

**CONTRACTUAL AGREEMENT**

**BETWEEN**

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

**AND**

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

**PREAMBLE**

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

**ARTICLE I**

**RECOGNITION OF ASSOCIATION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel as follows:
1. Director of Student Services and Special Education
  2. Grants and Satellite Programs Manager
  3. Principal
  4. Assistant Principal
  5. Director of Programs
  6. Supervisors of Instruction
- B. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

**ARTICLE II**

**BOARD RIGHTS**

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

### ARTICLE III

#### NEGOTIATION PROCEDURE

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

### ARTICLE IV

#### GRIEVANCE PROCEDURE

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

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

C. Procedure:

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended in writing by mutual agreement. The running of all time limits set forth in this Article shall be suspended during any school vacation periods, holidays, recesses, emergency closing days or other school closings.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the next school year, could result in irreparable harm to the grievant(s) the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or at a mutually determined time thereafter.

3. Level One – Superintendent

The grievant(s) shall discuss with the Superintendent his/her/their grievance within ten (10) calendar days of its occurrence.

4. Level Two

If the grievant(s) is not satisfied with the disposition of his/her/their grievance at Level One, or if no reason has been received within twenty (20) calendar days after the Superintendent's receipt of the grievance, then the grievant may inform the Board Secretary in writing within ten (10) calendar days from the receipt of the Superintendent's reply to the grievance or within ten (10) calendar days from the expiration of the time for such reply, whichever occurs first, that the grievant wishes a hearing with the Board Personnel Committee.

Unless a hearing is waived by mutual agreement, the Board Personnel Committee shall schedule a hearing within thirty (30) calendar days of the receipt of the appeal. The Board shall render its decision within ten (10) calendar days after the first Board meeting which follows the hearing by the Board Personnel Committee. The Board's decision shall be final and binding on all parties for any claim by an employee or group of employees based upon the interpretation of Board policy and/or written administrative procedures.

5. Level Three - Arbitration

- a. If the grievant(s) is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the first Board meeting next following the Board Personnel Committee's hearing, and the claim by the employee or group of employees is based upon the interpretation of this Agreement, the grievant(s) may within ten (10) calendar days thereafter request in writing that the Association submit the grievance to arbitration. The Association, if it determines to submit the grievance to arbitration, shall do so within twenty (20) calendar days following receipt of the grievant's request.
- b. If the Association decides to submit the grievance to arbitration it shall so notify the Board Secretary in writing simultaneously with the submission of the grievance to arbitration.
- c. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.  
  
The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall be advisory only. The arbitrator shall be limited to the issues submitted and shall consider nothing else.
- d. The arbitrator is prohibited from adding to or subtracting from the terms of this agreement between the parties.

**ARTICLE V**

**WORK DAY/YEAR**

- A. The work year for full-time 12-month employees shall be from July 1 to June 30.
- B. Vacation is earned as of July 1, for those employees employed prior to July 1. Employees employed after July 1, will receive a pro-rated number of vacation days. When an employee leaves prior to completion of his/her contract they shall receive the number of earned vacation days commensurate with the time employed.
- C. During a twelve (12) month contract, the listed employees are entitled to the number of vacation days as follows:

All employees shall be entitled to twenty (20) working days vacation during the term of a 12-month contract. Employees shall receive one (1) additional day beginning with his/her 6<sup>th</sup> year through 10<sup>th</sup> year of employment as an administrator for a total of 25 vacation days.

Employees will have the option to receive a cash payment for vacation days accumulated. Each year worked as an administrator will produce a two-day cash-out with a maximum of 10 days. This calculation will be based upon one two-hundred fortieth (1/240) of the contractual year in which the vacation days are earned.

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

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

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

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

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

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

When New Year's Eve Day falls on a Sunday, employees shall have the previous Friday off with pay.

If the school calendar does not align with these days as holidays, employees will be scheduled for an alternate day in that school year. At the Board's discretion, the alternate day may be a day upon which the entire District is closed or a floating holiday to be scheduled by the employee and his/her supervisor.

Upon written request, and with approval of the Superintendent, employees may observe religious holidays. If the employee elects to observe one of these holidays, then it is agreed that the employee will work one full-day on a Friday during the summer for each holiday observed.

E. The work week for full-time employees shall be forty (40) hours per week. Employees in these categories shall be available and on duty within their area of responsibility during their assigned work day unless they are off-campus with permission of their immediate supervisor and/or Superintendent. It is understood that the employees are employed for specific tasks and are expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

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

G. Mileage:

Employees will be reimbursed for travel other than that specified in their employment contract only when authorized by the Superintendent. Reimbursement rates for standard expenses shall be at the current IRS rate per mile or State OMB approved rate, whichever is greater and legal.

H. P.S.A. Days:

Members of the Association are permitted two P.S.A. days concurrent with the NJEA Statewide Fall Conference.

- I. Because of the advantage derived from employees being active members in professional organizations, the Board of Education shall pay local and state P.S.A. membership dues.
- J. Beginning with the first Friday in July through the last Friday in August, all MCVTS/PSA members shall work one Friday from 8:00 a.m. to 4:00 p.m.

#### ARTICLE VI

#### SICK LEAVE

- A. All twelve (12) month employees shall be entitled to thirteen (13) days sick leave per year with full pay. Any employee employed for less than twelve (12) months shall receive a prorated number of sick days in accordance with the length of his/her contract.
- B. Sick leave is defined as absence from post or duty because of personal disability due to illness or injury, because of exclusion from school by medical authorities on account of contagious disease, or being quarantined for such a disease in the immediate household.
- C. All unused days shall be accumulating year to year. All sick days are earned as of July 1 of each contract year for twelve (12) month employees. Those employed for less than twelve (12) months shall earn sick days beginning with the first month of employment.
- D. Upon retirement from the district or in the event of death, employees with ten (10) or more years of continuous service in the school district will receive (or their beneficiary) a sum of money equal to one-half of their accumulated but unused sick days based on their current salary rate upon date of retirement, said sum not to exceed \$15,000. Deferred retirement shall not be eligible for this payment. Employees qualifying for payment under this provision shall notify the Board of their intent to retire by December 1st of the school year preceding the school year in which they will retire. In cases of emergency where this prior notification is not possible, employees will receive their monetary entitlement as soon as possible with the next ensuing school year following retirement.
- E. In the event school is cancelled due to inclement weather or other emergencies, employees who have applied in advance for personal leave or "sick" day or vacation day will not be charged.



**ARTICLE VII**

**TEMPORARY LEAVES OF ABSENCE**

A. Personal Absence:

1. Employees shall be allowed up to three (3) personal days with pay for the discharge of important personal matters, family business, legal or household matters or other personal emergencies that cannot be handled during non-school hours. Personal days must be approved by the Superintendent.
2. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent.
3. Effective with the 2007-08 academic year, unused personal days will be converted to unused sick days, subject to the limitations of N.J.S.A. 18A:30-7.

B. Illness in the Immediate Family:

Two (2) days per year shall be granted for illness in the immediate family. The term immediate family shall be interpreted as wife, husband, father, mother, son, daughter, stepson, stepdaughter.

C. Death in the Immediate Family:

1. Said employee shall be entitled to five (5) consecutive days with pay to arrange for and attend funeral services. Non-consecutive bereavement days may be taken only with the prior approval of the Superintendent.
2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandmother, grandfather and any person living in the same household.
3. In the case of death of a brother-in-law or sister-in-law, an employee shall be entitled to one (1) day with pay to attend funeral services.

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

E. All employees, upon birth, adoption of a child, and illness are entitled to leave pursuant to the State and Federal Family Leave Acts. They may also request of the Board child-rearing leave as prescribed by law.

**ARTICLE VIII**

**EXTENDED LEAVES OF ABSENCE**

The Board shall grant family leave to an employee in the event of a serious health condition of a spouse, child, parent, in-law, the employee, birth or placement for adoption or foster care of a child. (Entitlement to leave for the birth or placement of a child must begin within one year of the birth or placement of the child.)

**ARTICLE IX**

**INSURANCE PROTECTION**

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

School Employee Health Benefits Plan (SEHBP) Direct 15 or its equivalent so long as this plan is a SEHBP option.

As soon as possible after ratification of the 2018-2021 Agreement employees may choose to enroll in any of the plans offered through the SEHBP, except Direct 10.

Employees shall contribute towards the premiums for their dental and medical insurances as set forth in CH. 78, P.L. 2011.

- B. Insurance as provided in Paragraph A above shall commence on the first of the month following 60 days of employment.
- C. The Board may substitute other insurance carriers so long as the insurance coverage is equivalent to or better than those being provided. The Association shall be given adequate notice prior to any such substitution together with all available information relevant to the proposed change.
- D. Board will offer payroll deductions to pay disability insurance premium authorized by the Association Membership.
- E. Medical Benefit Waiver - The Board offers Association members the opportunity to waive medical coverage annually, provided the employee furnish proof of alternate coverage, at the following rates:

Waive Employee/Spouse	-	\$3500.
Waive Parent/Child	-	\$3000.
Waive Family	-	\$5000.

As participants in the School Employees Health Benefits Plan, the Board retains the right to determine the extent of any payments for coverage waivers.

- F. Effective June 1, 2013 or as soon thereafter as possible, the Board will contribute the full premium for each employee up to a maximum annual cost of \$10,000 collectively for a long term disability plan with a monthly benefit of 60% of monthly earnings to a maximum monthly benefit of \$10,000 and a 90-day elimination period or as close as commercially available. If the cost of long-term disability insurance exceeds the maximum cost of \$10,000, then a proportionate ratio will be established for the employee contribution.

## ARTICLE X

### REIMBURSEMENT ELIGIBILITY

#### A. Tuition Reimbursement:

1. Employees are eligible for course reimbursement of tuition and fees for courses taken at accredited colleges and universities in accordance with the following:

A maximum pool of \$5,000 will be available to all employees in each year on a prorated basis, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

2. Only graduate courses which meet the criteria listed below will be reimbursed by the Board of Education:
- a. Approval in advance by the Superintendent.
  - b. Graduate courses not required by the state for certification in the position held by the staff member as waived by the Board upon recommendation of the Superintendent.
  - c. Course is related to the employee's assignment in the district as determined by the Superintendent.
  - d. Reimbursement will be made within sixty (60) days upon receipt of successful completion of the course with attainment of a final grade of B or better and submission of required paperwork.
  - e. Each employee shall be limited to a maximum of twelve (12) credits per year. Each employee shall be reimbursed at \$702.00 per credit.
  - f. Staff must remain for two years after receipt of reimbursement or the money received will be repaid to the District unless the staff member is non-renewed or resigns in lieu of non-renewal.

3. Certificate courses that meet the following criteria are eligible for reimbursement:
  - a. Approval in advance by the Superintendent.
  - b. Each 15 clock hours equals one graduate credit. Certification of time and course outline must be submitted.
  - c. Reimbursement shall be made no later than sixty (60) days subsequent to submission of Certificate and required documentation

B. Reimbursement for Conferences and Workshops

Employees who are full-time employees are eligible for reimbursement for attendance at conferences and workshops, both in and out of state, with prior approval of the Superintendent and in accord with New Jersey State Department of Education and State Board of Education regulations governing staff travel and reimbursement.

C. Cell Phone

The Board agrees that each Association member is entitled to a monthly allowance of \$125 for use of his/her personal data-enabled SMART phone for use for school district business as a non-accountable plan.

**ARTICLE XI**

**VACANCIES AND PROMOTIONAL OPPORTUNITIES**

- A. The Board agrees through the Superintendent to publicize all professional vacancies and promotional opportunities. When school is in session, a notice shall be posted on the Board Office bulletin board located in the main corridor next to the Board Office and on appropriate bulletin boards in each building.
- B. The notices of such vacancies shall clearly set forth the title of position, qualifications and duties of the position and salary range if established.
- C. All qualified and certified employees shall be given adequate opportunity to make application.

**ARTICLE XII**

**DEDUCTIONS FROM SALARY**

**Tax Sheltered Annuity:**

The Board will implement deductions for a Tax Sheltered Annuity Program.

The Association will furnish a list of up to five (5) Tax Shelter Annuity Vendors from which the participating employee shall designate the authorized deductions. In addition, the Board may offer the services of a Third Party Administrator ("TPA"). Employees may designate deductions for any approved provider within the plan offered by the TPA, provided there is no cost to the Board for such participation.

**ARTICLE XIII**

**PHYSICAL EXAMINATIONS**

All employees shall undergo the State-prescribed test for tuberculosis which shall be administered by the school nurse. X-ray tests shall be required of positive reactors only.

**ARTICLE XIV**

**LONGEVITY**

A. **Payroll:**

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

B. **Longevity:**

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

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

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

## **ARTICLE XV**

### **EMPLOYEE RIGHTS**

- A. Whenever any employee is required to appear before the Superintendent or his/her designee, the Board or any committee, representative or agent thereof concerning the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview.
- B. Employees covered by this Agreement shall provide the Board of Education with notice of at least sixty (60) calendar days notice prior to the effective date of any resignation and 120 days notice for retirement.

C. Legal Counsel:

The Board of Education agrees that whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such administrator, the Board shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of

appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom in accordance with present law or subsequent amendments of such law.

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

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

D. Complaint Procedure:

Complaints regarding an employee made to any member of the administration or Board by any parent, student, teacher or other person which may influence evaluation of an employee shall not be placed in his personnel file unless the employee has had an opportunity to review such material. He shall affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein.

The employee shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent or his designee and shall be attached to the file copy.

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

#### ARTICLE XVI

#### NOTIFICATION OF STATUS

On or before May 15th of each year or that date set by statute, if later, the Board shall give to each non-tenured administrator continuously employed since the preceding September 30th either:

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

**ARTICLE XVII**

**MISCELLANEOUS PROVISIONS**

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

**ARTICLE XVIII**

**SALARY GUIDE(S)**

Salaries of employees in this bargaining unit for the school years covered by this Agreement are set as follows:

Year 1	2.9% Increase
Year 2	2.9% Increase
Year 3	2.9 % Increase



ARTICLE XIX


DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2018 and shall continue in force and effect until June 30, 2021.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing and signed by both parties.

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

MORRIS COUNTY VOCATIONAL-  
SCHOOL DISTRICT ADMINISTRATIVE  
ASSOCIATION, INC.


MORRIS COUNTY VOCATIONAL  
SCHOOL DISTRICT BOARD OF  
EDUCATION

BY  \_\_\_\_\_  
President

BY  \_\_\_\_\_  
President

ATTEST:

ATTEST:

BY  \_\_\_\_\_  
Secretary

BY  \_\_\_\_\_  
Secretary