taking such personal leave (except) in the case of extreme emergencies. Absence for personal reasons beyond three days of any such leave must be approved by the Superintendent. All personal day requests shall be considered, acted upon and returned to the employee within ninety-six (96) hours following receipt by the Superintendent.
2. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent.

B. Illness in the Immediate Family:

1. One (1) day per year shall be granted for illness in the immediate family. The term immediate family shall be interpreted as wife, husband, father, mother, son, daughter, stepson, step-daughter.

C. Death in the Immediate Family:

1. Said employee shall be entitled to four (4) consecutive days with pay to arrange for and attend funeral services. Upon request and good cause shown, an employee may be granted up to one (1) additional day at the sole discretion of the Superintendent.
2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and any person living in the same household.
3. In the case of death of a brother-in-law or sister-in-law, an employee shall be entitled to one (1) day with pay to attend funeral services.

D. Maternity:

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

1. Maternity leave shall commence on the date requested by the employee to the extent practical.
2. Any employee intending to apply for maternity leave shall advise the Superintendent and request maternity leave at least sixty (60) days prior to the intended commencement of the leave.
3. Any employee granted maternity leave without pay according to the provisions of this section may during the period of disability elect to use any or all of her accumulated sick leave.
4. The employee shall notify the Superintendent of her intention to return to work as nearly as possible at least sixty (60) days prior to the date intended to return, or as soon thereafter as possible.
5. Any tenured administrator granted maternity leave shall at her request be restored to a position within her certification.
6. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue. Should the Board disagree with her physician's conclusion, the Board may refer her to the school's Medical Director for an examination. In the event the school's Medical Director does not agree with the employee's physician, then said physicians shall confer for the purpose of resolving the disagreement. Except for good reason, the Board shall not require the administrator to produce such a certificate (updated) more than once every thirty (30) calendar days.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of an administrator under tenure for an additional academic school year for such employee.
8. Time spent on unpaid leaves of absence shall not count toward salary guide placement, experience, seniority, sick leave accumulation, etc.

E. Adoption:

Any employee adopting an infant child shall receive similar leave as above which shall commence upon receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

- F. Other extended leaves of absence may be granted by the Board, in its sole discretion, as provided in Board Policy.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. (References to “Board” in this article shall include “Superintendent”)

B. Family Leave:

The Board shall grant family leave without pay to any employee upon request subject to the following stipulations and limitations.

1. The Board shall grant family leave to an employee in the event of a serious health condition of a spouse, child, parent, in-law, the employee, birth or placement for adoption or foster care of a child. (Entitlement to leave for the birth or placement of a child must begin within one year of the birth or placement of the child.)
2. In order to be eligible for leave, the employees must have been employed for at least twelve (12) months with the district and worked for not less than one-thousand (1000) hours during the immediately preceding twelve (12) month period.
3. The unpaid leave to which an eligible employee is entitled is a total of twelve (12) weeks in any twelve (12) month period.
4. Eligible employees must provide thirty (30) days advance notice of all foreseeable necessary leave and fifteen (15) days notice of necessary leave for a serious health condition. In the event of an emergency no prior notice is required. Notice pursuant to this provision shall mean written notice, which notice shall contain a signed Certification from the eligible employee attesting to the reasons for the leave. Leave shall commence on the date requested, to the extent practical.
5. Any employee granted leave without pay pursuant to this Article may, during the period of such leave, elect to use any or all accumulated sick leave.
6. The Board shall continue the group health insurance of the eligible employee as well as such other benefits that the employer maintains for employees on temporary leave. In the event the eligible employee should fail to return to work after expiration of the leave, the Board may recover the cost of health insurance premiums paid during such leave unless the reason for not returning is due to the continuation of the serious health condition or another sufficient reason beyond the employee’s control.
7. No leave may be taken by an eligible employee for less than one workday. The employee shall make reasonable efforts not to unduly disrupt the Board’s operations when electing leave pursuant to the foregoing provisions.

8. In the event the eligible employee was unable to specify the amount of leave desired in the notice to the employer, the employee shall notify the Superintendent of the intention to return to work as soon as practical. In the case of maternity leave, such notice shall be sixty (60) days prior to the date intended for return.
9. In appropriate cases, the Board may require Certification from the health care provider for the employee that the employee is fit for return to duty.
10. All leaves of absence granted hereafter shall be unpaid and the time spent on such leave shall not count toward salary placement, experience, seniority, sick leave accumulation, etc.
11. Upon the conclusion of leave granted pursuant to this Article, the employee shall be restored to his or her position within his or her Certification.

C. Additional Provisions Applicable to Maternity Leave:

See Article VII – D, E and F.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board shall provide for each employee in the unit hospitalization and medical-surgical insurance as listed below, or its equivalent:

New Jersey State Health Benefits Plan
- B. Insurance as provided in Paragraph A above shall commence at the first regular insurance enrollment period following the employee's appointment.
- C. The Board may substitute other insurance carriers so long as the insurance coverage is equivalent to or better than those being provided. The Association shall be given adequate notice prior to any such substitution together with all available information relevant to the proposed change.
- D. The Board shall continue to maintain an employee Dental Plan. The sum of \$989.16 per employee will be expended for the full family dental program for each year of the contract. The total premium cost to the board for each year of this three year agreement shall not exceed \$989.16 per employee for each year.
- E. Board will offer payroll deductions to pay disability insurance premium authorized by the Association Membership.

ARTICLE X

REIMBURSEMENT ELIGIBILITY

TUITION REIMBURSEMENT - ADMINISTRATORS/SUPERVISORS

A. PROFESSIONAL GROWTH

Administrators/Supervisors/Coordinators who are recognized as full-time employees are eligible for course reimbursement of tuition and fees for courses taken at accredited colleges and universities in accordance with the following maximum amounts.

All MCVTS/PSA Members: \$350.00 Per Credit Hour

B. Only graduate courses which meet the criteria listed below will be reimbursed by the Board of Education:

1. Approval in advance by the Superintendent.
2. Graduate courses not required by the state for certification in the position held by the staff member as waived by the Board upon recommendation of the Superintendent.
3. Course is related to the Administrators/Supervisors/Coordinators assignment in the district as determined by the Superintendent.
4. Payment for previously approved coursework shall be made via purchase order by the Board of Education directly to the college or university upon verification of enrollment in the course. It shall be incumbent upon the administrator to provide such verification in a timely fashion prior to the initiation of coursework. If the institution will not accept a purchase order, the employee will be responsible for payment. Reimbursement will then be made within sixty (60) days upon receipt of successful completion of the course.
5. Each Administrator/Supervisor shall be limited to a maximum of twelve (12) credits per year.

C. Certificate courses are eligible for reimbursement that meet the following criteria:

1. Approval in advance by the Superintendent.
2. Each 15 clock hours equals one graduate credit.
Certification of time and course outline must be submitted.
3. Reimbursement shall be made no later than sixty (60) days subsequent to submission of Certificate.
4. In the event an administrator fails to attain a final grade of B or better or

otherwise does not successfully complete a course paid for by the Board, said administrator shall be responsible for reimbursement in full to the Board within thirty (30) days of receipt of course grade. If reimbursement is not made to the Board within thirty (30) days, the full amount of the course will be taken from the employee's paycheck in two (2) equal installments.

ARTICLE XI

VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. The Board agrees through the Superintendent to publicize all professional vacancies and promotional opportunities. When school is in session, a notice shall be posted on the Board Office bulletin board located in the main corridor next to the Board Office and on appropriate bulletin boards in each building. During summer months, the Superintendent will communicate the existence of any vacancies to all members of the Association in writing. Employees who desire to apply for such vacancies or promotional opportunities shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge in writing all such applications.
- B. The notices of such vacancies shall clearly set forth the title of position, qualifications and duties of the position and salary range if established.
- C. All qualified and certified employees shall be given adequate opportunity to make application.

ARTICLE XII

PRIVILEGES OF THE ASSOCIATION

- A. The Board agrees to make available to the Association, upon request, all information that is available to the public.
- B. Upon an Administrator's approval, any representative of the Association or any employee required to participate during working hours in a grievance proceeding shall suffer no loss in pay or time.
- C. The Association and its representatives may have the use of school facilities not being used for instructional purpose, upon reasonable notice, for meetings. Request for such facilities shall be decided by the Superintendent.
- D. The Association may have the use of school office equipment including computers and peripherals, calculating machines, and other types of audio-visual equipment when such equipment is not otherwise in use. Such use shall be cleared through the Superintendent and the Association will provide the necessary materials and supplies associated therewith.

E. The Association shall have the use of a bulletin board in the faculty lounge, for which approval is not required. All material to be posted on the bulletin board must be signed by the Association President or Vice President as "Association Material". The Association shall have the right to use inter-school mail facilities and school mail boxes for Association related items. It is specifically understood that the utilization of the bulletin board and inter-school mail boxes shall not include items of a political nature.

F. Criticism of Employees:

Any questions and/or criticism by a Superior of an Administrator/Supervisor/Coordinator's methodology or actions shall occur within the district's informal and formal observation and evaluation procedure. Such questions and/or criticism shall be constructive and shall not take place in the presence of any other person unless the employee requests representation.

G. Association Identification:

No employee shall be prevented from wearing official pins or other suitable identification or membership in the Association or its affiliates.

ARTICLE XIII

DEDUCTIONS FROM SALARY

A. Dues:

The Board agrees not to deduct local and affiliated Association dues from the salaries of employees.

B. Savings Bonds/Tax Sheltered Annuity:

The Association has requested and the Board has agreed that upon authorization by an employee the Board will implement deductions for a Tax Sheltered Annuity Program and/or Savings Bond.

The Association will furnish a list of five Tax Shelter Annuity vendors from which the participating employee shall designate the authorized deductions.

C. Representation Fees

1. If an employee who is represented by the Association does not become a member of the Association during any membership year 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.

2. 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, and the representation fee to be paid by non-members. The representation fee to be paid by non-members shall not exceed the maximum percentage of regular membership dues, fees and assessments as allowed by N.J.S.A.34:13A-5.5b., and the Association will certify that fact to the Board prior to the start of each membership year.

3. Deduction and Transmission of Fee:

a. 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 December 1 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.

b. Payroll Deduction Schedule:

The Board will deduct from the salaries of the employees referred to in Section 3.a. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January. Before any deductions are made, the Association will first establish a demand and return system in compliance with N.J.S.A. 34:13-A--5.5.c. and will notify the Board in writing that it has done so.

c. Termination of Employment:

If an employee who is required to pay a representation fee terminates his or her 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 paycheck paid and said employee during the membership year in question.

d. 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 pursuant to N.J.S.A.52:14-15.9.e.

e. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 3.a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f. 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 30 day period, together with their job titles. The Board will also notify the Association of any change in the employment status of an employee regarding retirement, resignation, separation from employment, death.

g. Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any claims or liability which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article. The Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek indemnification.

h. Board's Responsibility

The Board will endeavor to comply with its responsibilities under this Article, but the Board shall not be liable to the Association for any deductions which it fails to make.

ARTICLE XIV

PHYSICAL EXAMINATIONS

- A. All new employees prior to their employment shall be examined to determine their fitness to perform the task assigned. The examination will be given by the school Medical Inspector at Board expense.
- B. All employees shall undergo the State-prescribed test for tuberculosis which shall be administered by the school nurse. X-ray tests shall be required of positive reactors only.

- C. Reimbursement of \$150.00 for annual physicals for any medical expenses associated with said physical not covered by the employee's medical insurance plan.

ARTICLE XV
LONGEVITY

- A. Payroll:

All Administrative personnel shall be paid in accordance with the established payroll system.

- B. Longevity:

Longevity is defined as total years of service to the Morris County Vocational-Technical School District. Longevity shall be paid during the:

10 – 14 years.....	\$1,300.00
15 - 19 years.....	\$2,200.00
20 - 24 years.....	\$3,300.00
25 - 30 years.....	\$4,400.00

- C. Any negotiated percentage and / or dollar increase following this contract term shall be calculated against base salary, exclusive of longevity, and is stand-alone, add-on compensation to qualifying Association members.

ARTICLE XVI

ADMINISTRATORS RIGHTS

- A. Whenever any administrator is required to appear before the Superintendent or his/her designee, the Board or any committee, representative or agent thereof concerning the continuation of that administrator in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview.
- B. Administrators covered by this Agreement shall provide the Board of Education with notice of at least sixty (60) calendar days notice prior to the effective date of any resignation and 120 days notice for retirement.
- C. Legal Counsel The Board of Education agrees that whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such administrator, the Board shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any

financial loss resulting therefrom in accordance with present law or subsequent amendments of such law.

The Board will maintain appropriate insurance to cover all such damages, losses or expenses and said insurance company will provide legal counsel for said administrators.

In the event that the Board takes the position that an administrator's action complained of was outside the scope of his authority or beyond the course of the performance of his duties, the administrator will provide his own defense, but in the event it is legally determined that his actions were within the scope of his/her authority, s/he shall be reimbursed for the costs of his/her defense.

D. Complaint Procedure

Complaints regarding an administrator made to any member of the administration or Board by any parent, student, teacher or other person which may influence evaluation of an administrator shall not be placed in his personnel file unless the administrator has had an opportunity to review such material. He shall affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein. The Administrator shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent or his designee and shall be attached to the file copy.

E. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents or representatives against any of the Administrators covered under this agreement because of any lawful activities by such Administrators on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any Administrators covered under this agreement who are not members of the Association.

F. As professional people, administrators, in the best interests of the school system and the students whom they serve, may wish to perform beyond the minimal requirements of their employment agreement. The Association agrees to encourage such voluntary performance and not to interfere with or discourage such performance by any administrator or group of administrators.

ARTICLE XVII

NOTIFICATION OF STATUS

A. On or before April 30th of each year or that date set by statute, if later, the Board shall give to each non-tenured administrator continuously employed since the preceding September 30th either:

1. A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice, or

2. A written notice that such employment shall not be offered.
3. If the non-tenured administrator desires to accept such employment, he/she shall notify the Board of such acceptance in writing within ten (10) days after receipt of such offer.
4. Any non-tenured administrator who receives a notice of non-employment may within fifteen (15) working days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statements shall be given to the administrator in writing within thirty (30) working days after receipt of such request.
5. Any non-tenured Administrator who has received such notice of non-employment and statement of reasons shall be entitled to request, in writing, a conference meeting with the Board which request must be made within ten (10) working days after receipt by the Administrator of the statement of reasons. The Board shall schedule said conference within thirty (30) days from the receipt of the Board's statement of reasons by the Administrator. If the Board grants such request, it shall so notify the Administrator who shall have the right to be accompanied to the conference by one (1) representative of the Association. The Board shall notify the Administrator of its decision within three (3) working days after such conference.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Copies of this signed agreement shall be given to all employees covered under the contract by the Board Secretary.
- B. Separability - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is decided to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- D. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

SALARY GUIDE(S)

- A. Salaries of Administrators/Supervisors/Coordinators in this bargaining unit for the school years covered by this Agreement are set at:

Year 1 - (2003/2004): 5.5% added to the previous year's base salary.

Director of Adult Education
District Grants Administrator
Supervisor of Curriculum and Instruction
Supervisor of Instruction / LPN
Supervisor of Instruction / Technology

Director of Student Personnel Services (5.5% of 02-03 salary + \$1,000 added to base salary in recognition of new title)

For the position of Supervisor of Adult Education a salary adjustment shall be made over the duration of the contract as per the attached salary schedule.

Year 2 - (2004/2005): 5.5% added to the previous year's base salary.

All members including Principal and Supervisor of Discipline & Student Activities but excluding the Supervisor of Adult Education whose salary for 2004-2005 shall be set as per the attached salary schedule.

Year 3 - (2005/2006): 6.0% added to the previous year's base salary.

All members including Principal and Supervisor of Discipline & Student Activities but excluding the Supervisor of Adult Education whose salary for 2004-2005 shall be set as per the attached salary schedule.

- B. \$1,000 will be added to the base salary, as a one-time addition, of any administrator awarded an earned doctoral degree from an accredited university.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2003 and shall continue in force and effect until June 30, 2006.

- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested and sealed by their respective secretaries, all on the day and year first above written.

MORRIS COUNTY VOCATIONAL-
SCHOOL DISTRICT ADMINISTRATIVE
ASSOCIATION, INC.

MORRIS COUNTY VOCATIONAL
SCHOOL DISTRICT BOARD OF ED.

BY _____
President

BY _____
President

ATTEST:

ATTEST:

BY _____
Secretary

BY _____
Secretary

CONTRACTUAL AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT
IN THE COUNTY OF MORRIS, NEW JERSEY**

AND

**MORRIS COUNTY VOCATIONAL SCHOOL DISTRICT
ADMINISTRATIVE ASSOCIATION, INC.**

JULY 1, 2003 – JUNE 30, 2006