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**PREAMBLE**

**THIS AGREEMENT entered into this 23rd day of April, 2007 by and between the VOCATIONAL BOARD OF EDUCATION OF THE COUNTY OF ATLANTIC, THE STATE OF NEW JERSEY, hereinafter called the "Board", and the ATLANTIC COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION hereinafter called the "Association" which will expire on June 30, 2009.**

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full and part-time certified personnel and non-certified personnel in titles currently established by the district with the exception of the following positions:

EXCLUSIONS: Data Processing Manager, Public Information Officer, Principals, Assistant Principals, Administrative Assistant to the Superintendent, Secretary to the Board Secretary/Business Administrator, Administrative Secretary to the Superintendent, Administrative Secretary to the Board Secretary/Business Administrator, Director Maintenance/Custodial, Director Property Services, Director Student Personnel Services, Coordinator Data/Word Processing, Confidential Secretary to the Principal, Technology Coordinator, twilight and evening school personnel and other certificated administrative staff members.

- B. Temporary employees in non-Board programs such as JTPA, WIN, and PIC who are employed for a period not to exceed 27 weeks are not covered by this Agreement.
- C. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission by the moving party for the resolution of the dispute.
- D. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.
- E. Definitions
- a. Employee – all bargaining unit members
  - b. Teacher (Teaching Staff Member) – certificated staff members
  - c. Support Staff Member – non-certificated staff members

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning member employment. Negotiations shall begin in compliance with P.E.R.C. regulations. Any Agreement so negotiated shall apply to all employees in this negotiating unit; shall be reduced in writing; shall be submitted for adoption; shall be signed by the Board and the Association. The Board and the Association retain the right to ratify or reject any tentative agreement reached by their negotiating committees within 28 calendar days.

B. UNDERSTANDING ON MATTERS OF NEGOTIATION

This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. MODIFICATION

This Agreement may not be modified wholly or in part at any time by the parties except by an instrument in writing duly executed by both parties.

D. NEGOTIATING TEAM AUTHORITY

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 given all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations.

E. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

F. The Board agrees to furnish to the Association or its representative information when requested in a timely fashion.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

The Association hereby covenants and agrees that during the term of this agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any of its members taking part in any strike.

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. INFORMATION

The Board agrees to furnish to the Association President copies of the Board Minutes of the public Board meetings and access to all public documents referred to therein, within two school days of Board of Education approval of minutes. Notice of approval to be sent to Association President.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association participates during working hours in negotiations or grievance proceedings, with the consent of the Superintendent, he/she shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at times that will not interfere with school activities or programs. Written request for use of school building shall be made to the Principal twenty four (24) hours in advance of the time of such meetings and the Principal shall assign the place of such meetings.

D. ASSOCIATION RIGHTS

Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior approval of the Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.

E. USE OF SCHOOL MAIL

The Association shall have the right to use intra-school mail facilities and school mailboxes provided such use does not violate U.S. Postal regulations as interpreted by the courts.

F. BULLETIN BOARDS

The Association shall have a bulletin board in faculty lounge(s) or mutually agreed upon areas. The Association will also be assigned, by the Principal, space on the bulletin board in the General Office for Association notices.

G. USE OF SCHOOL EQUIPMENT

Qualified operators only of this unit shall have the right to use school facilities and equipment, including only duplicating equipment, calculating machines, audio-visual equipment, mailboxes, bulletin boards and telephones for local, non-toll calls. In addition, qualified operators only of this unit upon specific authorization by the Principal or his designated representative may use offset press and ancillary machines, dark room equipment, computer and the public address system at times and places designated by the Principal when such is not otherwise in use. The Association agrees to pay for supplies and be liable for any damage to equipment. All equipment shall be used on school premises.

H. ORIENTATION PROGRAMS

During the orientation meetings at the beginning of the school year, the Association if it so requests in writing, shall be provided with a reasonable period of time at a time mutually agreeable to the Association and the Principal, for Association business.

I. RELEASED TIME FOR ASSOCIATION PRESIDENT

The Board shall provide up to three (3) hours per week of released time to the Association President or his/her designee to perform his/her function as Association President in enforcement of this Agreement. The identity of the designee shall be given to the Superintendent at the beginning of the school year. The Association President shall notify the Administration in advance of his/her intention to utilize this time. Class coverage will be the financial responsibility of the Association.

J. Nothing contained in this Agreement shall be construed to limit or restrict the Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Board or its representatives.

## ARTICLE V

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
  
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under NJSA 18:A, School Laws of New Jersey or any other national, state, county, district or local law or regulation as they pertain to education.

ARTICLE VI

EMPLOYEE RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she 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.

B. JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to Grievance procedure herein set forth.

C. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before any administrator or supervisor, board or any committee, member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice in writing of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.

E. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, and providing said activities do not interfere with the orderly operation of the school.

F. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or Board member of a teacher or his instructional methodology, or of any other employee, shall be made in confidence and not in the presence of students, parents, or other public gatherings without justifiable substantive reasons.

G. INSURANCE FOR PERSONAL PROPERTY

The Board of Education shall provide insurance coverage for personal property of employees brought onto the premises with the prior written approval of the Superintendent. The Board's liability for personal property shall not exceed \$1,000 unless previously approved in writing by the Superintendent. Motor vehicles are not considered personal property under this provision and are exempt from coverage.

H. EVALUATION OF STUDENTS

If a student's grade, determined by the teacher, is changed by a school administrator or the Board of Education, that teacher shall be so notified immediately. In addition, the teacher shall have the right to submit in writing his/her objection to said change. This objection shall be placed in the teacher's file.

## ARTICLE VII

### GRIEVANCE PROCEDURE - PROFESSIONAL AND SUPPORTIVE STAFF

#### A. DEFINITIONS

##### 1. GRIEVANCE

A grievance is a claim or complaint by a recognized member of the Association identified under article I, based upon an alleged misinterpretation or misapplication of this Agreement, administrative decision, or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenured employees will not be a subject of a grievance.

##### 2. GRIEVANT

A grievant is a person or persons or the Association making a claim.

##### 3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

#### B. PURPOSE

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

#### 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. Parties may agree whenever practicable to expedite grievances filed during the last 30 days of the school year.

2. LEVEL 1

An employee with a grievance shall first discuss it with his/her administrator within twenty-three (23) working days of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he/she shall set forth his/her complaint in writing within 5 working days to the administrator. Said administrator shall communicate his/her decision to the aggrieved party in writing within seven (7) working days of the receipt of the written complaint.

3. LEVEL 2

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within seven (7) working days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the Superintendent within seven (7) working days thereafter. The Superintendent will attempt to resolve the grievance as expeditiously as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decisions in writing, along with supporting reasons, to the aggrieved party and the Principal.

4. LEVEL 3

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been reached within ten (10) working days, within fifteen (15) working days thereafter the grievance may be referred to the Board of Education, in writing, through its Secretary, for further consideration. The Board shall review the case and shall hold an informal hearing with the grievant. If no satisfaction by mutual agreement is realized within forty (40) days after the grievance is initially filed with the Board, the grievance, within twelve (12) working days, may be submitted to arbitration by the written request of the Association. Copies of such request shall be sent to all parties in interest.

5. LEVEL 4

a. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator

- b. The arbitrator so selected shall issue his/her decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact and law, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only with respect to grievances concerning the express written terms of this agreement. The decision of the arbitrator in all other matters shall be advisory.
- c. The fees and expenses of the arbitrator shall be shared by the Board and the Association.

D. RIGHTS TO REPRESENTATION

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, his/her designee, the Association or any combination thereof.
- 2. No reprisals of any kind shall be taken by the Board, any member of the Administration, the Association or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

A grievance arising on the same factual situation, affecting more than a single individual may be entered at the lowest possible level that has authority to resolve the grievance.

2. SEPARATE GRIEVANCE FILE

Except for the final decision of disposition of the grievance, 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.

3. MEETINGS

All meetings under this procedure shall not be conducted in public and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

F. ADMINISTRATIVE DIRECTIONS AND REGULATIONS

It is the responsibility of personnel covered by Article I, Recognition, to carry out administrative directions and regulations required by Board policy, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VII, if it is felt that any such regulation is in conflict with the express terms of this agreement.

G. FLOW CHART OF GRIEVANCE PROCEDURE

<u>STEP</u>	<u>TIME</u>	<u>APPEALED TO</u>
1.	Discussion	Grievance Committee
2.	<u>LEVEL ONE</u> Not Resolved Response	Supervisor/ Administrator
3.	<u>LEVEL TWO</u> Response	Superintendent
4.	<u>LEVEL THREE</u> Response Not Resolved	Board of Education  All parties in interest
5.	<u>LEVEL FOUR</u> 10 working days To agree upon arbitrator	Board and Association

ARTICLE VIII

COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration or Board of Education by any parent, student, or other person, which are used in any manner to evaluate an employee shall be promptly investigated and called to the attention of the employee if allowed by law. The employee shall be given an opportunity to respond and/or rebut such complaint, and shall have the right to be represented by the Association at any meeting or conference regarding such complaint that could result in disciplinary action.

## ARTICLE IX

### PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Should any such condition exist or arise following any disorders or disruptions in the regular school program, the Safety Committee shall meet with the Superintendent as soon as possible, under the circumstances, to develop mutually acceptable programs to guarantee the safety of students, employees, and property.

The principal, school nurse, and employee will mutually determine the appropriate response to emergent conditions of concern.

B. **REPORTING ASSAULTS**

1. **PRINCIPAL OR IMMEDIATE SUPERIOR**

Employees shall immediately report in writing cases of assault suffered by them in connection with their employment to their Principal or immediate superior.

- C. If the Board of Education requires that a staff member receive Hepatitis inoculations, the Board shall pay for the costs of such inoculations.

ARTICLE X

TEACHER WORK YEAR AND HOURS

- A. The work year for ten (10) month certified personnel, exclusive of NJEA Convention days, shall not exceed a total of 186 days, with the staff being dismissed one (1) day after the students' last day.
- B. The normal work week shall consist of thirty-six and one quarter (36 1/4) hours including lunch time.
- C. **INCLEMENT WEATHER**
- Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- D. **POSTING OF CALENDAR**
- The calendar for the ensuing year will be posted and included in the staff manual.
- E. **SIGN-IN PROCEDURES**
1. Teachers shall indicate their presence for and absence from duty by setting forth the time of arrival and departure in the appropriate column on the employee "sign-in/sign-out" sheet. Weekly schedules and/or deviations are to be cleared with an administrator.
  2. Teachers shall sign in no later than ten minutes before pupils' day begins, and shall be at their assigned station immediately thereafter.
- F. **ARRIVAL AND DEPARTURE TIMES DURING THE SCHOOL DAY**
1. Teachers may leave the school grounds during their scheduled duty free lunch periods if they sign out.
  2. All arrival and departure times during the day shall be noted in the proper record sign-in/sign-out sheet. Weekly schedules and/or deviations shall be cleared with an administrator.

G. TEACHER DAY

1. The teacher's school day shall not exceed seven and one quarter (7 1/4) hours including lunch time. The maximum pupil contact time shall be six (6) hours per day.
2. Professional staff members shall be paid at the rate of \$30.00 per hour for the 2006/2007 school year, \$31.00 for the 2007/2008 school year and \$32.00 for the 2008/2009 school year for all classes/programs taught beyond the regular 7 1/4 hour day and/or the contractual school year.

Professional staff members shall be paid at the rate of \$22.00 per hour for hours worked not directly related to the educational process.

Said hours must be approved in advance by the Superintendent.

3. Compensation provided for in G(2) above shall not apply to Certification Night, Open House, or Board Meetings.

H. LUNCH AND BREAK PERIODS

1. Teachers shall have a daily duty free uninterrupted lunch period of at least thirty-five (35) minutes which will be part of the work day.

I. FACULTY MEETINGS

1. Faculty or staff meetings shall, except in an emergency, be limited to ten (10) per year, shall not exceed one (1) hour in duration, and shall be scheduled on seven (7) days notice.

ARTICLE XI

SUPPORTIVE STAFF - WORK YEAR AND DAY

A. WORK YEAR

1. The work year for ten (10) month personnel excluding the NJEA Convention days, shall not exceed a total of 186 days with the last workday being one (1) day after the student's last day.
2. A maximum of two (2) custodial or maintenance employees may request permission from the Superintendent to attend the convention of the New Jersey Education Association. Attendance shall be limited to one (1) day and the employee must present verification of attendance to the Superintendent upon his/her return to work. Requests shall be granted on a first come, first served basis.

B. The workday shall consist of eight (8) hours inclusive of a thirty (30) minute lunch break.

C. All support staff personnel shall receive two (2) fifteen (15) minute breaks per day. Abuse of this privilege may result in disciplinary action to the individual.

## ARTICLE XII

### OVERTIME - SUPPORTIVE STAFF

- A. All supportive staff employees of the bargaining unit shall receive overtime in the amount of one and one-half (1 1/2) times their base rate of pay for each hour worked in excess of eight (8) hours in any one day or of forty (40) hours in one week .
- B. Employees shall be expected to work a reasonable amount of overtime upon request.
- C. The administration retains the right to assign overtime on an equitable basis. Overtime assignments for maintenance/custodial work shall be distributed as equitably as possible based upon a rotating list of employees by seniority, except if special qualifications for an assignment are needed.
- D. In any week in which there is an authorized holiday, such holiday shall be granted as a normal work day in computing compensation for overtime pay.
- E. At the employee's option and with the Superintendent or his designee's approval, compensatory time at one and one-half (1 1/2) times the hours worked will be granted in lieu of overtime pay.
- F. Ten (10) month supportive employees called into work on a "snow day" shall receive two and one-half (2 1/2) times the employee's hourly rate for all hours worked. The minimum call back pay shall be for four (4) hours even if the employee does not work for four (4) hours.

## ARTICLE XIII

### SICK LEAVE

- A. Ten (10) month employees shall be entitled to ten (10) sick days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.
- B. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.
- C. Unused sick days shall accumulate from year to year with no limitations.
- D. Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.
- E. Any employee absent on sick leave may be required by the Board to submit a physician's written statement certifying his/her disability; and every employee absent for five or more consecutive sick leave days shall be required to submit such a statement.
- F. On a case by case basis, in the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and the Board less the cost of a substitute. Any decision by the Board shall not constitute precedent in any future actions under this paragraph.
- G. Employees shall be notified bi-monthly of unused sick days.
- H. Rules
  - 1. The rules which follow in #2, a-e, apply to the payment of salaries during periods of illness or disability of those employees designated under Article I, Recognition.
  - 2. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:
    - a. Whenever the employee's physical condition adversely affects ability to continue to provide effective service.
    - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue working.
    - c. If the employee fails to produce a certificate from a physician stating that said employee is medically able to continue work.
    - d. The Board of Education's physician and the employee's physician agree that said employee cannot continue working.

- e. If there exists a difference of medical opinion between the Board's physician and the employee's physician as to the employee's physical and/or mental ability to continue work, then the Board and the Association shall request the appointment of an impartial physician to examine the employee and render a medical opinion as to the employee's physical and/or mental ability to work; this physician's opinion shall be conclusive and binding on the parties. The selection of the independent physician shall be made by the Atlantic County Chapter of American Medical Association. The expense associated with such an examination shall be borne by the Board.
  
- I. Upon the employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in Section H, #2e, of this Article.
  
- J. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day. If an employee reports for work and becomes sick on the job, the maximum amount of time charged to his/her sick leave shall not exceed one-half (1/2) day. Time accounting shall remain as current practice.
  
- K. If it is necessary for an employee to be absent or late, he/she must notify the school at the earliest practicable time, but in no event shall this notification be later than sixty (60) minutes before he/she is scheduled to report to work.
  
- L. Except in case of emergency, an employee who is absent, for two (2) consecutive days or more and does not notify the school, shall forfeit pay for those days.
  
- M. In verifying possible abuse of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

ARTICLE XIV

PERSONAL LEAVE

- A. Twelve (12) month employees covered under this agreement shall be allowed five (5) days of non-consecutive personal business leave annually and ten (10) month employees shall be allowed four (4) days of non-consecutive personal business leave days annually with the approval of the Superintendent, including personal leave for illness in the immediate family.
  
- B. A personal business day application shall, except in cases of emergency, be made at least five (5) school days prior to the personal day to be taken. The administrator shall respond to such application within two (2) working days of such application.
  
- C. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purpose of recreation. Such leave shall not be used to extend a vacation or holiday unless such leave is of an emergency nature.
  
- D. Additional time may be granted at the sole discretion of the Superintendent for emergency purposes.
  
- E. Employees shall be notified by-monthly of unused personal days.
  
- F. Employees serving as jurors who are unable to obtain an exemption from jury duty shall receive full pay.
  
- G. Employees who require time necessary for required appearances in any legal proceedings directly related to the employee's normal duties and responsibilities shall receive full pay with issuance of a subpoena or upon recommendation of an attorney.
  
- H. If an employee does not use all of his/her personal days within a school or calendar year, all unused personal days shall be converted to accumulated sick leave with the understanding that an employee cannot increase his/her accumulated sick leave bank by more than fifteen (15) days in any one year.

ARTICLE XV

VACATION

A. 12 MONTH PROFESSIONAL STAFF

1. All twelve (12) month professional staff employees shall receive twelve (12) vacation days per year, pro-rated from the first day of employment through June 30 of the first year.
2. Twelve (12) days will be credited for each year until the completion of the third full year of employment.
3. On July 1 following the completion of the third full year, fifteen (15) vacation days will be credited for each year until the completion of the ninth full year of employment.
4. On July 1 following the completion of the ninth full year, seventeen (17) vacation days will be credited and will continue for each year thereafter.
5. An employee who has completed six (6) months of service or more, prior to June 30th of a given year, may take accrued vacation after June 30 of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.
6. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Superintendent, stating the reasons therefore, and upon the written approval of the Superintendent.
7. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

B. 12 MONTH SUPPORTIVE STAFF

1. All twelve (12) month supportive staff employees shall receive ten (10) vacation days per year, pro-rated from the first day of employment through June 30 of the first year.
2. Ten (10) vacation days will be credited for each year until the completion of the third full year of employment.
3. On July 1 following the completion of the third full year, fifteen (15) vacation days will be credited.
4. On July 1 following the completion of the sixth full year, eighteen (18) vacation days will be credited.
5. On July 1 following the completion of the tenth full year, twenty (20) vacation days will be credited and will continue each year thereafter.
6. On July 1 following the completion of the twentieth full year, twenty-five (25) vacation days will be credited and will continue each year thereafter.
7. An employee who has completed six (6) months of service or more, prior to June 30th of a given year, may take accrued vacation after June 30th of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.
8. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Superintendent, stating the reasons therefore, and upon the written approval of the Superintendent.
9. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

ARTICLE XVI

LEAVES OF ABSENCE ( FLA/FMLA)

- A. Employees of the Atlantic County Vocational School are eligible for leaves of absence under the State Family Leave Act (FLA: N.J.S.A. 34:11 B-1) and the Federal Family and Medical Leave Act (FMLA: P.L. 103-3).
  
- B. A request for leave of absence must be submitted to the Superintendent, in writing, at least thirty (30) days prior to the start of the leave except in unforeseeable emergency circumstances.
  
- C. A "rolling year" for each employee will be used to determine current eligibility. A "rolling" twelve (12) month period is measured backward from the date the employee requests to start a leave. The twelve (12) month period would therefore be different for each employee.

ARTICLE XVII

FUNERAL LEAVE

A. DEATH IN IMMEDIATE FAMILY

1. Each employee shall be entitled to bereavement leave of five (5) consecutive days, exclusive of Saturday and Sunday, from the date of the funeral or date of death in the employee's immediate family.
2. For the purposes of this Article, immediate family is defined as spouse, parent, child, brother, sister, mother-in-law, or father-in law, or other relative residing in the immediate household.

B. FUNERAL LEAVE

1. Each employee shall be entitled to one (1) day of leave due to the death of grandchild, grandparent, aunt or uncle, spouse's brother or sister.

C. The Board may require reasonable proof of death of any relative for bereavement leave.

ARTICLE XVIII

HOLIDAYS - SUPPORTIVE STAFF

- A. Twelve (12) month employees shall receive paid holidays during this contract period in accordance with the school calendar.
- B. All employees shall also be entitled to the following holidays with pay:
- July 4<sup>th</sup>
  - Labor Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving and the Friday after
  - \*December 24th
  - December 25th
  - \*December 31<sup>st</sup>
  - January 1<sup>st</sup>
  - Dr. Martin Luther King Day
  - President's Day
  - \*Holy Thursday
  - Good Friday
  - \*Easter Monday
  - Memorial Day
- \*These days shall be holidays for staff if the school is closed for students.

**Note: If a holiday falls on a weekend, an in-lieu-of day will be scheduled by the Administration**

- C. During school closings, the Superintendent, at his discretion, may approve covering the school offices by a reduced staff on a rotating schedule, if the workload permits. Days granted under this paragraph shall not be charged against the employee's sick days, holidays, vacation, etc.
- D. Cafeteria employees work the same school year as ten (10) month teachers.
- E. The administration shall provide separate calendars for professional and supportive staff.

ARTICLE XIX

SABBATICAL LEAVE

A. PURPOSE

A Sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. Such leave may be granted for full time study in an approved program providing training toward the goals of the employee is related to his employment with Atlantic County Vocational School.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Only one employee may be granted sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, not later than February 1st of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full years of service in the school district.
4. The employee shall be entitled to half pay for a full year or full pay for a half year and must return to employment with the Atlantic County Vocational School for a minimum of two (2) years immediately following the term of the sabbatical leave. If circumstances prevent two (2) years of service following such leave, the employee must return fifty (50%) percent of the salary for the sabbatical year. If an employee dies, the estate shall not be responsible for payment. If the employee suffers an extended illness, there shall be no repayment as long as the employee returns after said illness for two (2) years.
5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the same level preceding the sabbatical unless such leave was for a period of one-half (1/2) year or less.
6. Only one (1) sabbatical leave may be granted to each employee during his district employment.
7. Such leave must be necessary for the completion of a particular program.

ARTICLE XX

SNOW DAYS - SUPPORTIVE STAFF

- A. No employees, other than maintenance and custodial employees, will be required to report to work if students are not required to report to school due to an emergency situation.
  
- B. When there are early dismissals for students due to emergency situations, all employees except maintenance and custodial employees shall be dismissed no later than fifteen (15) minutes after students are dismissed at the discretion of the Superintendent.

ARTICLE XXI

TEACHER PLACEMENT ON GUIDE

(See Article XXII, L)

Placement on the Guide after receipt of certification: Staff will be placed upon the appropriate column of the guide retroactive to the effective date of the standard certificate entitling them to placement.

Movement from one Guide Column to another Guide Column

With the Attainment of Advanced Educational Credits

The current approval dates in the contract language will remain the same; however, the employee will be eligible to receive a salary increase for advanced guide placement retroactive to the first day of the month after the month in which the employee provides all the required verification to the board of his/her advanced educational attainment.

ARTICLE XXII

SALARY

- A. The salaries of all personnel covered by this agreement are set forth in the schedules which are attached hereto and made a part of the negotiated agreement.
1. The parties agree that the attached schedules shall be the salary guides for the term of this agreement. Should the State of New Jersey enact legislation during the term of this agreement that creates an increase in the mandatory minimum salary for teaching staff members' salaries, the only change to the attached salary guides shall be to raise applicable teaching staff members' salaries that are below that mandatory minimum salary up to that mandatory minimum salary.
2. INCREMENT
- a. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
- b. An increment is to be determined by the difference of a smaller step on the salary guide from the next larger step.
- c. To be eligible to be recommended for full salary increment, the employee must begin work on or before February 1 of the contractual year. Persons who cannot meet the above requirement shall not be eligible for a salary increment until the conclusion of the next fiscal year.
- B. All employees shall be paid in equal installments every other Friday (10 month employees - September through June; 12 month employees - July through June). When a payday falls on a holiday or during a school closing, checks shall be distributed on the last working day preceding such weekend, holiday, or school closing. Ten month employees shall receive their final paycheck in June on their last working day.
- C. Normal salary increments and salaries provided for in schedules may be granted or withheld by the Board upon recommendation of the Superintendent, as prescribed by law in Title 18A. An employee may be advanced only one (1) step during one (1) year under this Agreement.
- D. Ten (10) month employees shall be employed from September 1 through June 30, prorated during their first year from the first day of continuous contract employment.
- E. Twelve (12) month employees shall be employed from July 1, through June 30, prorated during their first year from the first day of continuous contract employment.
- F. Twelve (12) month employees will receive 1.20 times the ten (10) month salary, plus vacation as granted by this Agreement.

- G. The Association will be notified at once as to any administrative error regarding payroll. A meeting shall be held between the Association President or representative and the Superintendent to explain the error, and correction. The Association meeting with the administrator will not infringe on members rights to file grievances.
- H. When a deduction has not been made on time due to administrative error, the employees shall be notified when and how the matter will be handled at least five (5) working days before payday. Moneys which should have been withheld and are not, shall be withheld evenly among pay periods.
- I. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June with no interest.
- J. EMERGENCY PAY: A request for emergency pay shall be made in writing or in person to the Superintendent.
- K. STIPEND FOR CLUB ADVISORS: Club advisors (as per adopted job description) will be paid as follows:

**Club Advisor Stipends**

	<b><u>2006/2007</u></b>	<b><u>2007/2008</u></b>	<b><u>2008/2009</u></b>
Skills USA (VICA)	\$1,500	\$1,550	\$1,600
Health Occ. Student of America (HOSA)	\$1,500	\$1,550	\$1,600
Future Farmers of America (FFA)	\$1,500	\$1,550	\$1,600
Student Council (Share Time)	\$1,000	\$1,050	\$1,100
Student Council (Academy)	\$1,000	\$1,050	\$1,100
Year Book	\$1,000	\$1,050	\$1,100
Ski & Snowboarding Club	\$1,000	\$1,050	\$1,100
Basketball Club	\$1,000	\$1,050	\$1,100
Peer Mediation	\$1,000	\$1,050	\$1,100
Music	\$1,000	\$1,050	\$1,100
Fitness	\$1,000	\$1,050	\$1,100
S.A.D.D.	\$1,000	\$1,050	\$1,100
National Honor Society	\$1,000	\$1,050	\$1,100

The stipend will be paid in two (2) installments: the end of the second marking period and at the end of the school year.

- L. Movement on the salary guide as a result of increased degree/certificates/longevity will take place July 1 and February 1 for twelve (12) month staff and September 1 and February 1 for ten (10) month staff when all support documentation has been presented to the Superintendent and the Board of Education. (See Article XXI)

- M.
1. Direct deposit shall be provided for employee pay checks
  2. If an employee is terminating employment with the district, either during or at the end of the school year, direct deposit for his/her last check will be discontinued by the district. The last check will be issued upon completion of all required check out procedures.
  3. The district will publish a schedule for the end-of-the-year check out for teaching staff members. If a teaching staff member is unavailable during the scheduled check out time, he/she shall be bumped to the end of the check out period.
  4. If a teaching staff member fails to complete all required check out procedures, without the prior permission of the administration, he/she shall be fined one-half (1/2) of his/her per diem rate upon his/her return to school in September of the following school year. (the per diem rate shall be calculated at 1/200<sup>th</sup> of the annual salary, ½ of the per diem rate shall be calculated at 1/400<sup>th</sup> of the annual salary)
- N. Paychecks will be available to be picked up by employees at a designated site until 3:30 p.m. Paychecks not picked up by 3:30 p.m. will be mailed to staff members' home address
- O. Separate checks will be provided to salaried employees covered by this Agreement who perform additional hourly services and/or receive stipends. This Article does not provide separate checks for overtime.

2006-2007 SALARY GUIDE PROFESSIONAL STAFF

	B	C	D	E	F	G	H
1	40,807	41,459	42,111	42,937	43,703	44,437	45,255
2	41,007	41,659	42,311	43,137	43,903	44,637	45,455
3 – 6	41,207	41,859	42,511	43,337	44,103	44,837	45,655
7	41,581	42,233	42,885	43,711	44,477	45,211	46,029
8	41,896	42,548	43,200	44,026	44,792	45,526	46,344
9	42,515	43,167	43,819	44,645	45,411	46,145	46,963
10	44,235	44,887	45,539	46,365	47,131	47,865	48,683
11	46,255	46,907	47,559	48,385	49,151	49,885	50,703
12	49,955	50,607	51,259	52,085	52,851	53,585	54,403
13	53,755	54,407	55,059	55,885	56,651	57,385	58,203
14	57,555	58,207	58,859	59,685	60,451	61,185	62,003
15	65,435	66,087	66,739	67,565	68,331	69,065	69,883

- (1) B – PERMANENT CERTIFICATION  
 C – 100 CREDITS  
 D – BACHELORS DEGREE  
 E – BACHELOR’S DEGREE PLUS 15 GRADUATE CREDITS  
 F – MASTER’S DEGREE  
 G – MASTER’S DEGREE PLUS 15 GRADUATE CREDITS  
 H– MASTER’S DEGREE PLUS 30 GRADUATE CREDITS
- (2) An increment will be granted to employees for services as identified in Article XXII
- (3) Schedule C (+100 Credits) – Must be accepted by a recognized four (4) year institute and recorded by transcript.
- (4) Schedules E (B + 15), F (Master’s), G (Master’s + 15), H (Master’s +30); All credits at graduate level and approved by the Superintendent.

2007-2008 SALARY GUIDE PROFESSIONAL STAFF

	B	C	D	E	F	G	H
1	41,781	42,433	43,085	43,912	44,677	45,411	46,229
2	41,981	42,633	43,285	44,112	44,877	45,611	46,429
3	42,181	42,833	43,485	44,312	45,077	45,811	46,629
4 – 7	42,381	43,033	43,685	44,512	45,277	46,011	46,829
8	42,696	43,348	44,000	44,827	45,592	46,326	47,144
9	43,315	43,967	44,619	45,446	46,211	46,945	47,763
10	45,035	45,687	46,339	47,166	47,931	48,665	49,483
11	46,355	47,007	47,659	48,486	49,251	49,985	50,803
12	50,055	50,707	51,359	52,186	52,951	53,685	54,503
13	53,855	54,607	55,159	55,986	56,751	57,485	58,303
14	57,861	58,513	59,165	59,992	60,757	61,491	62,309
15	67,435	68,087	68,739	69,566	70,331	71,065	71,883

- (1) B – PERMANENT CERTIFICATION  
 C – 100 CREDITS  
 D – BACHELORS DEGREE  
 E – BACHELOR’S DEGREE PLUS 15 GRADUATE CREDITS  
 F – MASTER’S DEGREE  
 G – MASTER’S DEGREE PLUS 15 GRADUATE CREDITS  
 H.– MASTER’S DEGREE PLUS 30 GRADUATE CREDITS
- (2) An increment will be granted to employees for services as identified in Article XXII
- (3) Schedule C (+100 Credits) – Must be accepted by a recognized four (4) year institute and recorded by transcript.
- (4) Schedules E (B + 15), F (Master’s ), G (Master’s +15), H (Master’s +30); All credits at graduate level and approved by the Superintendent.

2008-2009 SALARY GUIDE PROFESSIONAL STAFF

	B	C	D	E	F	G	H
1	42,756	43,408	44,060	44,887	45,652	46,386	47,204
2	42,956	43,608	44,260	45,087	45,852	46,586	47,404
3	43,156	43,808	44,460	45,287	46,052	46,786	47,604
4	43,356	44,008	44,660	45,487	46,252	46,986	47,804
5 – 8	43,556	44,208	44,860	45,687	46,452	47,186	48,004
9	44,175	44,827	45,479	46,306	47,071	47,805	48,623
10	45,895	46,547	47,199	48,026	48,791	49,525	50,343
11	46,555	47,207	47,859	48,686	49,451	50,185	51,003
12	50,255	50,907	51,559	52,386	53,151	53,885	54,703
13	54,357	55,009	55,661	56,488	57,253	57,987	58,805
14	60,161	60,813	61,465	62,292	63,057	63,791	64,609
15	68,830	69,482	70,134	70,961	71,726	72,460	73,278

- (1) B – PERMANENT CERTIFICATION  
 C – 100 CREDITS  
 D – BACHELORS DEGREE  
 E – BACHELOR’S DEGREE PLUS 15 GRADUATE CREDITS  
 F – MASTER’S DEGREE  
 G – MASTER’S DEGREE PLUS 15 GRADUATE CREDITS  
 H – MASTER’S DEGREE PLUS 30 GRADUATE CREDITS
- (2) An increment will be granted to employees for services as identified in Article XXII
- (3) Schedule C (+100 Credits) – Must be accepted by a recognized four (4) year institute and recorded by transcript.
- (4) Schedules E (B + 15), F (Master’s), G (Master’s +15), H (Master’s +30); All credits at graduate level and approved by the Superintendent.

2006-2007 SALARY GUIDE SUPPORTIVE STAFF

	S/A	S/B	S/C	S/D	S/E
1	25,440	24,297	42,319	27,364	20,500
2	25,640	24,497	42,519	27,564	20,700
3 – 6	25,840	24,697	42,719	27,764	20,900
7	26,262	25,257	43,392	28,100	21,322
8	27,045	25,817	44,064	29,549	21,744
9	28,568	26,378	44,737	30,999	22,944
10	30,089	26,938	45,408	32,447	24,144
11	31,612	27,498	48,307	33,897	24,644
12	33,133	28,059	51,206	35,345	25,844
13	34,833	29, 017	54,506	36,960	27,044

- (1) S/A – Maintenance/Custodial (12 Month)  
S/B – Cafeteria Aide (10 Month)  
S/C – Maintenance Mechanic (12 Month)  
S/D – Administrative Secretary, Data Processing Employee, Switchboard Operator (12 Month)  
S/E – Student Personal Aide – 7 ¼ hour day, 10 month

- (2) An increment will be granted to employees for services as identified in Article XXII

2007-2008 SALARY GUIDE SUPPORTIVE STAFF

	S/A	S/B	S/C	S/D	S/E
1	26,634	25,591	44,397	28,540	21,500
2	26,834	25,791	44,597	28,740	21,700
3	27,034	25,991	44,797	28,940	21,900
4 – 7	27,234	26,191	44,997	29,140	22,322
8	28,046	26,772	45,694	30,642	22,744
9	29,625	27,354	46,392	32,146	23,944
10	31,202	27,935	47,088	33,648	24,444
11	32,781	28,516	50,094	35,151	25,644
12	34,359	29,097	53,100	36,653	26,844
13	36,400	30,323	56,959	38,623	28,044

- (1) S/A – Maintenance/Custodial (12 Month)  
S/B – Cafeteria Aide (10 Month)  
S/C – Maintenance Mechanic (12 Month)  
S/D – Administrative Secretary, Data Processing Employee, Switchboard Operator (12 Month)  
S/E – Student Personal Aide – 7 ¼ hour day, 10 month

- (2) An increment will be granted to employees for services as identified in Article XXII

2008-2009 SALARY GUIDE SUPPORTIVE STAFF

	S/A	S/B	S/C	S/D	S/E
1	28,208	26,891	46,461	30,893	22,500
2	28,408	27,091	46,661	31,093	22,700
3	28,608	27,291	46,861	31,293	22,900
4	28,808	27,491	47,061	31,493	23,322
5 – 8	29,008	27,691	47,261	31,693	23,744
9	30,641	28,292	47,983	33,248	24,944
10	32,273	28,893	48,704	34,802	25,444
11	33,906	29,494	51,812	36,357	26,644
12	35,537	30,095	54,922	37,910	27,844
13	37,649	31,363	58,913	39,948	29,044

- (1) S/A – Maintenance/Custodial (12 Month)  
S/B – Cafeteria Aide (10 Month)  
S/C – Maintenance Mechanic (12 Month)  
S/D – Administrative Secretary, Data Processing Employee, Switchboard Operator (12 Month)  
S/E – Student Personal Aide – 7 ¼ hour day, 10 month
- (2) An increment will be granted to employees for services as identified in Article XXII

ARTICLE XXIII

LONGEVITY

A. In addition to an employee's base salary he/she shall receive longevity compensation each year as follows:

At the beginning of an employee's 10th year of continuous employment	\$ 900.00
At the beginning of an employee's 15th year of continuous employment	\$1,200.00
At the beginning of an employee's 20th year of continuous employment	\$1,500.00
At the beginning of an employee's 25th year of continuous employment	\$1,800.00

An employee's base salary shall be adjusted to include longevity pay as part of his/her salary.

Longevity is only available to those employed full time prior to July 1, 1998.

ARTICLE XXIV

PAYROLL PROCEDURES

A. SUMMER PAYMENT PLAN

1. Employees may individually elect in writing to have a specific amount of their monthly contract salary deducted from their pay. Such deductions shall be deposited by the Board with the ABCO Credit Union in one lump sum monthly check. The Credit Union shall have the sole responsibility for allocating the funds to the respective employees' accounts and for disbursing the same to the employees. Employees desiring to participate shall so notify the Board before September 1. The Association and all employees electing to have such deductions made shall save the Board harmless for any losses incurred respecting such deposited funds following transmission of such funds by the Board, and received by ABCO Credit Union.

B. TAX SHELTERED ANNUITIES

1. Employees shall have the opportunity to participate by payroll deduction in the Tax Sheltered Annuity Programs. A maximum of five (5) shall be selected by the Association and submitted to the Board.
2. The employees shall save the Board harmless for any loss or claims of loss which may occur from Board approved Tax Shelter Annuity Programs. (Employees invest at their own risk).

C. The Board will establish an IRS 125 Plan for employee contributions.

ARTICLE XXV

AGENCY SHOP PROVISION

AFFILIATED DUES DEDUCTION FROM SALARY

A. The Board agrees to deduct local and affiliated dues for the Atlantic County Vocational Technical Education Association, the Atlantic County Education Association, the New Jersey Education Association, and the National Education Association, from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules and regulations of the New Jersey State Department of Education pertaining thereto.

B. REPRESENTATION FEE

1. PURPOSE OF PLAN: If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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 to offset the costs of services rendered by the Association or majority representative.
  
2. AMOUNT OF FEE: 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 members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees, and assessments that are expended, a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or b) applied toward the cost of benefits available only to members of the majority representative.

3. DEDUCTION AND TRANSMISSION OF FEES: The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of representation fee set forth in Schedule B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

4. **INDEMNIFICATION AND SAVE HARMLESS PROVISION:** The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that 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 to implement this paragraph.

5. **TERMINATION OF EMPLOYMENT:** If a bargaining unit member 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 to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph which it fails to make.

6. **MECHANICS:** Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. A voluntary deduction plan for a credit union as determined by the Association will be maintained through the life of this Contract.

D. The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.

E. The Association will secure the signature of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by the employee by his/her filing notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

F. The Association shall maintain a Demand and Return System for all unit members.

ARTICLE XXVI

HEALTH BENEFITS INSURANCE

A.

1. During the lifetime of this Agreement, the Board shall continue to provide Blue Cross, Blue shield, Major Medical, and Rider J coverage for employees and their immediate families covered under this agreement.
2. To qualify for health benefits, an employee must be employed by the district for more than twenty-five (25) hours per week.

B. In addition to A, above, the Board shall provide the following health benefits for the length of this contract:

1. DENTAL PROGRAM

Board pays 85% of the total cost  
Employee pays 15% of the total cost

Dental Program:

Preventive & Diagnostic		100%
Remaining Basic Services	80%	
Crowns		50%
Prosthodontics		50%
Ortho Maximum (lifetime)	\$800	
Orthodontics (Child only)	50%	
Calendar Maximum (per person)		\$1,000

Premium Funding Arrangement: Employer 85% of the total cost  
Employee 15% of the total cost

2. PRESCRIPTION PROGRAM - \$10.00 co-pay – Brand  
\$ 5.00 co-pay - Generic

Premium Funding Arrangement: Employer pays 85% of the total cost  
Employee pays 15% of the total cost

3. VISION PROGRAM

Premium Funding Arrangement: Employer pays 85% of the total cost  
Employee pays 15% of the total cost

C. The Board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

D. If the Board of Education is contemplating a change in the State Health Benefit Plan, the Board agrees to convene a committee of two (2) Board members, two (2) Association representatives and the Superintendent and/or the Business Administrator to review the proposed change thirty (30) days prior to the date of the proposed change.

E. If student enrollment in a tenured teaching staff member's program declines and the program is reduced to one-half (1/2) time, although the employee's salary shall be reduced, the employee's health benefit package shall be maintained for up to one (1) school year. The teaching staff member and the administration shall determine and mutually implement appropriate actions in an attempt to increase program enrollment.

ARTICLE XXVII

RETIREMENT REIMBURSEMENT FOR UNUSED SICK DAYS

- A. An employee shall be reimbursed for unused sick leave according to the following schedule:
1. For an accumulation of less than seventy-five (75) days reimbursement shall be \$48.00 per day to a maximum of \$3,552 for Support Staff and \$72.50 per day to a maximum of \$5,365 for Professional Staff
  2. For an accumulation of more than seventy-five (75) days, reimbursement shall be:
    - a. For accumulated days of up to one hundred (100) days: Professional Staff, \$77.50 per day and Support Staff, \$53.00 per day.
    - b. For accumulated days of 101 to 200 days: Professional Staff, \$87.50 per day and Support Staff, \$63.00 per day.
  3. The maximum accumulation of days to be reimbursed shall be two hundred (200).
  4. Payments shall be made according to the following schedule:
    - a. Employees who retire by December 31 of a school year are eligible for payment of half (1/2) of their total unused sick leave in the first pay period after the following July 1.
    - b. Said employees shall receive the second one half (1/2) payment in the first pay period after January 1 of the calendar year following actual retirement.
    - c. Employees who retire by June 30 of a school year are eligible for payment for one half (1/2) of their total unused sick leave in the first pay period after the following January 1.
    - d. Said employees shall receive the second one half (1/2) payment in the first pay period following July 1 of the academic year following actual retirement.

The maximum payout shall be capped at \$16,500 for professional staff and \$11,600 for support staff

For professional staff members who provide the Superintendent with the minimum notice under “B” (below) and who do not retire until June 30 of the school year, payments under 2-a and 2-b (above) shall be increased by \$5.00 per day to a maximum payout of \$17,500.

- B. In order to receive benefits conferred in Paragraph “A”, each employee must give the Board notice of his/her plans to retire, in writing, one school year in advance. If the notice above is not given in a timely fashion, then compensation shall be deferred until one (1) year later. If the employee should die after the retirement and prior to receiving payment, then such funds shall be paid to the employee’s estate.
- C. If an employee has submitted a letter of retirement that has been accepted by the Board of Education and the employee passes away before payments are made, the payments will be made to the employee’s estate pursuant to the payment schedule provided in this Article.

ARTICLE XXVIII

MILEAGE REIMBURSEMENT

- A. Employees covered under this agreement shall be reimbursed at the IRS rate for the use of their personal automobiles on approved school business. Mileage and reimbursement shall be paid no later than 30 days subsequent to the submission of the employee's voucher.
  
- B. If an employee is required to transport a school child or children said employee shall be properly insured by the Board of Education and saved harmless from any lawsuit that might result if accident(s) occur.
  
- C. Employee must have a form properly signed by administration representative prior to transporting child(ren). Emergency transportation by school nurse is exempt.

ARTICLE XXIX

LIAISON COMMITTEE

- A. The purpose of this committee is to promote cooperation and harmony as well as open communication between the Association and the Administration.
  
- B. The parties agree to establish and maintain the Liaison Committee to consist of three (3) members designated by the Association and three (3) agents of the Board designated by the Superintendent to study matters of concern to the Unit and to the Board.
  
- C. Any parties, mutually agreed to, may be invited to attend a meeting of the Liaison Committee.
  
- D. The Committee shall establish its own procedures.
  
- E. This Committee shall meet at least once monthly and at such other times as shall be mutually agreed upon by its members. Monthly meetings can be canceled by mutual agreement of the Superintendent and Association President.

ARTICLE XXX

STAFF EVALUATION

1: TEACHER EVALUATION:

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. It is understood that observations need not be scheduled with the classroom teacher in advance. During an unscheduled observation, the observer shall review the classroom teacher's lesson plan and observe the instruction that is taking place
- B. Prior to one (1) observation each academic year for non-tenured teaching staff members, a pre-observation conference will be held between the evaluator and the evaluatee. A pre-observation conference for tenured teaching staff members shall held at the discretion of the evaluator.  
  
A tenured or non-tenured teaching staff member may request a pre-observation conference and an observation should he/she have a lesson that he/she would like the evaluator to observe.
- C. A copy of the completed observation evaluation shall be presented to the teacher within seven (7) working days after the observation.
- D. A teacher shall be given a copy of any class observations or evaluation reports prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in a teacher's file, or otherwise acted upon without the prior conference unless the teacher fails to meet. The Superintendent may include such report in the teacher's file after review and his decision to do so shall be final. No teacher shall be required to sign a blank or incomplete evaluation form; however, teachers must sign acknowledgment that they have received evaluation forms.
- E. The post observation conference between the teacher and evaluator shall be held within seven (7) school days after the observation.
- F. If deficiencies are noted in an observation evaluation, the evaluator will make every effort to shorten the timelines in C. and E. to provide relevant and meaningful feedback to the employee.
- G. Within ten (10) school days of the post-observation conference the teacher may submit a rebuttal to be attached to the evaluation on file.
- H. Each non-tenured teacher will be observed at least three (3) times annually. Each tenured teacher will be observed/evaluated at least one (1) time each year.

2. Support Staff – Each Support Staff employee shall be evaluated at least one time per contract year.

3. All evaluations on employees shall be completed by April 30.

ARTICLE XXXI

PERSONNEL FILES

- A. An employee shall have the right, upon request during school hours, provided it does not interfere with his regularly assigned duties, to review the contents of his personnel file and to copy any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if in his sole judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision shall be final, but the employee may seek by way of the grievance procedure a determination as to whether the Superintendent's decision was arbitrary and capricious.
  
- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Failure of the employee to sign will be so noted by the administrator. The employee shall also have the right to submit a written answer to such material. His answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

## ARTICLE XXXII

### PROMOTIONS

- A. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedures.
1. When school is in session a notice shall be posted in the school at least ten (10) days prior to the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.
  2. Teachers 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 to the Superintendent prior to the last day for professional staff the following:
    - a. Position(s) for which they desire to apply, and possess the required certification.
    - b. An official transcript and/or original copy of the required teaching certificate.
    - c. Address and telephone number where they can be reached during the summer.

The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and possess the required certification. Except in cases of emergency, such notice will be sent sufficiently in advance to give the teacher at least ten (10) days notice before the final date when applications must be submitted. In addition, the Superintendent will, within the same time period, post a list of promotional positions to be filled during the summer period in the school, and a copy of said notice shall be given to the Association.

### B. POSTING OF VACANCIES

1. The administration shall deliver to the Association and post in the main office of Building Number 1, a list of known budgeted vacancies which shall occur within the bargaining unit during the following school year.
2. The administration shall deliver to the Association and post in the main office of Building Number 1, any vacancies that may occur within the school district throughout the year

ARTICLE XXXIII

PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT

AND TUITION REIMBURSEMENT

- A. The Association agrees to cooperate with the Superintendent in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Liaison Committee.
- B. Whenever the Board of Education requests an in-service course to be offered for the benefit of the system, all related charges approved by the Superintendent shall be paid by the Board.
- C. In-service programs shall be conducted during the in-school employee's workday, if employee attendance is required.

D. TUITION REIMBURSEMENT

- 1. A tuition reimbursement program is hereby established to foster staff development and assist employees engaged in self-improvement.

Subject to the approval of the Superintendent, employees covered under this agreement shall be reimbursed as follows:

PROFESSIONAL STAFF

- a. Non-Degree vocational staff up to twelve (12) undergraduate credit hours per year.
- b. For all other staff, up to six (6) graduate credit hours per year. Staff may apply for up to an additional six (6) graduate credit hours depending on the availability of funding. The Superintendent's decision relative to the additional hours applied for is final and not subject to the grievance procedure herein.
- c. Reimbursement to be made only after prior approval by the Superintendent before courses are taken.
- d. The maximum annual reimbursement for tuition shall be based on the current cost per credit as established by Rowan University.

- e. Verification of credits earned shall be submitted October 1 of each year, following academic year in which work was completed.
- f. The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies.
- g. Course completion requirement:
  - “B” or better for undergraduate
  - “B” or better for graduate

#### SUPPORTIVE STAFF

- a. Support staff shall be eligible for tuition reimbursement for up to six (6) undergraduate credit hours per year at the current Rowan University undergraduate per credit rate.

The Superintendent’s permission must be requested prior to taking any course or program and the educational activity must be directly related to the employee’s job category.

Support staff may apply for up to an additional six (6) undergraduate credit hours depending on the availability of funding. The Superintendent’s decision relative to the additional hours applied for is final and not subject to the grievance procedure herein.

ARTICLE XXXIV

MENTOR TEACHER

- A. All vacancies for mentoring positions shall be posted as early as the Board is aware of its needs. The posting shall include the qualifications for the position. The position shall be filled in-house/in-county first.
- B. No employee shall be assigned to serve as mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned. Assignment as a Mentor Teacher shall be rotated among volunteers.
- C. All teachers who serve as mentors shall be fully certified, tenured employees of the Atlantic County Vocational School.
- D. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.
- E. The Board of Education shall provide training for all teachers who serve as mentors before the start of the assignments. Such training shall be scheduled for hours the teacher is required to work. If such training is scheduled by the administration outside of the regular work day, teachers shall be paid for their time.

ARTICLE XXXV

OUTSIDE PROJECTS AND ON-GOING SCHOOL SITE PROJECTS

A. APPROVAL

Projects or special jobs brought into the schools must be approved in writing by the appropriate administrator after consultation with instructors who may be involved in the projects.

B. DISCLAIMER

No teacher shall be held responsible for any damages, malfunction, or other problems which may arise from work done on the above outside projects as part of the classroom experiences.

ARTICLE XXXVI

UNIFORMS - SUPPORTIVE STAFF

- A. The Board will furnish three (3) uniforms per employee for custodians, maintenance, tool room and cafeteria employees each year.
- B. The Board will allow up to \$100.00 toward the cost of steel toed work boots each year. The boots will be a required part of the uniform for maintenance and custodial personnel.
- C. The Board shall provide snow removal outer wear (clothing) which shall be kept on school grounds wherever the Board designates. Snow removal outer wear will consist of:
  - 1. Waterproof boots
  - 2. Gloves
  - 3. Waterproof jacket
  - 4. Waterproof pants
  - 5. Head gear-hat on head
- D. Delivery of uniforms will be in August of each year of the contract for existing employees and September or as required for new employees.
- E. All employees furnished uniforms shall be required to wear such uniforms on a daily basis.
- F. All eligible employees shall serve a ninety (90) day probationary period prior to receiving a uniform.

ARTICLE XXXVII

NOTICE OF TERMINATION - SUPPORTIVE STAFF

- A. All non-tenured employees must give at least two (2) weeks written notice before leaving their position. Should an employee fail to give such notice, he will forfeit eligibility for any benefits conferred by this agreement.
  
- B. The Board shall give two (2) weeks notice prior to terminating a non-tenured employee except if the employee commits a major violation. The determination as to whether an employee commits a major violation shall be at the sole discretion of the Superintendent.

ARTICLE XXXVIII

RECALL RIGHTS - SUPPORTIVE STAFF

- A. In the event of a lay-off for economic reasons or lack of work, the last employee to be laid off on a seniority basis, shall be the first to be recalled, provided the job for which the employee is being recalled is within his/her classification.
  
- B. In order to be eligible for recall on a seniority basis, an employee must respond to the Board's offer for re-employment within five (5) working days from receipt thereof.
  
- C. Laid-off employees shall remain, in a seniority basis, on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.
  
- D. The Board shall notify laid-off employees, on a seniority basis, of the potential recall by certified letter, delivered to the employees' last known address.
  
- E. If the Board of Education determines to sub-contract services, it shall provide the Association with thirty (30) days notice within which period the Association may negotiate with the Board with respect to cost savings.

ARTICLE XXXIX

MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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 this 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.

C. SEPARABILITY

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, but all other provisions or applications shall continue in full force and effect.

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT  
AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

E. PRINTING AGREEMENT

Copies of this agreement shall be reproduced by the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed, during the duration of this Agreement. Expense of reproduction of the Agreement will be shared equally.

F. NOTICE

Whenever any notice is required to be given by either of the parties to this agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by certified letter or hand receipted letter at the following address:

1. If by Association to the Board, at

Address: 5080 Atlantic Avenue  
Mays Landing, NJ 08330

2. If by Board to the Association, at

Address: 5080 Atlantic Avenue  
Mays Landing, NJ 08330

G. RECYCLING

In an effort to encourage recycling and in compliance with local and state mandates, the Board of Education will provide clearly marked containers in convenient locations for the recycling of glass and aluminum products. In addition, student clubs will be assigned the bundling of newspapers and paper products for recycling.

Any moneys derived from recycling shall be deposited to the account of the Student Council.

H. PERFECT ATTENDANCE INCENTIVE

A \$50.00 Savings Bond will be awarded for perfect attendance during the school year, 7/1 to 6/30. Perfect attendance is based on non-use of sick time and personal time. An employee who starts after 7/1 in the case of a twelve (12) month employee and 9/1 in the case of a ten (10) month employee will not be eligible for this award. Time missed for "Death in the Family" will not be counted as absence for the Perfect Attendance Incentive.

ARTICLE XXXX

DURATION

A. The Agreement shall be in full force and effect as of **July 1, 2006** and shall remain in effect to and including **June 30, 2009**.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their respective seals to be placed hereon.

ATLANTIC COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE ADOPTED

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL  
IN THE COUNTY OF ATLANTIC

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE ADOPTED