

ARTICLE I

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

Titles:

Classroom Teachers	Occupational Therapists
Basic Skills Instructors	Physical Therapists
Psychologists	E.S.L. Instructors
Learning Disability Specialists	Co-curricular Positions
Supplemental Teachers	Reading Teachers
Custodians	Librarians
Speech/Language Pathologists	Maintenance Workers
Guidance Counselors	Head Custodians
Social Workers	District Messenger
Nurses	Campus Monitors
Coordinators (Grade Level and Area)	Regular Part-time Employees:*
Bedside Tutors	P/T office workers
Full-Time/PT Building Aides	P/T custodial workers
Secretaries	P/T maintenance workers
Summer School Teachers	

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

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

- B. Such recognition is contingent upon the presentation of a notarized list of employees designating the Association as the representative for collective negotiations for terms and conditions of employment. Authorization cards will be made available to the Board/Superintendent upon request.
- C. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement, shall refer to all contracted employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.
- D. Unless otherwise indicated, the term "certified" (e.g.: teacher), when used in this Agreement, shall refer to all those employees covered by this agreement who are required to hold appropriate certificates issued by the State Board of Examiners.

- E. Unless otherwise indicated, the term non-certified (e.g.: support staff), when used in this Agreement, shall refer to all those employees covered by this agreement who are not required to hold appropriate certificates issued by the State Board of Examiners.
- F. The parties agree that the VTEA's representation of building coordinators, bedside tutors, summer part-time office workers, summer custodial/maintenance workers and summer school teachers is for the sole purpose of bargaining over salary.
- G. Additional monetary benefits, (i.e., tuition reimbursement) may be extended to part-time employees at the discretion of the superintendent and the Board of Education.
- H. The parties agree that the VTEA shall have no right to bargain over the appointment, abolition of position, or termination of staff in these positions, and that the Board may appoint, terminate, or not renew persons in these positions in its sole discretion except as provided by external law.
- I. All employees working in the "Board of Education" Offices will be classified as confidential, and shall be excluded from this Collective Bargaining Agreement, and membership in the local education association with the exception of the District Messenger. The position of district maintenance supervisor shall also be excluded from this Agreement.

ARTICLE II  
SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with state laws and regulations in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 15th of the school year in which this contract expires, unless both parties agree in writing to waive this provision. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, such proposals will not be binding until ratified by the Association and by the Board.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- D. Performance of Agreement: Nothing in this agreement is intended to illegally modify, deny or violate existing laws and statutes of the State or rulings of the Commissioner of Education. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
- E. This Agreement constitutes the entire Agreement between the Board of Education and the Vernon Township Education Association and settles all demands and issues with respect to all matters subject to negotiations for the duration of the Agreement. This agreement shall not be altered, amended or changed except in writing after mutual agreement of the parties. Neither the Board nor the Association waives any rights or powers granted it by law.
- F. It is understood and agreed that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administration policies, rules and regulations consistent with the terms of this Agreement. It is understood and agreed that nothing stated in the preceding section of this article will modify, alter or eliminate this paragraph.

ARTICLE III  
REPRESENTATION FEE

- A. Purpose - If an employee does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law, which is currently based on 85% of the active membership fee for N.J.E.A..
- C. Deduction and Transmission of Fee
1. Notification - On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.
  2. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
  3. Termination of Employment - If an employee who is required to pay a representation fee terminates their employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check to said employee during the membership year in question.
  4. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  5. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee. Such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

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

ARTICLE IV  
RESPONSIBILITIES OF THE BOARD OF EDUCATION

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

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

ARTICLE V  
GRIEVANCE PROCEDURE

A. Definitions

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

## B. Purpose

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

## C. Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievance/s - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and could result in irreparable harm to a party, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Such revisions to be the result of mutual agreement.
3. Timelines - To be considered, a grievance must be initiated by the "aggrieved" within fifteen (15) school days of its alleged occurrence, or fifteen (15) school days within which the "aggrieved" knows or should have known of the event or action upon which the grievance is based if the alleged occurrence takes place between September 1 and June 30. Timelines for grievances that may occur during the months of July and August will be set forth through mutual agreement.
4. In levels two through six all correspondence as mentioned above is to be sent certified mail with return receipt requested, or if transmitted otherwise, a receipt of transmittal is required.

5. Because of special/personal circumstances of the parties in interest, it may, on rare occasions, be proper to present a grievance to the next higher level on the line of procedure so long as the level deleted is informed of the action in writing and the rationale.
6. Any party may be advised or represented at all levels, including hearings, of the grievance procedure by themselves, or at their option by a representative of the aggrieved's choosing at the aggrieved's expense. (It is to be understood that representation for the aggrieved, which has been authorized and approved for payment by the Association, is at the Association expense. Also, it is to be understood that if contacted, the association may determine that, based upon conformity with definitions in Section A, a grievance may be filed as a class action grievance).
- 7) To assure the Association its rights as an authorized majority representative once a grievance is reduced to writing, (Level 1 on), a copy of the grievance document shall be filed at all levels with the association chairperson of the PR&R Committee (or Executive Council) by the aggrieved party. It is understood that this filing is for the purpose of information and monitoring only, and the Association is precluded from any involvement or intervention unless requested to act as a representative, or unless at level 4, or unless there is a matter inconsistent with the terms of this agreement. When an aggrieved individual requests the presence of a certified Association member at a meeting, such meetings will be mutually arranged and may be during school hours or after school. At no time shall the district grant coverage credit to the aggrieved member or to the individual serving as representative should such meetings require coverage unless the meeting is requested by the district.
- 8) **Level 1 - Informal Resolution**  
  
Any employee who has a grievance or complaint shall discuss it first with their principal and immediate supervisor, if applicable, in an attempt to resolve the matter.
- 9) **Level 2 - Principal's Level**
  - a) If the matter is not resolved to the satisfaction of the aggrieved employee, they shall set forth their complaint in writing to their principal (re: C-3 procedure). This written filing initiates the grievance.
  - b) The principal shall communicate his or her decision to the aggrieved in writing within nine (9) school days of receipt of the written complaint.

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

10) **Level 3 - Superintendent's Level**

- a) If the grievance is not resolved to the aggrieved's satisfaction, they may appeal the principal's decision to the Superintendent of Schools within seven (7) school days. Within a period of not more than seven (7) school days of receipt of the written complaint, the Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the "aggrieved".
- b) If such a written reply is not forthcoming within the time specified, then at the option of the aggrieved the grievance may move to the next level. If this occurs, the aggrieved should so note on the grievance documents.

11) **Level 4 - Association Review Level**

- a) If the grievance has not been settled after reaching the Superintendent, the grievance will be referred in writing to the Professional Rights and Responsibilities Committee of the Association (or the Executive Council) for consideration within a period of seven (7) school days of receipt of the Superintendent's reply.
- b) The committee will make a determination within seven (7) school days of receipt of the written complaint, and promptly notify the aggrieved in writing of that determination.
- c) If a written reply is not forthcoming from the PR&R committee within seven (7) school days, then at the option of the aggrieved the grievance may move to the next level. If this occurs, the aggrieved should so note on the grievance documents.
- d) If the PR&R Committee (or Executive Council) determines not to support the grievance, the aggrieved will be notified in writing and have the individual choice to appeal within seven (7) school days to the Board. Such action shall be noted in the grievance document.

12) **Level 5 - Board Level**

- a) If the PR&R Committee (or Executive Council) determines a grievance has or may have merit, then it shall recommend to the aggrieved party to present the grievance in writing to the Board within seven (7) school days of having made this determination. (This means a total of 14 school days from the

time of the Superintendent's reply to an appeal to the Board level--seven (7) days for the PR&R Committee to review, and then if positively reviewed, seven (7) school days to forward the grievance to the Board level.)

- b) If the PR&R Committee determines not to support the grievance, the aggrieved will be notified in writing and have the individual choice to appeal within seven (7) school days to the Board, provided the aggrieved has gone through all levels specified and that the PR&R Committee is informed concurrently. Such action should be noted on the grievance document.
- c) After review the Board will reply in writing to the "aggrieved" specifying the Board's decision. Duplicate copies are to be sent to the superintendent and the PR&R Committee (or Executive Council) concurrently. The Board has ten (10) school days to review and act after receipt of the grievance, unless the Board has no scheduled meetings. In that event, the Board has up to five (5) school days after the next scheduled Board meeting to review and act upon the grievance.
- d) If the Board does not act or send a written reply within the time specified, then at the option of the aggrieved, the grievance may move to the next level. If this occurs, it must be noted in writing on the grievance document.

13) **Level 6 - Arbitration - Binding**

- a) If the aggrieved person is not satisfied with the disposition of their grievance at Board level or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the aggrieved may, within five (5) school days after a decision by the Board, or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the chairperson of the PR&R Committee (or Executive Committee) submit their grievance to arbitration. Failure to do so shall waive the grievance.
- b) If the PR&R Committee (or Executive Council) determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person; failure to do so shall waive the grievance.
- c) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator. The agreed upon arbitrator must commit in the specified period of time. A request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- d) All arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association, regardless of the method used to select the arbitrator. The decision of the arbitrator shall be submitted to the Board and the Association.
  - e) The costs for the services of the arbitrator, including per diem expenses, and actual and necessary travel and subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 14) In the event of binding arbitration, a formal hearing will be held within the following guidelines:
- a) All testimony to be sworn.
  - b) All proceedings at the time of arbitration are to be recorded in full either by a court stenographer or by tape recorder--as to be agreed upon, with any costs shared equally. The cost of any transcription is to be paid by the party requesting such transcribing. (Recording technique by mutual agreement)
  - c) An arbitrator is to be selected through the American Arbitration Association.
  - d) The following listing describes inclusions and exclusions to binding arbitration:
    - 1) Article I - not subject to binding arbitration
    - 2) Article II - is subject to binding arbitration
    - 3) Article III - not subject to binding arbitration
    - 4) Article IV - not subject to binding arbitration
    - 5) Article V - only procedures specified in section "c" of this article subject to binding arbitration. Decisions, rulings, hearings in content not subject to binding arbitration
    - 6) Article VI - is subject to binding arbitration
    - 7) Article VII - is subject to binding arbitration
    - 8) Article VIII - is subject to binding arbitration
    - 9) Article IX - decisions and judgments not subject to grievance procedures described subject to binding arbitration
    - 10) Article X - Clauses E,F,G,H, are not subject to binding arbitration.
    - 11) Article XI - Clause "A" is subject to binding arbitration
    - 12) Article XII - is subject to binding arbitration except for "D"
    - 13) Article XIII - not subject to binding arbitration
    - 14) Article XIV - is subject to binding arbitration
    - 15) Article XV - is subject to binding arbitration
    - 16) Article XVI - not subject to binding arbitration

- 17) Article XVII - is subject to binding arbitration
- 18) Article XVIII - is subject to binding arbitration
- 19) Article XIX - is subject to binding arbitration
- 20) Article XX - is subject to binding arbitration

e) Only specified articles, as contained within the written agreement, are subject to the grievance procedure in keeping with the definition of grievance specified at the start of this article. Any matter relative to Board of Education policy making prerogatives or administrative decisions are not to be subject to binding arbitration.

D. Miscellaneous

- 1. Any party involved may appeal to the Commissioner of Education, State Board of Education, or Courts of Law, (including a decision of an arbitrator--whether under binding or advisory arbitration)
- 2. No reprisals of any kind shall be taken by the association, board, or administration either individually or collectively, against any party in interest, or any involved individual in the grievance procedure by reason of such participation.
- 3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Documents will be identified by school year and sequential number.
- 4. Format for filing grievances will be uniform and will be planned cooperatively by the superintendent and/or designee and the PR&R Committee and/or designee.

ARTICLE VI  
EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

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

- G. The association as a private organization, will have the right to request use of school buildings and grounds in keeping with applicable laws, rules, and Board policies. All such requests shall fully conform to the aforementioned, with the understanding that there will be no preferential treatment granted to the association in matters of such requests. The association may request use of duplicating equipment provided that all materials are fully provided by the association.
- H. The association may purchase and pay for the installation of a reasonably sized bulletin board to be placed at one location in each school building; either the faculty room or faculty dining area. Copies of any and all items to be posted must be filed with the building principal and the superintendent. Further, the VTEA will not use the schools as a corporate mailing address.
- I. Since membership in the association and holding office in the association is an individual right of employees and not within the control of the Board, it is noted that such membership, and/or holding any office in the association, shall in no way grant any preference, favoritism, or special consideration in employee assignments, so as in any way discriminate against another employee whether association member or not as identified under Article I. The President of the Association, however, shall be afforded within the work day, an appropriate amount of time, as administratively and operationally feasible, to attend to V.T.E.A./district matters, as determined by the superintendent.
- J. The rights and privileges of the association and its representatives, as set forth in this agreement, are granted to the association as the authorized representative of the employee identified in Article I.
- K. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VII  
EMPLOYEE WORK YEAR

- A. Certified employees: The instructional work year shall conform to New Jersey Statutes regarding the school year, between September 1st and June 30<sup>th</sup>, and shall number 184 days.
- B. The instructional work year for certified staff includes orientation days, instructional days and staff development days except for two (2) additional days for persons newly hired and except in the case of opening a new school in the district where all employees of that school will be expected to be present for two (2) orientation days.
- C. Regarding the NJEA convention:
  - 1. Certified employees: Employees are encouraged to attend the convention or engage in appropriate professional activities.
  - 2. Non-certified staff: The current practice with respect to the attendance of non-certified staff at the NJEA convention shall be continued. That is, non-certified staff are required to provide to their principal/supervisor upon their return from the convention a certificate of attendance that they in fact attended the convention on the day that they were scheduled to work.
- D. Delayed Opening: If the school opening is delayed on a specific day because of an emergency; i.e. inclement weather, etc.,
  - 1. Certified employees: Primary school employees shall arrive ten (10) minutes before the scheduled student arrival time and Middle and High shall arrive five (5) minutes before the scheduled arrival time. The above does not apply to any delay of student arrival time for reasons of other school or district functions; i.e. meetings, exams, conferences, in-service days, etc.
  - 2. Non-certified: (excluding custodial and maintenance personnel) Expected time of arrival for non-certified staff (Aides, Secretaries, Campus Monitors) will be the "amount of delay" from their normal starting time.
- E. Child Study Team: The certified employee work year for the Child Study Team employees including but not limited to psychologists, social workers, and learning disabilities teacher consultants, shall include, at the superintendent's discretion, one additional working month compensated at the rate of 10% base salary of the school year starting July 1st. Summer staffing needs will be determined by the following criteria: one member from each of the existing child study teams with one member from each of the three disciplines represented: school psychologist, school social worker, and LDTC. Upon meeting these criteria, the district will follow a voluntary, seniority and rotationally based method to complete the team. Additionally, two of the four weeks worked in the summer shall be the last two weeks prior to the beginning of the ensuing school year. The parties hereby agree that the Board

may hire additional child study team members to work on a per assessment basis during the summer at the current rate based upon the needs of the district.

F. Non-certified Work Year:

1. Twelve month employees: will work from July 1st to the following June 30th, except on the Board approved 13 paid holidays and any other days missed due to the use of accrued benefits.
2. Ten-month employees: will work all week days except holidays between September 1st and June 30th.
3. Building Aides & Campus Monitors: The work year for building aides and campus monitors shall be the same as the student school year.

ARTICLE VIII  
EMPLOYMENT HOURS

CERTIFIED EMPLOYEES

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

1. Check-in procedure: Personnel shall indicate their presence in school by placing a check mark adjacent to their name.
2. Arrival and dismissal time:
  - a. High School: Employees will report for duty five minutes before student arrival time and shall be permitted to leave ten (10) minutes after student dismissal. The above will increase instructional time by ten (10) minutes per day effective with this contract.
  - b. Middle School: Employees will report for duty five (5) minutes before student arrival time and shall be permitted to leave twenty (20) minutes after student dismissal. A five (5) minute earlier student arrival time and adjustments with the schedule internally will increase instructional time by ten (10) minutes per day effective with this contract.
  - c. Primary School: Employees will report for duty ten (10) minutes before student arrival time and shall be permitted to leave twenty (20) minutes after student dismissal.

High School: 7 hrs. 15 mins.                      Middle Schools: 7 hrs. 10 mins.  
Primary Schools: 7 hrs.

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

3. Lunch: Employees shall be scheduled for a forty minute lunch period guaranteed free from assigned duties. Employees may leave their assigned building without requesting permission during their scheduled lunch periods, provided they inform the office of their leaving and return by signing the desk register. Employees may leave at any other time with permission of their building principal and shall conform to the same procedure.
4. Teachers who travel from building to building will receive twenty (20) minutes travel time between buildings.

B. Instructional Scheduling:

1. High School:

- a) High School Regular: High school personnel shall be assigned 25 teaching periods, 5 assigned duty periods per week and daily homeroom duty periods.
- b) High School Six: When it is necessary to add one additional teaching period assignment to a teacher's schedule due to special circumstances and hiring a teacher to teach one period is not feasible, a teacher may volunteer to teach this extra period throughout the entire year. This teacher will be compensated for 180 days at 1/200 of the teacher's annual salary based on thirty-six (36) five (5) day weeks that they teach the sixth class (actual classes taught). In the event that the teacher teaches the sixth class less than 180 days, they will be paid their per diem rate for each five (5) day week (or any part thereof) they teach the sixth class.
- c) High School Science: High school science teachers who are assigned additional laboratory periods over and beyond 25 teaching periods per week will have no more than two lab periods assigned per week. In consideration for the teaching of these additional periods the following procedures shall be in effect: teachers who accept the assignment of 27 periods per week (2 lab periods, 3 non-lab periods) shall be compensated by having 3 duty-free periods per week in addition to regularly scheduled preparation periods and duty free lunch periods. Teachers who accept a teaching assignment of 4 laboratory periods per day (24 lab periods per week) shall be assigned 6 duty periods per week in addition to 5 preparation periods and 5 lunch periods. Teachers in the science department may volunteer for the preparation coverage roster.

2. Middle School:

Middle school personnel will be assigned as follows:

- a) Middle School Regular: Five (5) teaching periods per day, one duty period, morning and afternoon homeroom, one "enrichment" duty period per day in addition to their regularly scheduled duty-free lunch and preparation period. Teachers assigned to the enrichment period duty shall not be responsible for grading papers, assigning homework, or preparing lessons during this period. Teachers who are not assigned homerooms shall have morning and afternoon bus duty under this type of schedule.
- b) Middle School Six: When it is necessary to add one additional teaching period assignment to a teacher's schedule due to a unique or extraordinary circumstance, and hiring a teacher to teach one period is not feasible, a teacher may volunteer to give up their prep period to teach this extra period

throughout the entire year. This teacher will be compensated for 180 days at 1/200 of the teacher's annual salary based on thirty-six (36) five (5) day weeks that they teach the sixth class (actual classes taught). In the event that the teacher teaches the sixth class less than 180 days, they will be paid their per diem rate for each five (5) day week (or any part thereof) they teach the sixth class.

c) Middle School Six/Special: Certain middle school personnel (physical education, health, art, home economics, music, technology, librarians, computer, special education, speech and language, and basic skills) shall be assigned as follows (if they teach six teaching periods): Six (6) teaching periods per day, two (2) preparation periods in addition to a duty free lunch. Teachers with this type of schedule shall be assigned A.M. and/or P.M. duty. The teachers' work day shall be consistent with Section A-2 of the Article.

3. Primary School: Primary school personnel (grades Pre K-4) will fulfill the normal expectations of a self-contained class. All primary school personnel shall receive not less than a forty (40) minute continuous preparation period per day. Special area teachers who teach six or more classes per day shall have A.M. and/or P.M. bus duty. **This committee will reconvene annually in a timely manner to discuss issues regarding scheduling.**

During world language instruction, computer instruction, and guidance instruction, classroom teachers shall not be required to remain with their students. Substitutes will be hired when the above specialty teachers are absent. In addition, full-time special area K-4 teachers will be relieved of one duty assignment per week (from such current assignments as corridor duty, cafeteria duty, bus duty, walk-run duty, playground duty, etc.) so that these full-time special area K-4 teachers shall have one additional prep period per week. Rotational playground duty for classroom teachers shall provide additional relief time. There shall be established a "Primary School Committee", which will include the three primary school principals, at least 2 teachers from each school (which shall include at least one special teacher from each school), and a VTEA designee from each school, to discuss equity issues regarding scheduling, duties, etc.).

C. **Compensatory Time: The administration may, in its sole prerogative, require certified employees to attend no more than three evening meetings or events per school year to provide specific services related to their roles as educators. Employees who may be assigned to evening work under this subsection include child study team members, guidance counselors and student assistance counselors. In exchange, the employee shall earn compensatory time of at least 4 hours. This compensatory time must be used by the employee within sixty (60) school days of its having been earned, unless otherwise approved by the superintendent, or the employee will lose the right to use the compensatory time for time. Employees must provide at least 10 days notice to**

**the administration of their intention to utilize the compensatory time. Compensatory time accrued pursuant to this paragraph may not be used by certified staff on a day before or after a schedule district recess. The additional evening meetings provided for in this article are separate and distinct from the provisions in Article VIII, E, 1, 2 & 3, which apply to any additional evening meetings for all certified staff.**

D. Faculty Meetings:

- a) Scheduled faculty meetings shall be held preferably on Mondays, but not on Fridays, at the discretion of the principal, to be announced yearly in September. **These meetings shall conclude no later than sixty (60) minutes after the regularly scheduled student dismissal.** Faculty meetings shall not be held on days of school-wide required evening attendance.
- b) Emergency meetings beyond the length of the school day (A-2) relating to specific instructional problems or a general operational problem will be called as needed.

E. Evening Meetings:

- 1) All faculty will attend one Back-to-School Night as scheduled and on this day and the other five evening assignments, faculty will be permitted to leave immediately after student dismissal and normal bus departure.
- 2) Evening assignments: Personnel may be required to attend no more than five (5) evening assignments or meetings each school year without additional compensation. (Does not include the one Back to School Night.) Additional back-to-school nights attended by personnel due to multiple building assignments shall be counted towards the regular required evening assignments.
- 3) Personnel who are required to attend more than five (5) evening assignments, not including the one Back-to-School Night, shall be compensated \$30.00 for each additional assignment. **Examples: Music teachers, Foreign Language, Primary computer, Speech Therapist and others who travel between schools.**

F. Extension of Instructional Program/Field Trips

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

- 2) It is understood that, based upon such completion and written approval, such instructional extensions are considered as part of the regular school day and school operation, similar to functions held at the school site or in school buildings and as such are covered by liability insurance as stipulated by law and designated in such insurance contracts and policies.
- 3) In keeping with established practices, such extensions have correlation to the school program and for the most part are initiated by persons performing teaching duties. Such extensions are to be planned to fall within reasonable time commitments. Responsibility regarding such commitments fall upon the person initiating such an instructional request. Such instructional extensions should be planned keeping in mind the need to provide for the supervision and safety of students concerned and appropriate adult supervision.
- 4) Employees who accompany students on multi-day trips involving over-night stays shall receive break time of a minimum of two hours during the day and a minimum of two hours in the evening, except in cases of emergency as deemed necessary by the person in charge of the overnight trip, and employees shall be compensated at the then prevailing substitute teacher rate for each overnight stay.

G. Planning and Preparation:

- 1) Teaching faculty will develop plans reflecting district philosophy and course of study as established by the Board of Education. **These plans are to reflect timely and meaningful daily or unit preparation.** Included in such plans shall be special substitute teaching plans (daily/weekly, etc., as needed).
- 2) Each full time teacher shall have a minimum of forty minutes continuous preparation period each day. The guarantee of a forty minute preparation period shall not apply in the event of abbreviated school days, such as delayed openings, early dismissal, half-day schedule, etc. The practice of using a regular teacher as a substitute thereby depriving them of their preparation period is undesirable. In those cases where substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation period. A list of teachers who are willing to act as substitutes for class coverage during their preparation periods shall be developed at the beginning of the school year. This list is strictly voluntary. Teachers reserve the right to add or delete their names from this list at any time. Should the list of available volunteers be exhausted, the administrator may assign teachers from their preparation period. Teachers who volunteer or are assigned to class coverage, thereby losing their preparation period, will be compensated 1/200 per diem of that teacher's base salary after nine (9) class coverages of 40 minutes. (Fractions of a period for a minimum of 20 minutes each are to be credited until 40 minutes are accumulated for one class coverage.) These coverages are accumulative and will be carried over to subsequent school years. Teachers will not be taken from duty periods to substitute for class coverage. The above procedure will be carried

out on a rotational basis without bias or prejudice. Forms for credit for coverages shall be available in the principal's office.

H. Co-Curricular Scheduling

- 1) For any persons holding paid, co-curricular activities beyond the school day, such payment precludes additional consideration in time scheduling unless such scheduling is at the convenience of the district as determined by the school administration.
- 2) It is to be understood that there will be no preferential treatment granted on the basis of assignments or activities.

NON-CERTIFIED:

- A. Non-certified staff required to attend any evening activity which is not part of their normal work shift shall, at their option, earn either time-and-a-half for the actual time spent attending such activity or a minimum of two hours compensatory time. This choice shall be made by the employee prior to the employee's attendance at the activity. If the non-certified employee opts for compensatory time, said compensatory time will be used consistent with the provisions and limitations of paragraph C.
- B. Overtime: Overtime work shall be offered to eligible employees according to a rotation schedule and procedure as follows:
  - 1) Custodial personnel
    - a) A list of custodial employees shall be prepared and maintained by the administration for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff. (Such lists to be forwarded to the VTEA)
    - b) Head Custodians will function as do current grade level and area coordinators and will not be assigned evaluative responsibilities.
    - c) Except in emergencies, overtime opportunities will be offered to the next employee on the list in a straight, continuous rotation system regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity. In the event of any such emergency, an attempt will be made by the central office to contact the building principal and the head custodian.

- d) If accepted, the next overtime opportunity will be offered to the next person on the list.
  - e) If rejected, the overtime opportunity is offered to the next person.
  - f) If all employees in the building reject the overtime opportunity, the administrator shall return to the first employee offered the overtime, and direct him/her to work. The employee may not refuse.
- 2) Maintenance Personnel
- a) A list of maintenance personnel shall be prepared and maintained by the administration on the basis of seniority.
  - b) The procedure for offering overtime opportunities is the same as that for custodial personnel.
- C. Under emergency conditions, as determined by the administration, overtime work may be required of any personnel without regard to the overtime selection procedure herein before outlined.
- D. An employee may request, in writing, to be taken off the overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list. These employees are not exempt from emergency overtime, and may, at the discretion of the administration, be required to perform overtime work.
- E. Overtime Rates
- 1) The normal hourly rate of Custodial/Maintenance personnel shall be calculated by dividing the annual salary by 1920 hours.
  - 2) The regular work week shall be forty (40) hours. All hours over forty hours in any week or over eight hours in one day shall be paid at one and one-half the normal hourly rate.
  - 3) Hours worked on Sundays and holidays to be compensated at two times the normal hourly rate (double time).
  - 4) Other personnel would conform to this article in keeping with their established work week (i.e., secretaries who work a 35 hour work week will receive overtime as follows: Compensatory time up to 40 hours at straight time. Above 40 hours, 1 1/2 their hourly rate).

F. Call-Out

Custodial/maintenance personnel shall receive a minimum of two hours for a "call out" preceding an eight (8) hour shift or any other situation which requires the employee to return to school.

G. Overtime Requests

Overtime requests for weekend work should be made not later than Thursday noon, except in cases of emergency. On days when schools are closed for snow emergencies, and no other employees are required to work, custodians will report to work and prepare the buildings for school reopening. Upon completion of this task, and with authorization by the building principal, custodial employees will be released for the remainder of the work day.

H. Premium Pay - When an employee is assigned to substitute for another employee in a higher hourly rate of pay for at least three consecutive days, said employee shall receive the differential in pay from the first day of substitution.

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

**K. Maintenance personnel will report to work for snow removal. Upon completion of the task and with the authorization of the principal or assistant superintendent, the employee will be permitted to leave. Maintenance staff will work the same length of time as the custodial staff – except in instances of equipment breakdown, the need for use of heavy equipment to complete snow removal or emergency.**

ARTICLE IX  
ASSIGNMENTS AND PROMOTIONAL PROCEDURES

CERTIFIED

A. Assignment

- 1) All personnel assignments are the result of the professional judgments and decisions of the building administrators and superintendent. The Board and the Association recognize that this is a Board delegated duty only to professional administrators and a function to be maintained only by persons properly certified for administrative and supervisory positions and contracted by the Board.
- 2) All persons shall be given notice of tentative class and/or subject assignments for the forthcoming school year no later than May 30th, and these assignments will be in effect for the following school year except when changes have to be made due to necessary personnel shifts, resignations, or leaves of absence and shifts in district enrollment. Affected faculty are to be informed of changes as soon as possible.

B. Transfer/Assignment

- 1) Persons who desire a change in grade and/or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the principal and superintendent not later than March 1st. Such statements shall include the grade and/or subject to which the person desires to be assigned and the school or schools to which they desire to be transferred to, in order of preference. Also, a statement explaining why the change is requested and qualifications.
- 2) In the determination of requests for reassignment and/or transfer, the wishes of individuals shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis. The administrative determination of whether or not to grant a request for reassignment and such a transfer shall, at the District's discretion, include an interview of the staff member by the building principal to which the reassignment or transfer sought.
- 3) The administration will endeavor to obtain a qualified, contracted, certified volunteer to fill a vacancy before making an involuntary transfer or reassignment. Qualifications to be determined by the administration.

- a) Notice - Notice of an involuntary transfer shall be given as soon as practical, and except in cases of emergency not later than May 30th.
- b) Meeting with Principal - An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal has occurred. At said meeting the teacher shall be notified of the reasons for the transfer or reassignment.

C. Promotions

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

2) Promotional positions are defined as follows:

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

Superintendent  
Assistant Superintendents  
Principals  
Assistant Principals  
Directors  
Supervisors  
**High School Academic Chairs**

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

- a) When school is in session, a notice will be posted, ordinarily 15 days before the final date when applications must be submitted, and in no event less than five days before such date. Those who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice. All applicants are to be notified, in writing, within ten (10) school days after resolution of the matter.

- b) Persons who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent together with the position(s) and supporting qualifications for the position for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall try to notify such persons of any vacancy in a position for which they desire. Such notice shall be sent as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted, and in no event less than seven days. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the central office.
  - 4) In positions set forth in Section C2, the qualifications for the position shall be set forth.
  - 5) All qualified employees shall be given an opportunity to make an application and positions shall not be filled until all properly submitted applications have been considered. Consideration shall be given to the professional background and attainments of all applicants.
- D. Concerning non-promotional vacancies - If an employee leaves during the school year, the vacated position will be posted in all school main offices. Any qualified, interested employee under contract may submit a written request to be considered for the vacated position within five (5) school days. The employee shall be notified in writing ten (10) school days after the resolution of the matter.
- E. Other - All openings for other positions, as implemented (co-curricular, home teaching, and other programs, including non-certified positions for which employees may be qualified and eligible) shall be posted in accordance with the procedure for posting in this agreement.

## NON-CERTIFIED

### A. Postings

- 1) Employees shall be notified and may apply for all job openings, transfers, and promotions.
  - a) Employees shall be notified through the posting of a notice on the office bulletin boards and appropriate work areas.
  - b) Interested employees must notify the specified individual within five (5) working days after the posting of the notice. A reasonable time allowance to be given to employees on annual leave at the time of posting.

- c) Careful consideration will first be given to employees making application as a result of postings. The Board will not unreasonably deny the placing of V.T.E.A. members in open positions.
- 2) Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants. Neither shall anything contained in this article be deemed to deny to the Board the right to award the employment to the person deemed best qualified in the sole and exclusive opinion of the Board whether or not said individual is from the system itself, or is hired from the outside.
- 3) In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agrees that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

B. Temporary Assignment

The administration shall have the right to assign any personnel to fill any position or perform any work task on a temporary basis, within similar or like work functions.

C. Schedule Changes

The principal, with the approval of the superintendent, shall have the right to make any changes in job schedules or work routines as they may determine necessary for the best functioning of the school.

ARTICLE X  
EVALUATION AND DISMISSAL

CERTIFIED STAFF

A. Copies of Evaluation/Observation

- 1) Employees shall be given a copy of any evaluative material prepared by their evaluators. No such material shall be submitted to the central office, placed in the personnel file or otherwise acted upon without prior conference. The evaluation report shall be signed to indicate receipt of a copy of the report. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall have the right to submit a written response to an evaluation included in their file.
- 2) When an administrator/supervisor has completed a fully written, complete classroom observation, or year-end composite evaluation, and presents this completed document to the employee at a conference, the employee concerned shall have the option to have the conference as set, or to have the conference rescheduled at a mutually agreeable time. Evaluators will schedule meetings with the individual certified staff being evaluated no later than twenty (20) minutes prior to that person's dismissal time. The conference is to be held not sooner than the day following the receipt of the aforementioned completed written classroom observation/evaluation. The follow-up conference shall be scheduled by the administrator/supervisor.

B. Personnel File Review

Employees may periodically review their official personnel file maintained in the central office. An appropriate request to the superintendent must be made. The Board agrees to protect the confidentiality, to the degree legally possible, of information in the employee's personnel file. The V.T.E.A. recognizes "unofficial" files may be maintained by principals and/or supervisors. These files may be reviewed by the employee at the discretion of the principal and/or supervisor. (Non-grievable).

C. Removal of Evaluation

Upon mutual agreement between the superintendent and the person concerned, evaluation material over four (4) years old that originated within the district, may be removed from the employee's file.

D. Final Evaluations

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

E. Observations

- 1) Evaluative observations for non-tenured employees shall be conducted at least three (3) times a year. All employees are to be observed and evaluated by contracted, certified personnel.
- 2) All observation conferences shall be scheduled by the administration within ten (10) school days of such observation.
- 3) Employee observed has the right to file a written disclaimer as provided by law and court rulings.
- 4) Non-Tenured Certified Staff  
At least three observations will be conducted for full academic year employees (September 1st-June 30th) by February 15th.
- 5) Additional Observations  
The above does not limit additional observation of classroom and non-classroom performance.

F. Non-Renewal/Dismissal

Regarding the non-renewal of any employee from the district, the Board shall follow procedures established by statute, administrative code, and commissioner's notification, request for reasons, and requests for a hearing.

G. Withholding of Increment

The Board retains its legal right to withhold increment as per NJSA 18A:29-14 et seq.

H. Dismissal/Non-Tenured

Upon administrative recommendation, the Board retains its right to dismiss a non-tenured employee according to law.

NON-CERTIFIED STAFF

A. Probationary

- 1) All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended, at the sole discretion of the Board, for a period not to exceed an additional ninety (90) days. The extension is to be used as needed and is not to be considered as automatic.

- 2) Probationary employees may be disciplined or terminated at any time for any reason whatsoever, at the sole discretion of the Board, and they shall not be entitled to utilize the provisions of the grievance procedure.
- 3) If a probationary employee quits or is discharged prior to completing his probationary period, he shall not be entitled to any earned vacation time.
- 4) Upon satisfactory completion of a probationary period, the Board will issue to the employee a fixed term contract for a period of one (1) year or less (up to June 30th).
- 5) Probationary time counts as time for seniority and other benefits.

B. Disciplinary Action

- 1) Disciplinary actions shall, depending on the nature of the infraction, normally include:

Step 1: **A documented verbal warning in the personnel file.**

Step 2: A written warning indicating that the next time there is an infraction there will ensue a probationary period not to exceed two (2) school weeks (10 school days).

Step 3: A probationary period not to exceed two (2) school weeks (10 school days).

Step 4: A suspension without pay not to exceed two (2) school weeks.

Step 5: Discharge

- 2) All disciplinary actions may be appealed through the established grievance procedure.
- 3) All suspensions and discharges must be for just cause and must be stated in writing, with reason given, and copy given the employee within one (1) working day of suspension or discharge.
- 4) In keeping with court rulings and the law, significant offenses may result in immediate termination; i.e. theft, unprovoked physical attack, on-the-job use of alcohol and/or drugs.

5) Reinstatement

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

C. Observation/Evaluation

- 1) When non-certified staff are evaluated by their immediate supervisors, the evaluation/observation is to be followed in each instance by a written evaluation report and by an evaluation conference (if deemed necessary by either party) between the employee and the supervisor for the purpose of identifying any deficiencies and or extending assistance for the corrective actions.
- 2) All formal evaluations, and/or observations of work performance of an employee shall be conducted openly.
- 3) An employee shall be given a copy of the evaluation/observation report, prepared by their evaluators, at least one day prior to any conference to discuss the same. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 4) Employees may periodically review their personnel file maintained in the central office. An appropriate request to the superintendent must be made. The Board agrees to protect the confidentiality, to the degree legally possible, of information in the employee's personnel file. The V.T.E.A. recognizes "unofficial" files may be maintained by principals, and/or supervisors. These files may be reviewed by the employee at the discretion of the principal and/or supervisor. (Non-grievable).
- 5) Upon mutual agreement between the superintendent and the person concerned, evaluation material over (4) years old, that originated within the district, may be removed from the employee's file.
- 6) No material derogatory to an employee's conduct, service, character, or personality shall be placed in their "official", central, personnel file unless the employee has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the superintendent, or their designee, and attached to the file copy.

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

ARTICLE XI  
EMPLOYEE FACILITIES

CERTIFIED STAFF

A. Listing of facilities

- 1) A serviceable desk, chair and lockable filing facilities for instructional use minimally in their home school only and upon request of the employee. The above shall be provided for full-time staff in their home school only. In addition, teaching staff who travel from building to building will be provided, upon request, a lockable facility. **The principals will issue a list of computers available for employee use at the start of each school year, and update as necessary.**
- 2) A separate dining area for the use by the staff.
- 3) Suitable, closed space to store coats, overshoes, and personal articles.
- 4) Copies, for employee's use, of all texts used in each of the courses assigned.

B. Special Clothing

Board will make available special clothing if requested by employee and as approved by the administration. This clothing shall be limited to the following areas:

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

NON-CERTIFIED STAFF

A. Uniforms

- 1) The Board shall furnish each custodian and maintenance employee three (3) work uniforms each school year (four at initial employment) after the successful completion of a 90 day probationary period.
  - a) The care and upkeep of the clothing furnished shall be the responsibility of the employee.
  - b) Each employee must wear the clothing supplied and be presentable and clean in appearance.

- 2) Should an employee resign or be terminated prior to the completion of the contract year, all clothing issued for the year shall be returned or the Board reimbursed for its cost by cash or payroll deduction.
  - 3) All custodial and maintenance personnel covered under this contract will be entitled to receive up to a maximum of \$75.00 compensation annually to purchase work shoes appropriate to the employee's needs. Payment will be made on an annual basis in October upon the submission of a paid receipt to their building principal. If the amount is under \$75.00 the employee will receive the exact amount of the purchase.
- B. The Board shall furnish all individuals involved with foul weather gear, for snow removal and foul weather work. Each person is accountable for the cost of its issue. Replacement will be made upon the return of worn out items. Lost items are the responsibility of the employee. Should an employee resign or be terminated, all foul weather gear shall be returned or the Board reimbursed for its cost by cash or payroll deduction.
- C. Smocks will be provided to building aides for use in workroom areas and cafeteria duty upon request.
- D. Such clothing to be normally provided by September 1st.

ARTICLE XII  
LEAVE PROVISIONS

CERTIFIED STAFF:

A. Sick Leave

- 1) All persons employed are entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 2) Non-accumulative additional sick leave benefits may be allowed at the discretion of the Board.
- 3) The Board may require a physician's certificate in case of sick leave claimed; e.g. reasonable doubt as to the sick leave claimed; record of recurrent absence; absence at critical times of the year.
- 4) An accumulative record of absence shall be maintained for each employee by the office of the superintendent of schools.
- 5) In the event all sick leave is exhausted, deductions will be made upon a per diem rate for additional sick leave. (1/200 of contracted salary)
- 6) Persons reporting that they are ill and will be absent shall be required to comply with "call in" regulations and procedures as directed by the superintendent of schools in September.
- 7) Fully compensated days for illness or approved medical care, in accordance with need, is allowed all employees. Any absences which require more time than the maximum allowed by state regulation will be reviewed by the superintendent to determine whether or not it will be possible for the staff member to return to work within a reasonable period. In unusual cases the superintendent will review the details with the Board and make a recommendation concerning the status of the employee, in accordance with state law.
- 8) In the event of the death of an active employee, at any point in their service, payment for all accumulated sick days (valued at the current contracted rate for retirement sick day exchange) shall be paid to the estate of the deceased employee.

## B. Temporary Leaves

- 1) Personal Business/Emergency Leave - Emergencies or items of a personal nature shall be fully compensated up to three days, with the prior approval of the superintendent (except in cases of emergency), for any of the following examples:
  - a) recognition of a religious holiday not provided for in the regular school calendar;
  - b) marriage of employee or marriage in the immediate family;
  - c) personal business that cannot be handled outside of school hours;
  - d) serious injury or illness in the immediate family or household;
  - e) any other emergency or urgent personal reason not included. No reason need be given; however, personal days will not be used for vacation purposes;
  - f) court subpoenas not related to school business;
  - g) additional days may be granted at the discretion of the superintendent.
- 2) School visitation - up to three days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Building principal approval and superintendent's approval required and denials shall be given with reasons.
- 3) Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system.
- 4) Death in the immediate family or household - Absences are fully compensated for up to a maximum of five days. Additional leave may be granted at the discretion of the superintendent. For purposes of definition regarding absence provisions, the immediate family includes spouse, child, or the father, mother, brother, sister, grandfather, grandmother, or relatives by marriage in the same degree of relationship, or any relative whose actual household is also the household of the absentee. In the event of the death of a staff member or student in the Vernon Township School District, the principal or immediate superior of said staff member or student shall grant to an appropriate number of staff members sufficient time off to attend the funeral.
- 5) An absence request form must be completed by the employee and submitted through the principal to the superintendent.
- 6) Absence prior to or following school recesses - Requests for absence from duty at the beginning and termination of the school year and school recesses will not be approved, unless the reasons for the absence are included under provisions for the absence of staff members as stated. (Paragraph A & B) Absences that are not approved are subject to a full salary deduction. **When all district emergency**

**closing days are utilized and it is necessary to take days from the spring recess, employees who can show proof of reservations or bookings made by January 30<sup>th</sup> for a vacation during Spring recess, will be permitted to take personal day/days. If employee has no personal days left, the employee will agree to have substitute's pay deducted from the per diem rate of pay for the day/days taken off.**

- 7) Absence with pay will be granted to persons called into temporary active duty (limit one month) of any unit of the United States Military Reserves or State National Guards, provided such obligations cannot be fulfilled when school is not in session.
- 8) Other leaves of absence with pay may be granted by the Board at their discretion.
- 9) Conference of Association/Affiliate - Up to three association/affiliate days will be allowed for the V.T.E.A. president or their designee to conduct association business or attend affiliate conferences or conventions.

#### C. Extended Leaves of Absence

- 1) Prolonged Illness - A leave of not exceeding one year may be granted employees whose prolonged illness necessitates review by the board of education. This leave of absence may be without pay or partially compensated for the period of times determined by the board of education, acting upon the recommendation of the superintendent of schools.
- 2) Military Service - Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall make application in writing to the superintendent of schools for a leave of absence. They shall be reinstated to their position in the school system with full credit, including the annual increment under the salary schedule upon written request. Such application for reinstatement shall be made within a reasonable period of time after discharge or release from military service, and not later than ninety (90) days from the date of said release or discharge, or ninety (90) days after recovery from any wound or disabling sickness at the date of release. While the employee is on said leave, it is mandatory that the Board of Education maintain their annual contribution to the New Jersey Teacher's Pension and Annuity Fund or the State Public Employee's Retirement System.
- 3) A leave of absence without pay for up to two years may be granted for the Peace Corps, VISTA, National Teacher Corps, or full-time participants in either of such exchange programs, and shall be granted to an employee who accepts a Fulbright Scholarship or a scholarship of similar nature, or any other self-paid educational improvement.

- 4) Maternity Leave
  - a) Procedure - Any employee who becomes pregnant shall notify the superintendent in writing 60 days prior to the effective commencement date of a maternity leave, and shall apply for (in writing), and accept a leave of absence for such a period of time as determined by the Board of Education.
  - b) Effective Date - A maternity leave of absence shall become effective on the date recommended in writing by the concerned employee's physician and shall continue for up to a maximum of two years from said date, unless otherwise recommended by the Superintendent of Schools.
  - c) Termination of Leave and Reinstatement - Employee to whom a leave of absence is or has been granted shall be reinstated at the beginning of the school year following expiration of such leave, provided that application for reinstatement has been made to superintendent in writing prior to March 1st of the calendar year in which reinstatement is requested.
- 5) Other leaves of absence without pay may be granted by the board of education at their discretion.
- 6) All requests, extensions, or renewal of leaves shall be applied for and granted in writing. Under normal circumstances such requests for initial leaves, extensions, or renewals are to be made at least ninety (90) days prior to the commencing of such leave.
- 7) Teaching staff must be on the payroll for at least 100 working days of the total number of days teachers are required to work during a school year in order to advance to the next step on the negotiated salary guide.

#### D. Sabbatical Leaves

- 1) General
  - a) Leave will not be granted for the purpose of engaging in a gainful occupation or for the purpose of studying for a trade or another profession.
  - b) When formal college credit has been granted during the leave, the presentation of an official transcript will be required by the superintendent.
  - c) When leaves have been granted for any other purposes, written reports planned in consultation with the superintendent will be required.
- 2) Limited Applications - A maximum of 3% of the employees may be on a sabbatical leave at any one time. Consideration of sabbatical leave will be given only after formal application is made by the qualified person and after a review of staff

requirements has been completed for the year in question. Applications for leaves during the fall semester or during the full year must be in the superintendent's office not later than the first school day of the preceding March. Applications for leaves during the second semester must be in the superintendent's office not later than the first school day of the preceding September. Final decision to be made by the Board upon recommendation of the superintendent. Final decision is non-grievable.

- 3) Salary - A person on sabbatical leave for one half of a school year shall be paid by the Board at full pay of the salary rate which they would have received if they had remained on active duty and for a full school year. **A person on sabbatical leave** shall be paid by the Board at one half of the salary rate which they would have received if they had remained on active duty.
- 4) Eligibility - Employees shall become eligible for sabbatical leave when they have completed not less than seven (7) years of consecutive service in the Vernon Township School District. First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of staff members applying for leaves.
- 5) Return - A condition to the acceptance of sabbatical leave shall be the agreement on the part of the applicant to return to the Vernon Township Schools for at least two years of service after the conclusion of the sabbatical leave. Such condition to be accepted in writing.
- 6) Sabbatical leaves shall not be cumulative. A sabbatical leave of one year is available after the completion of seven years teaching service; however, if a person, for example, does not take a leave until their fourteenth year, that leave can only be for one year. Persons returning from sabbatical leaves must complete an additional seven years of teaching service before they may request a sabbatical leave again.
- 7) If either the Board, the Superintendent, or the Association is convinced that an employee is not fulfilling the purpose for which the sabbatical leave was granted, that agency shall report this in writing through the Superintendent to the Board. The Board may terminate that sabbatical leave as of the date of its abuse after giving the person an opportunity to be heard by the Board. In the event that the allegations are true, the Board and the person concerned may arrive at a mutual agreement which might include resignation and refunding of accepted sabbatical leave salary.

#### E. Return from Leave

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

- 2) Under no circumstances will time spent on any such leaves described in sections A, B, C, or D count toward fulfillment of the time requirements for acquiring tenure.
  - 3) All unused accumulative sick leave and credits toward sabbatical leave eligibility shall be credited upon return from any of the leaves described in section C and D.
- F. Convertibility Factor - If all accumulated sick leave is used in a given year, any or all personal business/emergency leave for that given year can be converted and used as sick leave, giving the employee the potential of a three (3) day emergency sick leave override; in the event personal business/emergency leave days are not used in any given year, the number of days not used will be accumulated as sick leave. (Article XII, (A-1))

#### NON-CERTIFIED STAFF

##### A. Sick Leave

- 1) Sick leave shall be granted to employees under the provisions of N.J.S.A.: 18A:30-1 through 18A:30-6, inclusive.
  - a) 18A:30-1; "Definition of Sick Leave",
  - b) 18A:30-2.1; "Payment of Sick Leave"
  - c) 18A:30-3; "Accumulation of Sick Leave"
  - d) 18A:30-4 through 18A:30-6, inclusive and as modified by the terms of this contract article as hereinafter indicated.
- 2) All full-time twelve-month personnel shall be entitled to (12) personal sick days per school year. Ten month personnel are entitled to ten (10) days per year. Unused sick leave shall be cumulative.
- 3) A doctor's certificate will not normally be required in the event of an absence claimed to be due to personal illness or injury unless in the opinion of the administration an abuse of the legitimate purpose for the absence may be taken, or has taken place. In such case, a doctor's certificate may be required of the individual for the absence in question and/or future similar absences, in order to receive salary for the period of such absences.
- 4) When an employee has used up all sick leave, they may elect to use available annual leave time as sick leave.
- 5) In the event of the death of an active employee, at any point in their service, payment for all accumulated sick days (valued at the current contracted rate for retirement sick day exchange) shall be paid to the estate of the deceased employee.

B. Temporary Leaves

- 1) Personal Business/Emergency Leave - Emergencies or items of a personal nature shall be fully compensated up to three days, with the prior approval of the superintendent (except in cases of emergency), for any of the following examples. **When change in school schedule causes loss of holiday (i.e., Good Friday) personnel will be able to take the holiday at a time mutually agreed to between the employee and the principal/Director.**
  - a) Recognition of a religious holiday not provided for in the regular school calendar.
  - b) Marriage of employee or marriage of the immediate family.
  - c) Personal business that cannot be handled outside of school hours.
  - d) Serious injury or illness in the immediate family of household.
  - e) Any other emergency or urgent personal reason not included. No reason need be given; however, personal days will not be used for annual leave or vacation purposes.
  - f) Court subpoena unrelated to school business.
  - g) Additional days may be granted at the discretion of the superintendent.
- 2) Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system.
- 3) Death in the immediate family or household - Absences are fully compensated for up to a maximum of five days. Additional leave may be granted at the discretion of the superintendent. For purposes of definition regarding absence provisions, the immediate family includes spouse, child, or the father, mother, brother, sister, grandfather, grandmother, or relatives by marriage in the same degree of relationship, or any relative whose actual household is also the household of the absentee. In the event of the death of a staff member or student in the Vernon Township School District, the principal or immediate superior of said staff member or student shall grant to an appropriate number of staff members sufficient time off to attend the funeral.
- 4) Military Leave - Military leave, without pay, shall be granted to any employee who is inducted or enlists to fulfill his military obligation in any branch of the armed forces of the United States for the period of said service and three months thereafter, or three months after recovery of any wound or disabling sickness at time of release.
- 5) Illness in the Family - A leave of absence, without pay, up to one year, shall be granted for the purpose of caring for a sick member of the employee's immediate family, (father, mother, husband, wife, son, daughter, father-in-law, mother-in-law). Additional leave, without pay, may be granted provided proper documentation is submitted.

- 6) Good Cause - Other leaves of absence, without pay, may be granted by the Board for good reason.
- 7) Maternity Leave
  - a) Procedure - Any employee who becomes pregnant shall notify the superintendent in writing 60 days prior to the effective commencement date of a maternity leave, and shall apply for (in writing), and accept a leave of absence for such a period of time as determined by the Board of Education.
  - b) Effective Date: A maternity leave of absence shall become effective on the date recommended in writing by the concerned employee's physician and shall continue for up to a maximum of two years from said date, unless otherwise recommended by the superintendent of schools.
  - c) Termination of Leave and Reinstatement - Employee to whom a leave of absence is or has been granted shall be reinstated at the beginning of the school year following expiration of such leave, provided that the application for reinstatement has been made to the superintendent in writing prior to March 1st of the calendar year in which the reinstatement is requested.
- 8) Return from Leave:

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

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

All extensions or renewals of leaves shall be applied for and granted in writing.
- 9) Convertibility Factor - If all accumulated sick leave is used in a given year, any or all personal business/emergency leave for that given year can be converted and used as sick leave, giving the employee the potential of a three (3) day emergency sick leave override; in the event the personal business/emergency leave days are not used in any given year, the number of days not used will be accumulated as sick leave. (Article XII, A-1)

C. Annual Leave and Calendar Provisions:

- 1) Annual leave represents an earned benefit to 12 month employees based on years of service as follows:
  - a) Employee worked not less than six months during the first year; five (5) working days annual leave.
  - b) Years two through and including four; ten (10) working days annual leave.
  - c) Years five through and including eight; fifteen (15) working days annual leave.
  - e) Years nine through and including twelve; twenty (20) working days annual leave.
  - f) Years thirteen and on, 1 day per year up to five additional working days annual leave, to a maximum of twenty five (25).

2) Annual Leave Conversion: (Effective July 1, 1998)

Any employee moving from a ten (10) month or eleven (11) month position to a full twelve (12) month position will be eligible for the number of annual leave days stated in C-1 above based on the following conversion formula:

Total Months Service in District/12 = Years Credited

- 3) Probationary employees are not credited annual leave time until the probation period is completed and they are recommended for regular employment, in which case Paragraph C-1 of this article shall apply.
- 4) Annual leave shall be scheduled for the convenience of employees, but in case of conflict, the administration shall have the right to schedule an employee's annual leave. Under normal conditions seniority will prevail.
- 5) Custodians and building secretaries shall take annual leave during the period from the closing of school in June through the third week of August. Exception can be made for two secretaries and custodians, based on seniority, for a mutually agreeable annual leave period of one week at some time during the year other than the regular summer period.
- 6) Maintenance personnel shall take two weeks during the time cited in (5). Any remaining time is to be taken at another time in the annual leave year which is mutually agreeable to the Board and the employee.

- 7) In the event an employee has resigned or is terminated any year, the employee shall be entitled to any accrued annual leave benefit.
- 8) In unique and special circumstances, requests for annual leave at times other than summer may be made. The superintendent has final approval (non-grievable).

D. Holiday Calendar

- 1) The holiday schedule shall be that established by the board.
- 2) Compensation for time worked on holidays to be at two times (double time) the normal hourly rate.
- 3) Employment Level
  - a) 12-month personnel: 13 paid holidays
  - b) 10-month Building Aides/Campus Monitors: The building aides'/campus monitors' work year is 180 days and is identical to the students' school year calendar. The annual salary will be paid over that 10-month period in compliance with the annual payday schedule for ten-month employees. For purposes of establishing an hourly base rate in each of these categories the following formulas will be used to calculate each of the base pay hourly rates using the appropriate steps on the current salary guide. (Contract addendum #1 - 6/10/99)

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

$$\text{Part Time Aides Hourly Rate} = \frac{\text{Current Step Salary}}{180 \text{ days} \times 4 \text{ hours/day}}$$

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

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

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

- 1. Years Credited**
- 2. Medical Benefits**
- 3. Sick Day Conversion**

- 4. Annual Leave
- 5. Departure Leave
- 6. Longevity

**1. Years Credited**

**Aides**

**(Aggregate Months of Service) times .57 = Full Years Credited**  
**10**

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

**Custodians**

**(Aggregate Months of Service) times .50 = Full Years Credited**  
**12**

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

**2. Medical Benefits – According to the new VTEA contract.**

ARTICLE XIII  
NON-TEACHING DUTIES

Certified staff shall not be required to perform those duties that are not normally required of teaching personnel, other than as established by existing practice, when such duties can reasonably be assigned to non-teaching staff.

If the Board assigns certified staff to any duties other than "as established by existing practice," the Board will negotiate with the VTEA over the issue of compensation for such duties. The Board will provide notice to the VTEA prior to assigning any such additional duties.

ARTICLE XIV  
PARTNERSHIP COMMITTEE

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

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

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

ARTICLE XV  
MISCELLANEOUS PROVISIONS

- A. The Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this agreement, or any application of this agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- C. Employees are assured no loss of constitutional and statutory rights in the area of individual personal freedom. Employees shall be entitled to all rights of citizenship and no religious or political activities of any person or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such persons, provided these activities do not violate any state or federal laws.
- D. Whenever any official, formal notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by registered letter at the following addresses:
  - 1) If by Association to the Board at  
Board of Education  
P.O. Box 99  
Vernon, N.J. 07462
  - 2) If by the Board to the Association at  
VTEA President's home address
- E. A completed copy of the final agreement will be provided by the Board to each employee concerned by this agreement. In addition, 10 copies will be provided to the VTEA and a copy will be provided to each employee newly hired who is included in the terms and conditions of this agreement.
- F. It is agreed without reservation that any early release of paychecks, whether a general release or a release at an individual request, is solely and exclusively a matter at the superintendent's discretion and with Board authority. This does not constitute nor will it ever claim to constitute, a district practice nor is it subject to any complaint, controversy, or grievance.
- G. It is agreed, without reservations, that any Board or administrative decision or action to grant any individual or group of individuals any particular or specific benefit including any cash award, financial incentive, release time from employment, annual gift such as a turkey at Thanksgiving, is solely and exclusively a matter of the superintendent's discretion and with Board authorization. This does not constitute a district practice nor is it subject to any

complaint, controversy or grievance.

- H. Substitute calling duty will be awarded to staff at the sole discretion of the principal. When a vacancy for the caller position occurs, the district will post said vacancy through the central office. The principal will be permitted to give preference to the persons in the same school building.
- I. The Board shall reimburse for private vehicle mileage at the rate applicable to all Vernon Township School District employees.
  - 1) Such reimbursement applies only to authorized travel on school business matters.
  - 2) The Vernon Township School District has an appropriate motor vehicle for maintenance and custodial use. Under normal circumstances this vehicle will be available for transportation of personnel and equipment/supplies/materials. Under special or emergency situations, however, it is to be reasonably understood that it will be necessary for custodial/maintenance personnel to use their own vehicles for personal transportation.
- J. All custodial personnel employed by the Board subsequent to June 30, 1998 must attempt to obtain, as a condition of their employment and prior to the conclusion of their first calendar year of employment, a Black Seal boiler operator's license.
  - 1) **The Board in its sole discretion may make exceptions to this requirement for good and sufficient reason.**
  - 2) The Board will pay any charges levied by the authorized school for instruction of custodial/maintenance personnel in preparation for the licensing examination (including tuition and test fee).
  - 3) The employee shall pay for any required textbooks.
  - 4) The employee shall present the license or license renewal to the assistant superintendent for business who shall record the pertinent information there from and forward it to the superintendent of schools.
  - 5) Obtaining the Black Seal license is the responsibility of the employee. The administration will cooperate with the employee, by reasonable accommodation and adjustment of work schedules, etc., in order to enable the employee to attend school and take the examination.

ARTICLE XVI  
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

CERTIFIED STAFF:

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

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

A. Eligible Faculty

- 1) Full-time status
- 2) Fully certified
- 3) Enrolled in a graduate degree program or administrative approved graduate improvement program, not for any additional or revised certification. The superintendent, may, however, in his sole discretion, permit a teacher to be reimbursed for courses taken which may lead to an additional or revised certification.

B. Credits Permitted

12 credits per fiscal year (maximum 6 credits per semester or maximum of 12 credits per year (July through following June) at 100% of tuition exclusively, as established by New Jersey state colleges shall apply as the base for the 100% reimbursement. Faculty may attend other colleges or universities, but tuition reimbursement will not exceed this cost level. Credits may be taken in the summer, fall, or spring semester. Personal days cannot be used for such graduate school attendance.

The Board will reimburse employees taking courses at non-public colleges or universities at the New Jersey State College rate. The Superintendent's decision concerning approval of courses in this Article is final, and is not subject to grievance, arbitration, appeal, or other avenue to reverse said decision.

C. All courses taken must be at the graduate level and will count toward guide movement and the teacher's fulfillment of his or her 100 hours requirement.

- D. Application for such reimbursement is to be made on standard forms developed by the superintendent's office, including teacher's name, assignment, name of the college or university, course number and title, course description, and a rationale as to specifically how this course applies to the teaching assignment. This form must be completed and have received approval from the building principal and superintendent prior to registering for the course if reimbursement is sought for the course. Cost per credit is also to be listed on the approval form.
- E. Reimbursement will be made after course completion and upon submitting a copy of the course approval form indicating prior approval, a copy of the paid bill or check stipulating tuition paid and course per credit, and an official transcript indicating a credit of "B" or higher. Credits of "C" or lower, incomplete, satisfactory, pass or fail, etc., will not be accepted for tuition assistance. Should a course be offered only with a grade of "P" or "F", then the employee concerned must provide documentation certifying that this is the case. In such cases the grade of "P" is the only acceptable grade.
- F. Staff will be reimbursed for private school tuition at the state college rate and consistent with the following provisions:
- 1) Faculty member must be a full time employee, and fully certified.
  - 2) Faculty member must be fully matriculated/accepted for a Masters or Doctorate at the specific non-public university at which courses are taken. No transfer courses will be eligible. Faculty members with Superintendent's approval, may take course work beyond degree program.
  - 3) Course work must be in a specific teaching field or area; i.e. subject matter, teaching methods, human development, psychology.
  - 4) The individual teacher concerned must file for approval as provided in the existing Article XVI plus must submit an individual written request describing specifically, and at length, the degree program, documentation of acceptance into the graduate program, matriculation date, description of the program and courses. This must be filed through the building principal to the superintendent and requires an individual conference with the superintendent to review this matter.
  - 5) Other requirements as specified by the superintendent at the conference.
  - 6) The superintendent's discretion and judgment shall be final and is not subject to grievance, arbitration, appeal or any avenue seeking to reverse such judgment.

- G. The district will provide certified staff with 20+ in-district hours of Professional Development annually, allowing all certified staff to thereby meet the five year 100 hour requirement imposed by the Department of Education. The 20+ in-district hours will be provided by two in-service days for a total of 10 hours annually and by each school having, at minimum, a one hour, non-mandatory professional development activity monthly for a minimum of 10 hours annually (totaling 20 hours).
- H. Faculty may elect to earmark in-service course work credit (excluding above) toward fulfillment of the 100 hour Professional Development requirement imposed by the Department of Education or toward salary guide movement, but not for both.
- I. The number of required class hours for one credit hour (salary guide movement) shall equal nine (9) hours of in-service activities, ETTC, and CEU courses (as approved). Thus, nine (9) hours of said activities shall (if designated for guide movement and not for fulfilling the 100 hour Professional Development requirement) shall equal 1 credit hour for guide movement purposes.

NON-CERTIFIED STAFF:

- A. Non-certified staff shall be eligible for tuition reimbursement under the following conditions:
  - 1) The individual concerned must hold a full time contracted position;
  - 2) The individual concerned must have been employed for at least three consecutive years;
  - 3) Such courses must be appropriate to the individual's position and function. Courses of a recreational nature or of a nature which does not directly bear upon the employment function will not be eligible.
  - 4) The courses must be taken at an approved college or university or other state approved educational/training institution.
- B. Individuals may apply through established procedures for such benefits. In order to receive payment the individual must have prior written approval for the course and must submit appropriate documentation, including a copy of the paid bill or cancelled check, a copy of an official transcript reflecting a satisfactory passing grade. These payments will be made through purchase orders submitted at the appropriate school building.
- C. Such reimbursement shall not exceed, at any point, more than 50% of the actual costs of tuition only, but at no time to exceed 50% of the N.J. state college tuition rate.

- D. The approval process requires that approval be granted before registering for the course and that the individual file an appropriate in-service tuition reimbursement request form and that this form must have the superintendent's approval in writing. The superintendent's decision concerning this matter shall be final and shall not be subject to grievance or appeal.
  
- E. Technical support professionals (maintenance) shall be permitted to attend up to two (2) technical seminars per year.

ARTICLE XVII  
INSURANCE BENEFITS

A. Health Insurance

- 1) Health care benefits are to continue in force during the life of the contract.
- 2) 100% coverage (payment of premiums) for single and/or dependent hospitalization insurance (family plan) shall be provided.

<b>Traditional Health Coverage Deductibles</b>			
2004/05	\$100	single/	\$200 family
2005/06	\$150	single/	\$300 family
2006/07	\$200	single/	\$400 family

- 3) Annually, newly hired persons will be provided with this health care description.

4) **Employees hired after 7/1/2004**

**Will receive Horizon Direct Access coverage at no cost to the employee**

**Employees may pay the difference between Direct Access and Traditional coverage to receive Traditional Coverage – first three years**

**At the end of three years, employees will have the one time opportunity to obtain traditional coverage at a cost equal to 50% of the difference between traditional coverage and Direct Access coverage. Employees opting to make this 50% differential payment at the beginning of the 4<sup>th</sup> year of employment, shall have the right to continue this 50% differential payment for as long as they choose to continue the payment, except that, if the employee leaves traditional coverage and returns to Direct Access coverage, he/she will not have the right to return to the traditional coverage at the 50% rate, and can obtain traditional coverage by paying the 100% difference. Any employee contribution for traditional coverage may be funded through the mechanism of a Section 125 Plan.**

B. Dental Plan

- 1) A Dental Care Program will be provided for the employees in the following manner:
- 2) 100% payment of premiums by the board for Class I dental coverage. Effective July 1, 1998, for Class II and Class III dental coverages, employees will pay a deductible of \$25 for individual coverage and \$50 for family coverage for each of the two classes.

- 3) The cap for dental coverage shall increase from \$1000 to \$1500 per employee and covered dependents, per year, effective July 1, 2001.
- 4) Orthodontia coverage shall be \$1500 per employee and covered dependent (life time maximum).

C. Prescription Plan

- 1) A prescription plan will be provided by the Board for coverage of the employee and dependents (family plan).
- 2) The employee co-payment for prescription drugs shall be **\$15.00** for each "name brand" prescription drug purchased and **\$10.00** for each "generic" prescription drug purchased.

D. Optical Plan

An eye examination and eye glass prescription plan will be provided by the Board for coverage of the employee and dependents (family plan). The plan includes examination, lenses and frames annually, effective July 1, 2001.

E. Medical Savings Plan

A Section 125, Flexible Savings Account (FSA), shall be established for all employees. This plan affords the employee the opportunity to put pre-tax dollars into an account which may be used at the employee's discretion for Unreimbursed Medical Expenses and or Dependent Care according to law. Involvement in this program is strictly voluntary. It is to be understood that any money remaining in the employee's account at the end of the work year will be forfeited to the Board of Education and deposited in the General Fund. The Board of Education shall provide all employees a brochure explaining the details of the program. The Section 125 Program will be implemented as of January 1, 1999, beginning with the IRS calendar year. The cutoff for members to join and/or opt out of the program will always be December 1st of the preceding calendar year.

F. Benefit Exclusion

~~Notwithstanding the preceding paragraphs, newly hired employees will not receive any optical, dental, or prescription benefits until they have completed three (3) full years of service as an employee in the Vernon School District. Said employees may, if they choose, opt to obtain such benefits on their own at the group rate through the Board of Education during this three (3) year period. These employees shall be eligible to receive optical, dental, and prescription benefits on their first day of work in the district subsequent to the completion of the three (3) full years of service requirement.~~

**Employees employed as of September 1, 2003**

**Employees subject to Article XVII(F), employed as of 9/1/2003, shall in their second full year of employment, be eligible to select one of the following benefits: prescription; optical; or dental. In their third full year of employment, employees shall receive all three of the aforementioned benefits.**

**Non tenured employees employed since September 2003 and prior**

**Employees entering second full year of employment will be eligible for family medical plan plus choice of one of the following- dental, prescription or vision plan at no cost to employee. In the third year, the employee will be entitled to dental, vision and prescription.**

G. Certified-Part-time Employees

As of September, 1998 and thereafter, all certified staff working in grades Pre-K through 12 inclusive who teach at least 3 classes per day (without consideration of lunch, preparation periods, duty assignments, etc.) shall be entitled to health benefits consistent with this Article. Class periods for self-contained certified staff working in grades Pre-K through 4 inclusive will be based upon the special subject period time frame, which are 40 minute periods similar to those at the middle and high schools. Certified staff who teach fewer than 3 classes per day (i.e., 2 classes-2/5; 1 class-1/5) shall not be eligible to receive health benefits at Board cost (again, regardless of assignments, duties, preparation periods, etc.) These employees may choose to purchase health benefits on their own at the group rate through the Board of Education.

H. Non-Certified Part-time Employees

As of September 1997 and thereafter, non-certified employees who work on average, over 20 hours per week for the school district shall be entitled to health insurance as described in this Article. Non-certified employees who work 20 hours per week or less, on average, shall not be entitled to health insurance but may purchase health benefits at the group rate through the Board of Education.

ARTICLE XVIII  
SALARY REGULATIONS

CERTIFIED STAFF

A. Salary schedule

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

B. Employees covered by this agreement employed on a full time, contractual basis on or before January 1st of any school year shall be given full year credit for one salary step for salary in the following year, based upon such administrative recommendation-- recommendation for increment and/or recommendation for reappointment.

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

C. Placement on set salary schedule

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

D. Return from leaves

- 1) Employees previously under contract returning from leaves defined under Article XII, C-2 Military Service, and C-3, Leaves for Peace Corps, Vista, etc., shall be placed on the salary schedule in keeping with such placement had they remained under active employment, suffering no loss in salary improvement.
- 2) Employees returning to employment after any other type of leave shall not receive such salary improvement but are to return to the salary they would have been on or would have been going to had they not been granted such leave. This benefit applies only to persons who have left the Vernon Township School District on a Board approved, Board granted extended leave of absence.

E. Notification of Status

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

F. Termination of Employment

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

G. Pay Period

- 1) Employees will be paid from the period of September 1st through June 30th, 20 equal semi-monthly installments, with final checks released on the last working day in June provided all procedural obligations of the employee are met in full.
- 2) The Board will accord 10-month employees the option of being paid on a 24-check plan. Such option must be exercised by the employee, if at all, prior to June 1st when the 24 check plan will go into effect. An employee will be permitted to opt for the 24 check plan, or return to the standard method of receiving pay checks, only once a year.

H. Credit Union Contributions

The Board will arrange, for employees who choose to do so, to have credit union contributions in any amount deducted from their pay checks. Employees who choose this option must notify the Board Secretary prior to June 1st of a particular year. The credit union contributions will begin on July 1st following the June 1st deadline for the employees deciding to have the contributions deducted from their pay checks.

I. Savings Bonds/Automatic Deposit

The Board will arrange, at the employee's option, to have deductions made for the purchase of United States Savings Bonds. The Board will also, at the employee's option, make arrangements for their checks to be automatically deposited in their savings and/or checking accounts at the Board's designated bank. Employees who choose either option must notify the Board Secretary by June 1st of the preceding year of involvement.

J. Column Placement

- 1) Bachelor's Degree Column:
  - a) possession of Bachelor's degree and/or teaching certificate
- 2) Master's Degree Column:
  - a) possession of an earned Master's degree
- 3) Six Year Level:
  - a) possession of a second earned Master's degree, or
  - b) possession of 30 graduate credits and matriculation in a Doctoral program, or
  - c) a Specialist in Education degree, or
  - d) possession of a professional diploma, or C.A.S. or
  - e) accumulation of 30 graduate credits in addition to a Master's degree, these credits to be spread as follows\*:
    - 1) at least 15 graduate credits in one field of concentration;
    - 2) the remaining 15 credits to be graduate credits in electives;
    - 3) these credits to be earned in not more than 4 institutions having graduate divisions;
    - 4) does not affect those already on "MA+30" or "BA+30" column

\*This criteria shall apply to "BA+30" column except the graduate credits to be beyond a Bachelor's degree.

BA+15, MA+15, six-year level plus 15

Criteria for placement on plus 15 column:

- 1) All credits verified by official transcripts from the granting college or university.
- 2) 15 credits to be as part of a graduate degree program with matriculation status.
- 3) Or the 15 credits will conform to the procedure established in the tuition reimbursement article but not limited to 6 credits per year.
- 4) Or graduate credits earned and paid for by the person concerned.

Note: No one could be placed on the six year level without first possessing a Bachelor's and Master's degree.

All credits to be certified by the granting institution and submitted to the superintendent of schools for acceptance.

Concerning BA+15 and BA+30, employees attaining "+15 status" shall be eligible for placement of this column only on an annual basis.

Such adjustments made in the months of August, September, or October. Adjustments require the filing of appropriate requests on the part of the employee concerned and further require submission of appropriate documents.

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

- K. Longevity - This applies only to actual time worked as an employee in Vernon Township.
  - 1) Commencing in the 15th through the 19th year of service add \$1000 to the employee's salary.
  - 2) Commencing in the 20th year through the 24th year of service add \$1500 to the employee's salary.
  - 3) Commencing in the 25th year through the 29th year of service add \$2400 to the employee's salary.
  - 4) Commencing in the 30th year and thereafter, add \$3000 to the employee's salary.
  
- L. Departure Leave/Reimbursement for Sick Leave - Employees are eligible to receive either the departure leave benefit or the sick leave retirement pay benefit, but not both. Employees must choose which benefit they intend to receive no later than 120 days prior to the actual date of retirement.
  - 1) Departure Leave
    - a) Eligibility
      - 1) 20 full years of completed, active service in the Vernon Township School District. Time spent on any leave, i.e. maternity leave, child care leave, sabbatical leave, personal leave, etc., does not count as active service.

- 2) Any employee on an extended leave for three consecutive months during the "departure year" is not eligible, other than medically certified sick leave.
- 3) The employee must notify the superintendent by March 1st of the departure year of the intent to leave--no later date.
- 4) The departure is for the purpose, generally, of retirement from teaching (TPAF) or leaving New Jersey or leaving education or honorable resignation from the Vernon Township School District.
- 5) This departure leave is available only if the employee is leaving for honorable cause--not as a result of any disciplinary action or pending disciplinary action; i.e. notice of withholding an increment, possibility of tenure dismissal charges, etc. Such denial of a departure leave is not appealable for causes specified with "E".

b) Benefit -- for completed years only

- 1) After 20 years – 5 days
- 2) After 25 years – add 5 more days (10 days)
- 3) After 30 years – add 10 more days (maximum accrual possible - 20 days)
- 4) To be paid at current salary rate per diem at the time of departure – with June 30<sup>th</sup> check.

2) Retirement Sick Leave Pay

- a) After 15 years of service and upon retirement from the Vernon Township Public Schools, in accordance with New Jersey Teacher Pension and Annuity Fund requirements, the employee will receive \$30 for each day of accumulated sick leave accrued as of the date of retirement.
- b) To be paid with the June 30th check at the time of retirement.

NON-CERTIFIED STAFF:

Salary Regulations, Salary Schedules & Severance Pay

A. Placement on Guide

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

B. Experience Credit

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

C. Salary Increment

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

D. Step Increments/Adjustments

All step increments and/or adjustments on the salary guide shall be granted effective July 1st:

- 1) Employee appointed before January 1st - moves to the next step on July 1st.
- 2) Employee appointed after January 1st - remains on the same step on July 1st.

E. Payment Schedule

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

F. Payment Option

Ten-month non-certified employees will have the same payment option as that of the certified employees as outlined in G,2 (Cert.) of this article.

G. Severance Pay

If an employee is let go because of a reduction in force (RIF) from his work, following continued service for a period of two (2) to five (5) contract years, the employee will receive two (2) weeks severance pay at their current rate of pay. If an employee is reduced in force (RIF'ed) having been employed in the district for six (6) to ten (10) continuous years, the employee will receive three (3) weeks severance pay at their present salary rate. If an employee is reduced in force (RIF'ed) having been employed in the district for eleven (11) or more continuous years, the employee will receive four (4) weeks severance pay at their present salary rate.

H. Departure Leave/Sick Leave Reimbursement

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

1) Departure Leave

After ten (10) consecutive years of satisfactory service, should the employee leave by personal resignation for personal cause, including retirement, but not for any disciplinary matter or unsatisfactory job performance or reprimand, then said employee to receive two weeks base salary, pro-rated, as severance pay; after fifteen (15) years in similar fashion, said employee in similar circumstances would be eligible for and receive four (4) weeks severance pay. It is to be noted such pay to be pro-rated on base contract not inclusive of any differentials or added stipends of any sort whether for additional duties, licenses, shift work, etc.

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

Full Time

- |                           |                               |
|---------------------------|-------------------------------|
| a) Completion of 10 years | \$15 per accumulated sick day |
| b) Completion of 15 years | \$20 per accumulated sick day |
| c) Completion of 20 years | \$25 per accumulated sick day |

Part Time employees will be eligible for payment of unused accumulated sick leave as of the date of resignation or retirement at a pro-rated rate of pay, per sick day, as listed above.

I. Non-Certified Longevity

This applies only to actual time worked as an employee in the Vernon Township Public Schools.

Commencing in 1998/99 the following shall apply:

- 1) Commencing with 15 years of service through the 19th year, add \$300 to the employee's salary.
- 2) Commencing with 20 years of service through the 24th year, add \$500 to the employee's salary.
- 3) Commencing with 25 years of service through the 29th year, add \$700 to the employee's salary.
- 4) Commencing with 30 years of service and beyond, add \$1000 to the employee's salary.

J. High School Assistant Principal Secretaries will be paid, effective July 1, 2001 and annually thereafter, a stipend of \$1,700. Middle School Assistant Principal Secretaries will be paid, effective July 1, 2001 and annually thereafter, a stipend of \$1,475.

ARTICLE XIX  
SALARY AGREEMENT

Total salary guide expenditures, excluding co-curricular, shall be increased by the following percentages and shall be distributed on salary guides approved by the Board of Education.

<b>2004/2005</b>	<b>4.5%</b>
<b>2005/2006</b>	<b>4.4%</b>
<b>2006/2007</b>	<b>4.2%</b>

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Chairperson, Vernon Township  
Board of Education Negotiations  
Committee

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President, Vernon Township  
Education Association

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Witness

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Witness

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Date

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Date

