

AGREEMENT

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

AND

SUSSEX COUNTY VOCATIONAL -
TECHNICAL EDUCATION ASSOCIATION, INC.

JULY 1, 2008 THROUGH JUNE 30, 2011

Approved: April 23, 2009

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ARTICLE I:

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for full or part-time day school certificated personnel whose positions require teaching certificates and whose duties are non-administrative, PC/LAN technician, all full and part-time secretaries, and all full and part-time instructional aides. Excluded from this Agreement are custodians/maintenance personnel, Adult School instructors, substitute teachers, employees hired on a temporary and/or seasonal basis, and non-bargaining personnel.

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "Teacher" when used hereinafter in this Agreement, shall refer to a member of the professional staff holding office, position or employment of such character that the qualifications for such office, position or employment requires him/her to hold a valid and effective standard, provisional or emergency certificate, appropriate to his office, position or employment, issued by the State Board of Examiners and includes the nurse, athletic trainer, librarian, SAC, social worker, school psychologist, all guidance counselors, LDTC and CIE coordinator.

C. GRANT PERSONNEL

All employment for grant-funded programs will fall within the guidelines of the respective grant. Members of the bargaining unit must be compensated according to this agreement. In the event that the grant is capped below the level of compensation in this agreement, the Association must be informed and members may agree to work at the lesser rate. This does not apply to full salaries and compensation for curriculum writing: the Board will be responsible for any cost other than those outlined by the grant.

D. SUPPORT STAFF

Support staff shall consist of all non-confidential full- and part-time secretaries and all full and part-time instructional aides. These include: the secretary to the principal, the secretary to the vice-principal, the secretary to the athletic director, the secretary to the supervisors, the switch board/receptionist, the secretary to the child study team, the guidance secretary, the admissions secretary, the evening school/pool secretary, the adult school secretary, the secretary to the student center and the ETTC secretary. The eligibility of any secretarial positions not named herein shall be determined jointly by the Board and the Association.

E. CONTRACTS OUTSIDE REGULAR 10-MONTH EMPLOYMENT

Ten month employees who are contracted for services beyond the regular school year shall be compensated on a per diem basis. Extended contracts for 22 days or more will be considered a 12-month contract for pension purposes.

The nature of the athletic trainer's duties causes him/her to work a schedule which is not comparable to the rest of the instructional staff. Therefore, compensation for hours worked in excess of the standard number of hours worked by the rest of the instructional staff will be as follows:

The standard number of hours which the faculty works in any given school year is 1294. (7 hours per day X 184 days + 6 hours for evening obligations) When the athletic trainer has worked more than 1294 hours he/she will receive compensation days equal to the number of hours worked above 1294. Whenever the number of earned compensation days exceeds the number of available days remaining in the school year the remaining compensation will be paid on a per diem basis.

The trainer's log of his/her hours will be reviewed by the athletic director at the end of each sport season. If the athletic trainer's duties become part of a full time teaching position, then a stipend for the duties of athletic trainer will be negotiated.

ARTICLE II:

GRIEVANCE PROCEDURES

A. DEFINITIONS

1. GRIEVANCE

A grievance is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this Agreement, Board policies, or administrative decisions affecting an identified employee or group of employees.

2. AGGRIEVED PERSON

An "aggrieved person" is the employee, or employees, or the Association making the claim of a grievance. The aggrieved person or persons shall be identified in cases of individual grievances. The Association grievance chairperson shall sign grievances wherein the Association acting in behalf of a member, members, or if the Association is the grievant. Association grievances shall provide sufficient data and clarity to identify who is affected by the grievance and the relief called for.

3. PARTY IN INTEREST

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

4. TIME

All days listed within the procedure shall be work days.

5. LIMITATIONS

The grievance procedure shall not apply for:

a. Any matter for which a method of review is proscribed by law before the Commission of Education, P.E.R.C., or other judicial body.

b. Any matter which according to law is beyond the scope of Board authority or would require an illegal act by the Board.

c. A complaint by a non-tenured teacher which arises from the non-renewal of their teaching position.

d. Any matter that is the sole province of the Board of Education and/or involves internal rules or matters of the Board of Education.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise from time to time. 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. In the event of failure by either party to adhere to the time limits set forth herein, the following shall occur: if by the Administration or Board, the grievance may be moved to the next step; if by the Association or an Association member, the grievance or response not timely filed will be considered dismissed. The time limits may, however, be extended only by mutual agreement. All grievances should be filed within 14 days from the date of the occurrence which constitutes grounds for the alleged grievance or within 14 days of the date when the grievant reasonably should have become aware of the grievance within the current school calendar year.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all the steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERIOR

An aggrieved employee shall submit the grievance in writing to his immediate superior or Principal within fourteen (14) days from the date of the occurrence which constitutes grounds for the alleged grievance or within fourteen (14) days of the date when the grievant reasonably should have become aware of the matter. The employee may choose to discuss the matter either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. LEVEL TWO — SUPERINTENDENT

If the positions of Principal and Superintendent are combined into one position, then this level is eliminated and the procedure will move directly from level one to level three.

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If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievance may be filed in writing with the Superintendent (with a copy to the Association) within ten (10) days of the conference specified in Level One. The Superintendent shall have ten (10) days to respond.

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Superintendent, within ten (10) days of the date by which the response was or should have been made, notification in writing shall be provided to the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education, who shall arrange a hearing date with the Board no later than the next regular meeting. Said hearing is to be held in Executive Session. The Board shall respond in writing with its decision within ten (10) days following the Board meeting held after the Board meeting at which the grievance hearing was conducted.

6. LEVEL FOUR - ARBITRATION

a. If the grievant is dissatisfied with the results of the Board action, then within twenty (20) days the grievant may move the matter to arbitration after obtaining approval from the Association's executive committee.

b. The submission shall be made to, and the processes for selection of, an arbitrator shall be those of the State Board of Mediation or another agency mutually agreed upon.

c. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision not later than thirty (30) calendar days from the date of close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him/her and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement between the parties and shall be bound by the specific and express terms thereof as well as any applicable policy of the Board of Education. The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties.

d. The costs of the services of an arbitrator shall be borne equally by the Board and the Association.

7. DELIMITATION

Alleged violations of express contract terms may proceed to level four: alleged violations of statutes and rules affecting terms and conditions may proceed to level four and alleged violations of policies and administrative decisions may proceed to level three. Except for those matters subject to arbitration, a grievance finalized at other levels may proceed to the commissioner in accordance with Title I&A.

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D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. EMPLOYEE AND ASSOCIATION

Any aggrieved person shall be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative he/she selects. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered on all levels shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted to all parties of interest and to the Association within the time limits set forth herein. If the positions of Principal and Superintendent are combined into one position, then the decision rendered in level one shall be in writing and follow the guidelines of this clause.

3. SEPARATE GRIEVANCE FILE

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

4. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private.

5. MISCELLANEOUS

Association grievances shall be filed at the level at which such alleged violations occurred, provided however, the time limits for initiating a grievance as set forth in Article II, paragraph C, shall be adhered to.

ARTICLE III:

EMPLOYEE RIGHTS

A. JUST CAUSE PROVISION

No employee shall be disciplined without just cause. The non-renewal of a non-tenured employee shall not be construed to be a disciplinary action under this paragraph.

B. CRITICISM OF TEACHERS

Any question or criticism by a supervisor or administrator of a teacher's instructional methodology shall occur within the framework of the district evaluation procedure.

C. ASSOCIATION IDENTIFICATION

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

D. NOTIFICATION OF VACANCIES

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement.

E. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 123 Laws of 1984. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.

F. EMPLOYEE RIGHTS

No recommendation to withhold an employee's increment for poor performance shall be made to the Board of Education unless the employee has received an evaluation and notice of specific deficiencies and further provided a minimum of thirty (30) days in which to show improvement on a subsequent evaluation.

The above does not restrict such recommendation in cases of disciplinary action.

ARTICLE IV:

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASE TIME FOR MEETINGS

Whenever any representative or member of the Association participates in meetings during work hours, the teacher shall suffer no loss in pay and proper coverage will be provided. The Board will provide a method of coverage for the Association President or designee to attend Board meetings held during the school day.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at any reasonable hours for meetings.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment at reasonable times, providing the equipment is to be operated by a qualified operator. Standard use request procedures shall be followed.

D. BULLETIN BOARDS

The location of the Association bulletin boards in the faculty lounge shall be jointly designated by the Association and the Administration. No approval shall be required regarding the use of the lounge bulletin board. With prior consent of the Administration, other forms of school communication may be used.

E. MAIL FACILITIES AND MAIL BOXES

The President of the Association and up to five Association members shall have the privilege of using the school mailboxes for Association business only. Before September 15 of each year, the names of the five individuals to use the mailboxes will be submitted in writing to the Superintendent.

F. PRINCIPAL'S ADVISORY COUNCIL

A council shall be instituted by the Association and the Administration to meet and confer on matters of concern to the teaching staff. Teaching staff shall be permitted input into in-service programs through the Advisory Council. The Association will submit to the Superintendent a summary of suggestions made and administrative actions taken.

G. ASSOCIATION BUSINESS DAYS

A total of two (2) days will be permitted per year with pay for the Association President or his/her designee to conduct Association business only during the school day.

The Association President has the right to refuse any duty assignment or pupil contact assignment beyond 6 periods.

ARTICLE V:

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. CREDIT FOR EXPERIENCE

Hiring of all new employees and placement on the salary guide will be at the sole discretion of the Superintendent. The Superintendent will make every effort to place new employees on the salary guide with respect to current staff's level and experience.

B. RETURNING TO THE DISTRICT

A teacher or support staff member with previous experience in this School District who has not been engaged in teaching in the interim and who is rehired shall be paid a starting salary not less than the salary paid during his/her last contract year with the Board.

C. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days for employees who enter military service shall be restored to them upon returning to their position. This only applies to an activation and if the employee returns immediately after deactivation.

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D. TENURED TEACHER-RIF

1. Tenured teachers who have completed at least ten years in the district, and who are reduced in force, and who otherwise make no claim of improper lay off against the Board shall receive a severance payment of 50% of an individual's yearly based salary not to exceed \$24,000 in the first and second years of this contract and \$25,000 in the third year of this contract.

Tenured teachers with less than ten years in the district who are reduced in force shall receive a payment of \$11,000.00.

2. a. Payment for Section 1 above shall be according to the following schedule. If laid off effective July 1 of a school year, payment of one third of the amount due will be made if the employee is not rehired on or before September 30 following the RIF notice and additional payments shall be made each September 1 if employee is not rehired.

b. If a mid-year lay off should occur, the payments shall be made following a six-month waiting period and subsequent payments will be made on the anniversary date of termination.

3. If the teacher wishes to waive their recall rights, they may do so within seven (7) days of their lay off notification and receive all payments in full on June 30 of that year including compensation for unused sick days under Article XII, Paragraph B.

4. Tenured teachers with at least ten years of service, if reduced in force, shall receive payment for unused sick days calculated at their per diem rate for each day with a maximum cap for unused sick days to be \$5,000, calculated at 1/200 per day. Payment shall follow schedule 2A.

5. If the RIFed teacher secures another position requiring use of their certification, the Board shall make up the difference between the employee's previous salary and new salary to a maximum of \$5,000, in lieu of severance payment under Items 1 and 2 above.

6. Employees who exercise their options to retire under Article XII. paragraph A or C, shall not be eligible for RIF compensation.

ARTICLE VI:

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being except those which one normally associates with the employees' assigned duties and would be executed by a prudent person. An unsafe or hazardous condition shall be brought immediately to the attention of the Principal or immediate supervisor. This should be done verbally and followed in writing within twenty-four (24) hours.

B. ASSAULT

1. LEGAL ASSISTANCE

Pursuant to statute, the Board will support any employee who has been assaulted while acting in the discharge of his/her duties by cooperating with police investigations, and giving appropriate legal assistance to the employee.

2. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

The Board shall assume all approved costs of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment. Payment will be made the next pay period after the claim is filed.

C. VANDALISM

The Board will pay the employee the difference between the actual cash value of the loss and the amount paid by the employee's insurance company for damage of the employee's personal property due to acts of vandalism. This includes motor vehicles parked on the premises. The Board will not be responsible for acts of God. Payment will be made the next pay period after the claim is filed.

ARTICLE VII:

EVALUATION PROCEDURE

A. PROCEDURES

All staff shall be evaluated in accordance with the requirements of N.J.S.A. 18A and the Administrative Code. No non-certified administrator shall evaluate staff.

B. PERSONNEL FILES

1. FILE

No material derogatory to an employee's conduct, service, character or personality, which is not part of the normal business record of the employer, shall be placed in his/her personnel file unless the employee has been afforded the 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 the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event an employee refuses to affix his/her signature to any material that is being added to his/her personnel file, the material will be added to the file with a notation that the employee refused to sign the material. Any material originally addressed to the employee via certified, return receipt mail, shall be presumed to have been reviewed by him/her. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

2. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

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ARTICLE VIII:

SICK LEAVE/VACATION LEAVE

A. SICK LEAVE BANK

Effective July 1, 2009, according to New Jersey law, a sick leave bank for donated days shall be established. Parameters of the sick leave bank shall be negotiated with three (3) Association members and two (2) Board members and designee.

B. ACCUMULATIVE

All employees shall be entitled to ten (10 months) or twelve (12 months) cumulative sick leave days each school year determined by contractual agreement. Former employees who are rehired shall be considered new employees. New employees hired after October 1 shall receive sick time prorated one day per month.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days on or before September 30 of each year.

D. ACCUMULATIVE SICK LEAVE

Consistent with Title 18A:30-3.2, a transferring employee may transfer up to thirty (30) days maximum of the number of accumulated sick leave days to which he/she was entitled in his/her last employing district in New Jersey. Such transfer credits shall be made upon receipt of verification from the prior school district. Said sick days shall be reduced and eliminated each year by a maximum of 10 each year as they are replaced by the yearly district allotment.

Ex. Transfer 30 on date of hire

After year 1 - 20 transferred days remain

After year 2 - 10 transferred days remain

After year 3 - 0 transferred days remain

E. VACATION FORMULA FOR EXCELLENT ATTENDANCE

At the end of each school year, the vacation formula for support staff shall be as follows:

SICK DAYS GIVEN	SICK DAYS TAKEN	VACATION DAYS
12	0	3.0
12	1	2.5
12	2	2.5
12	3	1.5
12	4	1.0
12	5	1.0
12	6	0.0

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ARTICLE IX:

TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE

This Board and Association agree that for employees covered by Title 18A:30- 1 *et seq.*, sick leave shall comply with the statutory requirements contained therein and shall avoid any abuse or misuse of the entitlement and its exercise under this provision. Nothing in this clause shall constrain the Board from exercising its rights under *N.J.S.A.* Title 18A.

As of the beginning of each school year, employees shall be entitled to the following leaves of absence with full pay each school year:

1. PERSONAL

Each employee shall be eligible for up to four (4) personal days for the purpose of conducting legal or business matters or other matters of a personal nature. Application for the four (4) days shall be made to the immediate supervisor and shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave. Personal leave may be taken at the employee's discretion under the following rules:

a. One personal day may be taken immediately before or after a recess, holiday, or vacation provided that a request for same has been filed with the Principal. The Principal will have sole discretion regarding approval based upon the amount of requests and coverage needed.

b. Personnel who have not used personal days to extend a recess, holiday, or vacation in the previous two years, will be eligible for two days as defined in item a.

Each June 30, unused personal days shall be transferred to sick days.

2. PROFESSIONAL

All employees will be encouraged to join professional educational groups/affiliations and attend meetings and seminars to enhance the employee's performances. Employees requesting leave to attend meetings and seminars designed to enhance performance must apply to the immediate supervisor prior to the date of said event, so that appropriate coverage can be arranged. The Principal has sole discretion regarding approval of such leave, based on the number of requests for leave pending and the availability of appropriate coverage.

3. PERSONAL ILLNESS

In all absences under this section exceeding five (5) consecutive school days, the employee must file a physician's certificate with the immediate supervisor.

4. ILLNESS IN FAMILY

In accordance with the Family Leave Act, an employee shall be entitled to care for the illness of a relative in the employee's immediate family or resident of the employee's household. Absences

will be allowed for a period of five (5) days per year with pay. The Principal, at his/her discretion, may request a physician's note to document the need for the absence.

5. BEREAVEMENT

Absences shall be allowed with pay for a period not to exceed five (5) school days in the event of a death in:

- The employee's immediate family,
- The employee's spouse/civil union/domestic partner's immediate family,
- The immediate family of a resident of the employee's household and resident of the employee's household.

Absences shall be permitted for an employee's civil union/domestic partner and his/her immediate family so long as the statutory requirements substantiating such a relationship are satisfied.

One (1) day will be allowed for absences to attend the funeral or memorial services for the death of a relative and/or close friend as approved by the Principal.

6. TEMPORARY MILITARY

Temporary Military time is defined as time necessary for employees called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government for a maximum of two weeks.

ARTICLE X:

EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence approved by the Board of Education without pay of up to one (1) year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps., or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accept a Fullbright Scholarship providing advance notice of one (1) year is provided to the Board of Education. All benefits will be continued if not provided for by the employing organization.

B. MATERNITY/CHILD CARE

1. At the employee's request, the Board shall grant a leave of absence for maternity disability. The employee seeking such a leave of absence for reasons associated with maternity disability shall file a written request for such leave with the Superintendent at least 120 days in advance of the anticipated date of birth of the child. Such request shall include the anticipated date of birth and a doctor's certificate.

2. The Board shall honor the paid or unpaid leave for maternity disability subject to the following conditions:

a. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume her duties.

i. No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a time lapse between that birth and her desired date of return provided she supplies a physician's certificate attesting to her ability to perform her duties as requested by the Board.

b. A maternity disability leave shall continue following the expiration of the statutory period of twenty (20) workdays if the employee's physician certifies that the employee's physical condition or capacity is such that the employee's health would be impaired if she were to return to work. Said leave shall be continued for such additional period of time as shall be deemed necessary by the employee's physician.

c. Employees returning from maternity disability leave shall be entitled to all benefits to which employees returning from other types of leaves would be entitled.

3. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected birth, nor be prevented from returning to work prior to the end of the maternity disability leave.

4. The Board shall not remove any employee from her duties due to pregnancy unless the employee is found to be medically unable to continue her duties by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board and the employee, whose opinion on medical capacity shall be final and binding.

5. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.

6. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of a maternity leave.

7. An employee adopting a child shall receive similar leave and under the same conditions as set forth for maternity leave. The leave shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption. Such leave shall be governed by the statutory and regulatory provisions of the Federal FLA and the NJ FMLA as applicable.

8. An employee seeking an unpaid leave of absence for reasons of child care shall file a written request for such leave with the Superintendent. The request shall specify therein the date

on which said employee expects to return. The Board shall honor the leave dates as requested subject to the following conditions:

a. In the case of an employee completing maternity disability leave, child care leave shall become effective immediately upon the termination of the disability period.

b. In the case of an employee adopting a child, child care leave shall commence upon receipt of custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

c. In the case of an employee requesting child care leave to care for a child, the leave shall become effective upon the date requested by the employee.

d. At the Board's discretion, child care leave for a period of up to one year after the maternity disability leave but including twelve weeks of C. 261, PL 1989, New Jersey Family Leave Act, may be granted.

e. All extensions or renewals and requests of leave shall be applied for and granted in writing.

f. Rights upon return from leave: All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, vacation eligibility, credits toward sabbatical eligibility, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE XI:

SABBATICAL LEAVES/WORK STUDY

A. PURPOSE

On the recommendation of the Superintendent, a sabbatical/work study leave may be granted to an employee by the Board of Education including study in another area of specialization, for travel, or for other reasons judged to be of value to the school system by the Board. This work study leave includes field work in a related area outside of education.

B. CONDITIONS

Sabbatical leave/work study, if granted, shall be subject to the following conditions.

1. PERCENTAGE OF TEACHERS/SUPPORT STAFF

Sabbatical leaves/work study shall be granted to a maximum of 5% of employees at any one time, at the sole discretion of the Board.

2. REQUEST

Request for sabbatical leave must be received by the Superintendent in writing prior to January 1st. Such requests shall state the purpose for which the leave is requested and outline that

benefits the district. Non-traditional sabbatical leaves will be negotiated between the employee and the Superintendent/Principal and approved by the Board of Education.

3. MINIMUM TIME TO QUALIFY

The applicant must have completed at least five (5) full school years of service in the Sussex County Technical School District.

4. PAY

Individuals approved for sabbatical leave shall be paid in accordance with the following provisions:

a. Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their yearly salary for the year that they are on sabbatical leave.

b. Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half-year that they are on sabbatical leave.

c. An employee who is approved for a sabbatical leave/work study shall return to Sussex Tech for a period of two (2) years after completion of a sabbatical leave, or return his/her compensation to the Board of Education as may be allowed by law.

d. Compensation for non-traditional sabbaticals agreed to by the Board and the employee shall be negotiated by the Association and the Board.

e. Individuals who are approved for a work study leave shall be so compensated to equal their respective salary. Any employee whose workstudy salary is greater than or equal to his/her contractual agreement shall receive no compensation from the Board of Education. Any employee whose work study salary is less than his/her contractual agreement is entitled to compensation from the Board of Education equal to the differential of the work study wages and the contractual agreement.

f. Any individual on sabbatical leave/work study shall continue to have all benefits paid for in full by the Board of Education. If an employee on a work study leave is not eligible for compensation with respect to salary (see salary guide), the Board of Education shall pay the employee's portion of his/her pension.

5. RETURN

Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level, which he/she should have achieved had he/she remained actively employed in the system during the period of absence. A detailed written report shall be submitted to the Superintendent.

ARTICLE XII:

REIMBURSEMENT FOR UNUSED SICK DAYS FOR RETIRING EMPLOYEES

A. 1. For Agreement year 2008/2009, upon retirement in the Teacher's Pension and Annuity Fund or PERS, employees who have been employed for fifteen (15) or more years by this district, and who have accumulated 120 or more sick days will be compensated at the rate of 1/200 of annual salary per day of said certified employee's current salary for each day accumulated and 1/240 of annual salary per day for each day accumulated for 12 month secretary's current salary up to \$30,000. The total payout will be equally distributed to the employee over a 5-year period.. If an employee gives notice of retirement by February 1st of the year in which the retirement will occur, payment will be made by July 15th. If said notice is not given, payment shall be made on the following January 15th.. The employee has the right to request that the first year's payout on July 15th be deposited into their 403b account. For Agreement year 2009/2010, the pay-out will be reduced to \$20,000 maximum and the employee must have 125 sick days or more. For Agreement year 2010/2011, the pay-out will be \$15,000 maximum and the employee must have 130 sick days or more. This provision does not apply to employees hired after June 30, 2005.

2. Upon retirement in the Teacher's Pension and Annuity Fund or PERS, employees who have been employed for ten (10) or more years by this district or who have been employed for fifteen (15) or more years but who have accumulated fewer than 120 sick days will be compensated at the rate of 1/200 of annual salary per day of said employee's current salary for each day accumulated day and 1/240 of annual salary per day for 12 month employees up to 50% of final year's salary not to exceed \$20,000 in 2008/2009. If an employee gives notice of retirement by February 1st of the year in which the retirement will occur, payment will be made by July 15th. If said notice is not given, payment shall be made on the following January 15th. For Agreement year 2009/2010, the pay-out shall be \$15,000 maximum. For Agreement year 2010/2011, the pay-out shall be \$10,000 maximum.

3. For the purpose of this article annual salary shall consist of the employee's base pay, incentive and longevity.

B. Employees who are employed for ten (10) or more years by this district, leave the district in good standing (no litigation against employee and has not been terminated by the Board), and do not apply to their respective Pension and Annuity Fund will be reimbursed for all accumulated sick days at the rate of 1/400 of said employee's current salary up to a maximum of \$5,000. Payment shall be made within thirty (30) days of the employee leaving the district.

C. Employees employed for less than 10 years by this Board of Education who apply to their respective Pension and Annuity Fund shall be compensated at the rate of 1/200 per day of current salary for all sick days accumulated while employed in this district up to \$5,000 maximum payment. Payment shall be made within thirty (30) days of the employee leaving the district.

D. Employees who exercise their rights under the terms and conditions of this Agreement may request to receive payment up to one year after retirement and in up to two installments.

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ARTICLE XIII:

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. CHECK IN PROCEDURES

Relevant to the safety of the students and staff, all staff members must sign in each morning by 7:30 a.m. Appropriate prior notice must be given for absences or lateness in order to maintain proper accountability. Professional staff is to sign out in the Administration Office when leaving the building and sign back in upon their return.

2. LENGTH OF DAY

The total in-school day for all teachers and instructional aides shall consist of no more than seven (7) hours beginning at 7:30 am and ending at 2:30 p.m. This will include a duty free lunch of not less than one half hour.

3. DISMISSAL TIME

Teachers and instructional aides without an Afternoon Bus Duty from 2:21 pm to 2:45 pm shall be permitted to leave at 2:30 pm, Monday through Thursday and at the close of the pupils' school day at 2:21 pm on Friday. The Superintendent reserves the right to adjust the dismissal time of all personnel when the day has been shortened.

B. TEACHING LOAD

1. INSTRUCTIONAL PLAN

Teachers shall provide daily lesson plans and plans for substitutes with daily, weekly and/or alternate plans as needed according to procedures developed by their supervisor.

2. DEFINITION OF PREPARATIONS

a. A preparation in an academic area shall be defined as a specific course designated by a separate curriculum and taught or co-taught by a certified instructor. This definition shall include the preparation needed to meet the needs of students with varying skill levels assigned to a specific course. Examples of Preps are: United States History I, United States History I Honors, Geometry, Algebra I Honors, etc.

A preparation for a shop area constitutes a 2 hour and 45 minute session which can contain freshmen and sophomores in the AM session and juniors and seniors in the PM. Together the total preps for a shop instructor based on this description is two. Certain circumstances may require a typical AM student to be in an afternoon session and/or a PM student to be in an AM session due to scheduling difficulties. This anomaly will not constitute an additional prep. For shops that are separated out by grade level, such as cosmetology, each level is to be considered a separate prep.

b. An assignment not requiring specific preparation, but which is confined to assisting students with work assigned by a content area teacher is not considered a preparation, but is considered a pupil contact period.

c. Each course taught in the 7 and 8th grade program will constitute an additional prep and is subject to compensation as outlined in B3. Teachers who have been hired primarily for Sussex Tech have the right of refusal when assigned a class for the 7 and 8 grade Charter School Program.

d. Non-teaching professional staff who are required to perform their duties for the Charter School shall be compensated as an additional pupil contact period as stated in B 3-c.

e. Compensation for courses that do not meet for the full year, but constitute a separate prep or an extra period for the time they are taught, shall be prorated accordingly.

3. NUMBER OF PREPARATIONS

a. It is understood four preparations for any teacher violates sound instructional principles. Therefore assigning teachers a fourth preparation should be avoided. It is understood extenuating circumstances may necessitate assigning a teacher a fourth preparation. The Teacher has the right to refuse such an assignment at no penalty. If the teacher chooses to accept the assignment, compensation will be at the rate of \$4,750.

b. Teachers with four preparations shall not be assigned a duty unless they volunteer to do so.

c. It is understood that seven periods for any teacher violates sound instructional principles. Therefore, assigning teachers a seventh period should be avoided. It is understood extenuating circumstances may necessitate assigning a teacher a seventh period. The teacher has the right to refuse such an assignment at no penalty. If the teacher chooses to accept the assignment, compensation will be at the rate of \$4,750.

4. DUTY ASSIGNMENTS

a. Assignments of emergency coverage for lunch duty will be made on a rotating basis by the Principal. Professional staff will be compensated at the same rate as classroom coverage.

b. Any teacher with six pupil contact periods, who is also assigned a duty of 30 minutes or less (morning cafeteria or lunch duty) will be compensated at the rate of \$2,000. Instructors with 7 teaching periods or four preps may refuse a duty assignment at no penalty. A duty coverage of 31-40 minutes (such as but not limited to, hall duty, lunch duty, computer lab supervision, library supervision and study hall) shall be compensated at the rate of \$3,000.

c. Payment for any non-teaching duty that is not outlined elsewhere in this Agreement occurring before or after school, shall be negotiated.

d. Detention -- After school detention coverage will be assigned to all professional staff on a rotating basis. No staff member will be required to serve more than three times a year. Teachers will not be required to stay alone with one student.

e. Afternoon Bus Duty coverage shall be assigned to all professional staff on a rotating basis alphabetically. No staff member shall be required to serve more than two times a year. Each rotation shall be five school days and shall be compensated at the rate of \$55.55 per five days per individual. Bus coverage shall begin at 2:21 pm and end at 2:45 pm. Bus coverage time shall be adjusted on shortened days to reflect (24) twenty-four minutes after pupils' dismissal.

f. A list of all duty assignments and emergency class coverage will be kept by the Principal with a copy to the Association at the end of each school year.

g. The Basic Skills Coordinator will not be assigned a 6 class or a duty. The Basic Skills Coordinator will be compensated for one extra period according to Section B3 in order to perform the tasks required during the school day. The Basic Skills Coordinator will also be required to work 15 days in the summer and will be compensated at a per diem rate.

5. STUDENT TEACHER

Teachers must give approval prior to being assigned student teachers.

6. SCHOOL CALENDAR

Changes in the school calendar will be a joint venture between the Superintendent and the Association. A copy of each year's school calendar will be distributed to all employees upon approval of the calendar by the Board.

7. SUBSTITUTING

a. Teachers who have more than six pupil contact periods may not be called upon to substitute for an absent colleague. They may offer to be placed on the class coverage list and be called upon and compensated according to 7-b.

b. Non-teaching professional staff and teachers with six pupil contact periods or less may be called upon to cover a class in an emergency situation. Compensation will be at a rate of \$50 per period.

c. Instructional Aides who hold a substitute teaching certificate may volunteer to substitute for an absent teacher during their duty free period and shall be compensated \$25.00 per period. If an Instructional Aide is directed to substitute teach in an emergency situation, compensation will be at the rate of \$25.00 per period.

8. MEETINGS

a. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than ten (10) minutes after the students' dismissal time. No meeting will

last more than two hours. The total after school meeting time, as covered in this article, shall not exceed 17 hours per year. A calendar of these meetings will be developed with the Association Executive Committee and given to the staff at the start of the school year. Any change in this calendar must be approved by the Association. The faculty must be given two weeks notice of the change.

b. Teachers who are required to remain after school for the purpose of the Advisory Council meeting shall be compensated at the rate of \$40 per hour.

c. PRIOR TO HOLIDAYS AND WEEKENDS

Meetings which take place after the regular work day shall not be called on Friday or the day before a holiday except in an emergency.

d. EVENING MEETINGS

Professional staff are required to attend Graduation, Senior Awards Program, Back to School Night and the Sussex Tech Open House. These events will last approximately 2 hours. Professional staff who are requested by the administration to attend additional meetings will be compensated at the contractual rate.

9. PREPARATION TIME

All certified staff members, in addition to their lunch period, shall have at least one 40-minute daily preparation period during which they shall not be assigned any other duty. Teachers who accept an additional assignment will be compensated according to the guidelines of this agreement. Non-teaching certified staff will schedule their preparation time as it best suits their needs and daily activities.

10. INSTRUCTIONAL AIDE NON-PUPIL CONTACT PERIOD

a. All Instructional Aides, in addition to their lunch period of not less than thirty minutes shall have at least one 40 minute non-pupil contact period, free from student contact, each work day.

b. If an aide is required to cover a class as an in-class support in an emergency situation during his/her non-pupil contact period, the aide shall receive additional compensation at the rate of \$25.00 per class covered.

C. CO-CURRICULAR ACTIVITIES

Teachers participating in cocurricular activities which extend beyond the regularly scheduled in-school day shall be compensated in accordance with Appendices II and III.

D. TEACHER WORK YEAR

1. The in-school work year for professional staff (other than new personnel who may be required to attend an additional day of orientation and three days of professional improvement) shall be 184 days and shall occur between September 1 and June30 of each year.

Teachers who volunteer to work specific Saturdays for the purpose of recruitment, such as Tech Trek and the Technology Challenge, shall be granted an additional personal day for each

day worked. The supervisor in charge of the activity must approve the work to be done and the hours worked. These personal days must be used within the school year; they cannot be carried over.

2. The days before Thanksgiving recess and Christmas recess will be shortened days. Teachers and staff will be dismissed at noon so that the students will receive full credit for the days.

3. Extra professional time outside of the regular school day (such as tutoring, catering school functions, and other responsibilities within an individual's area of professional certification) shall be compensated at a rate of \$40 per hour. Curriculum writing will be compensated at a flat rate of \$1,000 per curriculum.

4. On the teachers' last day of the school year, teachers who have completed all obligations are free to leave upon the completion of the sign-out procedure in accordance with the negotiated school work year.

5. INCLEMENT WEATHER

All personnel covered by this master Agreement shall not be required to report to work whenever student attendance is not required due to inclement weather.

E. PROFESSIONAL DEVELOPMENT

1. Professional development workshops built into the school calendar shall be developed by the Local Professional Development Committee (LPDC) following the requirements of district policy and NJSA 18A. Committee members whose service no longer qualifies toward meeting that individual's 100 hours of continuing education will be compensated at the rate of \$40 per hour.

2. The Board agrees to pay fees and other reasonable expenses incurred in connection with any workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher attends as part of an approved Professional Development Plan and/or is required and/or requested to attend by the administration. Said expenses shall include, but are not limited to, registration fees, transportation, materials, and lodging when such compensation is requested and approved by the Superintendent prior to the date of the session. Compensation under this article does not include courses for credit covered in Article XV B.3.

3. The Board will pay for licensing and certification fees a teacher is required to maintain (e.g.: ASE certification). The Board will also pay for courses and tests in order to maintain those licenses and certifications. This does not apply to a teacher's initial teaching certification.

4. Mentoring of new staff by certified personnel with broad teaching experience and in-depth familiarity with the district is an important component of professional development. Mentors should be certified in the subject area of the novice where possible, or a closely aligned area, and be trained in mentoring techniques. The PDC will recommend the hiring of mentors to the BOE staff from a pool of eligible volunteers. Mentors will be compensated at the rate of

\$1,500 for mentoring first year teachers, \$1,000 for mentoring second year teachers or for inducting newly hired teachers who have prior teaching experience.

F. PART-TIME TEACHERS

Part-time teachers shall be defined as those having 3 pupil contact periods. Such teachers are not entitled to the employee health benefits covered by this agreement, nor are they required to meet the obligations beyond the regular school day as outlined in this agreement, with the exception of 8th grade open-house, back-to-school-night and graduation. Teachers who have scheduled student contact assignments or other contracted responsibilities such as coordinator or supervisor in addition to at least three teaching periods are to be considered full-time employees and entitled to full benefits etc.

ARTICLE XIV:

SECRETARIAL WORK TIMES

A. TIME SCHEDULE

1. Secretaries on a twelve-month basis shall start on July 1 of each year and continue through June 30 of the succeeding year. Ten-month secretaries shall begin on September 1 and continue through June 30 of the succeeding year.

2. The required working hours for each full-time secretary during the period July 1 up to but not including the Monday before Labor Day are 6 ½ hours per day and includes the normal 45 minute lunch period. During this period, the hours will be from 8:30 a.m. to 3 p.m, unless other hours are agreed to by the employee and his/her supervisor. While summer hours are in effect, and during any given, full five-day work week during that time, support staff may elect to work four (4) full days of regular hours and have the fifth day off, provided approval is obtained from the immediate supervisor. To qualify for the shortened week, the employee may not take a vacation, personal, sick, or family illness day during said week.

3. The required working hours for each full-time secretary during the period starting the Monday before Labor Day through June 30 are 7 ½ hours per day. This includes the normal 45-minute lunch period. Each employee will be given the hours for reporting for work and the time for leaving by his/her immediate supervisor during this period. These hours will generally be between the hours of 7 a.m. and 9:30 p.m.

4. LUNCH PERIOD

All full-time office employees are entitled to a full 45-minute lunch break. Part-time employees who elect to have a lunch period as defined herein shall have the lunch period added to their workday.

5. COFFEE BREAK

The coffee break is a period of time that permits the employee to relax and enjoy the companionship and fellowship of fellow employees. Coffee and dessert may be available throughout the school year in the faculty dining room or other designated areas. A time period of

FIFTEEN (15) MINUTES is provided for a coffee break. The time schedule of coffee breaks shall be arranged by the responsible unit administrator.

6. WORKING SCHEDULE FOR PART-TIME EMPLOYEES

The work schedule for part-time employees (those working less than 37.5 hours per week) will be determined by the immediate supervisor in consultation with the employee.

B. VACATION

1. Vacation time will be earned as follows (based on a full-contract year of work):
 - a. Up to five full years of service – 12 days per year
 - b. More than five and up to fifteen full years of service - 17 days per year
 - c. Fifteen years to 20 years of service - 22 days per year
 - d. Over 20 years of service- 24 days

In addition to the vacation specified above, employees shall accrue additional vacation time using the following vacation formula:

At the end of each school year, the vacation formula for support staff shall be as follows:

SICK DAYS GIVEN	SICK DAYS TAKEN	VACATION DAYS
12	0	3.0
12	1	2.5
12	2	2.5
12	3	1.5
12	4	1.0
12	5	1.0
12	6	0.0

2. During the first year of employment, vacation will be earned at the rate of one day per month.

3. Vacation carry-over of up to eight (8) days may be permitted provided:
 - a. The employee has been recommended for re-employment.
 - b. The employee has a satisfactory evaluation.
 - c. A written request to the immediate supervisor and Superintendent is made by June 15.
 - d. Unused vacation days in excess of the carry-over will be lost if not used by June 30.

4. Secretaries leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes at the discretion of the Board of Education. Credit for the portion of a year worked will be established on the following schedule:

- a. Up to five full years of service - 1 day for each full month of service

- b. More than five and up to fifteen full years of service - 1.5 days for each full month of service
- c. Over fifteen years of service - 2 days for each full month of service; maximum of 22 days.

In no case will the above calculation be permitted to provide for more than the number of days indicated for a full year of service above.

5. Vacation time must be arranged with the immediate supervisor. If agreement cannot be reached, the Superintendent will make the final determination. Vacation time shall be taken prior to June 30 of the contract year in which the vacation is earned, except as outlined in paragraph 3. Vacation time may not be taken during the week before school begins.

6. Unpaid vacation and leave may be granted by the Superintendent upon written request.

C. OTHER AUTHORIZED ABSENCES

1. INCLEMENT WEATHER

Secretarial attendance shall not be required whenever school is closed due to inclement weather.

Secretaries will be dismissed from their duties at the same time as teachers during inclement weather days or other emergency closings.

2. NJEA CONVENTION

Support staff who are covered under this Agreement shall have the Thursday and Friday of the NJEA Convention as holidays.

D. DETERMINATION OF SALARY AND BENEFITS FOR FULL AND PART-TIME SECRETARIES

	<u>12 Month Full-Time</u>	<u>10 Month Full-Time</u>	<u>20 & over hrs per wk</u>	<u>Less than 20 hrs per wk</u>
Vacation	Article XIV	Prorate	Prorate	None
Sick Leave	Article VIII	Prorate	Prorate	None
Personal Days & Other Authorized Absences	Article IX & Article XIV	Article IX & Article XIV	Article IX & Article XIV	Prorate
Salary	Guide	10/12 of Guide	Prorate (37.5)	Prorate (37.5)
Health Benefits	Article XVII	Article XVII	Article XVII	None

E. In case of layoff of secretaries, such layoff and recall shall be by seniority.

Seniority is determined by the number of years served in the district in a position covered by this Agreement.

A reduction in hours from full- to part- time will also be determined by seniority.

Transfer within the district from a non-bargaining to a bargaining unit position will NOT occur if that transfer would necessitate "bumping" a bargaining unit support staff member.

A transfer within bargaining unit support staff positions will be made only by the Superintendent and shall be given in writing 15 working days prior to the transfer so training and job familiarity can occur.

If an opening for a non-bargaining unit support staff positions occurs, a bargaining unit support staff member may apply, but his/her seniority will be frozen.

ARTICLE XV:

SALARIES

A. SALARY GUIDE

The salary guides for the term of this agreement are attached in the appendices. The following increases shall apply to teachers, secretaries, extracurricular and coaching salaries, and are inclusive of increments:

- 2008-2009: 4.2% (retroactive to July 1, 2008 and shall include former employees who left the District since that date)
- 2009-2010: 4.05%
- 2010-2011: 3.95%

Each Instructional Aide will receive an hourly increase of \$0.65 in each of the contract years.

B. COURSE REIMBURSEMENT

1. Course approval request shall be submitted to the Superintendent as follows:

Spring Courses - January 15
Summer Courses - June 15
Fall Courses - September 15

2. All staff members are encouraged to further their education and pursue post-secondary degrees. They will be reimbursed as outlined in Section 3.

3. All staff shall be entitled to tuition reimbursement up to the per credit rate of Rutgers University.

4. To qualify for course reimbursement staff members must maintain a grade of "B" or better. Reimbursement will be made within 30 days upon receipt by the Business Administrator of proof of course completion and grade.

C. TRAINING PROGRAMS

Training programs that improve an employee's skill and is approved by the Administration shall be paid in full to include living expenses.

D. PAYDAY

Paychecks will be dispersed to all employees no later than 11 a.m. on scheduled pay days. When a pay day falls on or during school holiday, vacation, or weekends, employees shall receive their paychecks on the last previous working day.

E. PAYMENT FOR EXTRACURRICULAR STIPENDS

All employees shall be paid their co-curricular stipends in three installments as follows:

1. November 30
2. February 28/29
3. Last Working Day

F. COACHING PAYMENT

All coaches shall be paid within 20 days following notification by the Principal that they have completed their coaching assignment. Completion of coaching assignments shall be verified by the Athletic Director.

G. FINAL DAY

Each employee shall receive his final pay and the pay schedule for the following year on the last working day in June.

ARTICLE XVI:

REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee who is eligible to become a member, does not become a member of the Sussex County Vocational-Technical Education 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.

B. 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 own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee.

2. PAYROLL DEDUCTION SCHEDULE

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. MECHANICS

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

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. 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:

a. The Board gives the Association timely notice in writing of any claim, demand, suit, other form of liability in regard to which it will seek to implement this paragraph.

b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. EXCEPTION

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Boards improper execution of the obligations imposed upon it by this Article.

ARTICLE XVII:

HEALTH BENEFITS

A. HEALTH BENEFITS

The Board reserves the right to choose the carrier of these benefits, however before any decisions are made on a carrier change, the matter will be discussed with the Association.

1. All bargaining unit members shall receive employee and dependent coverage for medical, prescription and dental, paid by the Board. The insurance carrier for medical and prescription will be the School Employees Health Benefits Program (SEHBP) effective as soon

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as practicable after ratification of this agreement. If the Board changes insurance carriers in the future, the level of benefits must be equal to those provided under the then-current SEHBP.

2. A prescription fund in the amount of \$15,000 per year will be established for reimbursement to employees for prescription costs that were covered under the prior Rx plan, but are not covered under SEHBP. The fund will be pro-rated in 2008/2009 to reflect the number of months the District participates in SEHBP.

a. For Agreement years 2009/2010 and 2010/2011, the prescription fund will be divided in half for each contract year so that employees may submit receipts and documentation showing the additional out-of-pocket costs for which they are eligible for reimbursement as of the first half of the year (July 1st to December 31st). If the amounts submitted exceed a total of \$7,500 for the bargaining unit for the first half of the year, the money will be allocated proportionately. If the total amount is less than \$7,500, the unused portion will be available in the second half of the year (January 1st to June 30th) along with the remaining \$7,500. The total for each contract year shall not exceed \$15,000 and funds that remain at the end of one year will not be carried over to the next year.

b. Documentation for eligible prescription cost reimbursement incurred in the first half of the year (July 1st to December 31st) must be submitted by employees to the Business Administrator no later than January 31st. Payments will be made to employees by March 1st.

c. Documentation for eligible prescription cost reimbursement incurred in the second half of the year (January 1st to June 30th) must be submitted by employees to the Business Administrator no later than July 31st. Payments will be made to employees by September 1st.

d. Procedures and forms for the prescription fund will be mutually developed by the parties. Documentation of the distribution of the prescription fund will be provided to the Association.

e. Paragraphs 2 and 2(a) through (d) shall expire on June 30, 2011.

3. All employees shall have the option of opting-out of family coverage, adult/adult and parent/child coverage or single coverage for a stipend of \$5,000, \$3,500 or \$1,750, respectively, provided the employee's spouse/significant other has coverage or there is double coverage from the district.

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ARTICLE XVIII:

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees who authorize such deductions in writing at the beginning of each school year dues from the Sussex County Vocational-Technical Education Association, the Sussex County Education Association, the New Jersey Education Association, or the National Education Association. Such deduction shall be made in compliance with Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A. 52:14-15, 93) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Sussex County Vocational-Technical Education Association by the 15th day of each month following the monthly pay period in which the deductions were made. The Secretary of the Association shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice ninety (90) days in advance to the effective date of such change.

B. LOCAL, STATE, AND NATIONAL SERVICES

The Board agrees to deduct from employees' salaries monies from local, state and/or national association services and to transmit the monies to such Secretary of the SCVTE Association. Any teacher may have deductions discontinued as provided in Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A. 52:14-15. 9e) and rules and regulations promulgated pursuant thereto.

C. TAX SHELTERED ANNUITY

Each employee may elect to have a Tax Sheltered Annuity Plan deducted from his salary, to be administered by the Board.

D. PAYROLL SAVINGS PLAN

The Association shall have the right to designate a Credit Union, and employees may have deductions made to such organization with such election to take place once annually.

E. DISABILITY INSURANCE

The Association shall have the right to designate no more than two plans and employees may have deductions made to this organization.

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ARTICLE XIX:

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. A request to conduct subsequent negotiations shall be filed in accordance with the time line and procedures established by law. Any agreement so negotiated shall apply to all teachers, be reduced to writing and signed by the Board of Education and the Association and be adopted by the Board and the Association.

B. During its terms, this Agreement shall not be modified in whole or in part by the parties, except by a written amendment duly executed by both parties.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

D. This Agreement shall be effective July 1 2008, through June 30, 2011, subject to the right of the Association to negotiate a successor Agreement. The terms and conditions of this Agreement will remain in effect, except all members will remain on their 2010-2011 salary guide level, until a successor Agreement is ratified.

ARTICLE XX:

MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

The Board and the Association agree that there shall be 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, or marital status.

B. 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 of applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee who is a member of the Association, 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.

D. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced and cost of the expense of materials for such reproduction shall be shared by the Board and the Association. The Agreement shall be presented to all employees now employed by the Board. The Superintendent's Office will be responsible for the master copy of the Agreement.

E. RETROACTIVE CLAUSE

If an agreement is not reached by the end of the contract year(s), all employees will continue working under the terms and conditions of the contract in force until a successor Agreement is ratified. Upon ratification of the new Agreement, all terms and conditions are retroactive to July 1 of the new contract year.

F. NOTICE

Whenever any notice is required to be given by either of the parties to the Agreement to the other pursuant to the provision(s) of this Agreement either party shall do so by telegram or registered letter at the following addresses:

If the Association:


The Board at
105 North Church Road
Sparta, New Jersey 07871

If by the Board:

The Association at
105 North Church Road
Sparta, New Jersey 07871

SIGNATURE PAGE

Sussex County Vocational-
Technical Education
Association, Inc.

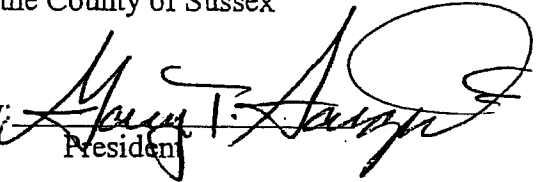
By: 
President

Date: June 19, 2009

By: Laura D Galantino
Secretary

Date: June 19, 2009

Board of Education of the
Vocational-Technical School
in the County of Sussex

By: 
President

Date: June 19, 2009

By: Robert M. Clark
Secretary

Date: 6/19/09

APPENDIX I

1. CERTIFIED STAFF SALARY GUIDE

Each certified staff member will enter the new guide one step above their current placement and move up one step each year.

2. LONGEVITY

Beginning with the 2005-2006 school year and each year thereafter, any employee with 10 continuous completed years of service in this district will have \$ 1,000 added to their base salary. Employees with fifteen (15) completed years of service will receive \$1,200 added to their base salary. Employees with twenty (20) completed years of service will receive \$1,400 added to their base salary. Employees with twenty-five (25) completed years of service will receive \$1,600 added to their base salary. Employees with thirty (30) completed years of service will receive \$ 1,800 added to their base salary. Payment shall be equal amounts paid over a 10-month period. Payment shall commence upon the anniversary date of employment for each employee and be pro-rated.

3. INCENTIVE GUIDE

Once a Bachelor's Degree has been achieved, the courses taken for inclusion on the Incentive Guide must be graduate courses. These may be taken outside one's area of expertise. Graduate credits not leading to a degree qualify for inclusion.

Payment for employees on the Incentive Guide shall commence at the beginning of each contract year and will not be prorated.

Shop Instructors:

Voc Cert + BA + 15:	\$1,700
Voc Cert + MA:	3,400
Voc Cert + MA + 30:	3,800
MA + 45:	4,200

Academic Instructors:

MA:	\$3,400
MA + 3:	3,800
MA + 45:	4,200

②

Certified Staff Salary Guide

Level	2008 – 2009	2009 – 2010	2010 – 2011
1	46,145	47,395	48,790
2	46,645	47,895	49,290
3	47,500	48,395	49,790
4	48,355	49,250	50,290
5	49,210	50,105	51,145
6	50,065	50,960	52,000
7	50,920	51,815	52,855
8	51,770	52,665	53,705
9	52,980	53,875	54,915
10	54,690	55,585	56,625
11	57,540	58,435	59,476
12	61,090	61,725	62,615
13	64,640	65,065	65,805
14	68,190	68,455	69,045
15	71,740	71,895	72,335
16	75,290	75,385	75,675
17	78,890	78,925	79,065
18	82,511	82,511	82,511
19	84,211	84,211	84,211
20	87,833	85,911	85,911
21	91,456	89,533	87,611
22	95,077	93,156	91,233
23		96,777	94,856
24			98,477

②

APPENDIX II: COACHING GUIDE

2008 – 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	5,010	5,795	6,024	7,048	7,789
Basketball	5,010	5,795	6,024	7,048	7,789
Wrestling	5,010	5,795	6,024	7,048	7,789
Baseball	5,010	5,795	6,024	7,048	7,789
Softball	5,010	5,795	6,024	7,048	7,789
Track	5,010	5,795	6,024	7,048	7,789
Swimming	5,010	5,795	6,024	7,048	7,789
Soccer	5,010	5,795	6,024	7,048	7,789
Cross Country	3,543	3,855	4,064	4,793	5,418
Tennis	3,543	3,855	4,064	4,793	5,418
Bowling	3,543	3,855	4,064	4,793	5,418
Fall Cheerleading	3,543	3,855	4,064	4,793	5,418
Winter Cheerleading	3,543	3,855	4,064	4,793	5,418
Asst Football	3,252	3,765	3,786	4,583	5,068
Asst Basketball	3,252	3,765	3,786	4,583	5,068
Asst Tennis	2,188	2,447	2,605	2,979	3,334
Asst Wrestling	3,252	3,765	3,786	4,583	5,068
Asst Baseball	3,252	3,765	3,786	4,583	5,068
Asst Softball	3,252	3,765	3,786	4,583	5,068
Asst Track	3,252	3,765	3,786	4,583	5,068
Asst Swimming	3,252	3,765	3,786	4,583	5,068
Asst Soccer	3,252	3,765	3,786	4,583	5,068
Golf	3,252	3,765	3,786	4,583	5,068

2009 - 2010

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	5,213	6,030	6,268	7,333	8,104
Basketball	5,213	6,030	6,268	7,333	8,104
Wrestling	5,213	6,030	6,268	7,333	8,104
Baseball	5,213	6,030	6,268	7,333	8,104
Softball	5,213	6,030	6,268	7,333	8,104
Track	5,213	6,030	6,268	7,333	8,104
Swimming	5,213	6,030	6,268	7,333	8,104
Soccer	5,213	6,030	6,268	7,333	8,104
Cross Country	3,686	4,011	4,229	4,987	5,637
Tennis	3,686	4,011	4,229	4,987	5,637
Bowling	3,686	4,011	4,229	4,987	5,637
Fall Cheerleading	3,686	4,011	4,229	4,987	5,637
Winter Cheerleading	3,686	4,011	4,229	4,987	5,637
Asst Football	3,384	3,917	3,939	4,769	5,273
Asst Basketball	3,384	3,917	3,939	4,769	5,273
Asst Tennis	2,277	2,546	2,711	3,100	3,469
Asst Wrestling	3,384	3,917	3,939	4,769	5,273
Asst Baseball	3,384	3,917	3,939	4,769	5,273
Asst Softball	3,384	3,917	3,939	4,769	5,273
Asst Track	3,384	3,917	3,939	4,769	5,273
Asst Swimming	3,384	3,917	3,939	4,769	5,273
Asst Soccer	3,384	3,917	3,939	4,769	5,273
Golf	3,384	3,917	3,939	4,769	5,273

2010 - 2011

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	5,419	6,268	6,516	7,623	8,424
Basketball	5,419	6,268	6,516	7,623	8,424
Wrestling	5,419	6,268	6,516	7,623	8,424
Baseball	5,419	6,268	6,516	7,623	8,424
Softball	5,419	6,268	6,516	7,623	8,424
Track	5,419	6,268	6,516	7,623	8,424
Swimming	5,419	6,268	6,516	7,623	8,424
Soccer	5,419	6,268	6,516	7,623	8,424
Cross Country	3,832	4,169	4,396	5,184	5,860
Tennis	3,832	4,169	4,396	5,184	5,860
Bowling	3,832	4,169	4,396	5,184	5,860
Fall Cheerleading	3,832	4,169	4,396	5,184	5,860
Winter Cheerleading	3,832	4,169	4,396	5,184	5,860
Asst Football	3,518	4,072	4,095	4,957	5,481
Asst Basketball	3,518	4,072	4,095	4,957	5,481
Asst Tennis	2,367	2,647	2,818	3,222	3,606
Asst Wrestling	3,518	4,072	4,095	4,957	5,481
Asst Baseball	3,518	4,072	4,095	4,957	5,481
Asst Softball	3,518	4,072	4,095	4,957	5,481
Asst Track	3,518	4,072	4,095	4,957	5,481
Asst Swimming	3,518	4,072	4,095	4,957	5,481
Asst Soccer	3,518	4,072	4,095	4,957	5,481
Golf	3,518	4,072	4,095	4,957	5,481

APPENDIX III: EXTRACURRICULAR GUIDE

	2008 – 2009	2009 – 2010	2010 – 2011
Foreign Language NHS	1,569	1,633	1,698
Quill Advisor	1,932	2,010	2,089
Newspaper Advisor	1,932	2,010	2,089
Yearbook Advisor	7,485	7,788	8,096
Student Council Advisor	6,519	6,783	7,051
Senior Class Advisor	3,864	4,020	4,179
Junior Class Advisor	3,380	3,517	3,656
Sophomore Class Advisor	3,019	3,141	3,265
Freshman Class Advisor	3,019	3,141	3,265
FFA Advisor	2,535	2,638	2,742
Varsity Club Advisor	2,535	2,638	2,742
National Honor Society	2,535	2,638	2,742
Peer Counseling Advisor	2,173	2,261	2,350
Affirmative Action Officer	2,898	3,015	3,134
Public Relations Editor	2,293	2,386	2,480
Stop DWI Advisor	1,690	1,758	1,827
Key Club Advisor	2,535	2,638	2,742
Stage Advisor	2,535	2,638	2,742
Ski Club Advisor	1,208	1,257	1,307
Environmental Science Club	1,208	1,257	1,307
Skills USA Advisor	2,345*	2,440*	2,536*
Math League	1,932	2,010	2,089
Spanish Culture Club	1,690	1,758	1,827

*per person

APPENDIX IV: SECRETARIAL SALARY GUIDE

1. Each secretary will enter the guide one step above their current placement and move up one step each year.
2. Beginning with the 2005-2006 school year and each year thereafter, any support staff member with 10 continuous completed years of service in this district will have \$1,000 added to their base salary. Employees with fifteen (15) completed years of service will receive \$1,200 added to their base salary. Employees with twenty (20) completed years of service will receive \$1,400 added to their base salary. Employees with twenty-five (25) completed years of service will receive \$1,600 added to their base salary. Employees with thirty (30) completed years of service will receive \$1,800 added to their base salary. Payment shall be equal amounts paid over a 10-month period. Payment shall commence upon the anniversary date of employment for each employee and be pro-rated
3. Ten Month Secretaries-- 10/12ths of step.
4. New part-time secretarial employees will have their wages calculated by first determining their projected full time salary then dividing that salary by the appropriate number of hours to be work. (Full-time salary divided by 240 days = daily rate divided by 7.5 hours = hourly rate.)
5. Current part-time hourly secretarial employees hired full time will have their salary negotiated with the Association and placed on the secretarial salary guide at a level with employees of equal school secretarial experience.

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Secretarial Salary Guide

Level	2008 – 2009	2009 – 2010	2010 – 2011
1	30,146	31,231	32,416
2	31,246	32,281	33,416
3	32,346	33,331	34,416
4	33,446	34,381	35,416
5	34,546	35,431	36,416
6	35,646	36,481	37,416
7	36,746	37,531	38,416
8	37,846	38,581	39,416
9	38,946	39,631	40,416
10	40,046	40,581	41,416
11	40,706	41,731	42,416
12	42,246	42,431	43,416
13	43,491	43,571	44,216
14		45,091	45,271
15			46,691