

Agreement

Between

**BOARD OF EDUCATION OF THE AREA
VOCATIONAL-TECHNICAL SCHOOLS OF MERCER COUNTY**

and

MERCER COUNTY VOCATIONAL EDUCATION ASSOCIATION

2008-2011

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ARTICLE I

RECOGNITION

- A. The Board of Education of the Area Vocational-Technical Schools of Mercer County (hereinafter the "Board") hereby recognizes the Mercer County Vocational Education Association, an affiliate of the New Jersey Education Association, (hereinafter the "Association") as the exclusive representative for collective negotiations and grievances concerning terms and conditions of employment for the following full-time positions:

Classroom Teachers
Teacher Assistants
School Nurses
Vocational Assessment Evaluators
Secretaries
Custodians and Painters
Student Personnel Services Coordinators
C.I.E. Coordinators
Apprentice Coordinators
Social Worker
Social Worker Coordinator
Student Admissions and Career Development Coordinator
School Counselor

- B. Unless otherwise indicated, the term "employee" or "Association Member" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined. All references to males shall be read to cover females as well, except where specifically stated otherwise.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. 1. The parties agree to enter collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith and mutual respect to reach agreement on all mutually agreed upon negotiable matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate; shall be reduced to writing; shall be submitted for adoption by appropriate action of the Board and the Association; and upon adoption shall be executed by both parties. The Board and the Association reserve the right to ratify or reject any tentative agreements reached by their negotiations committees.
2. During the first meeting of negotiations a calendar of negotiation meetings shall be established, a mutually acceptable place or places for the meetings, as well as the details relative to negotiation procedures shall be agreed to.
3. Negotiation meetings shall be held at a date and time mutually agreeable to the parties concerned.

- B. Before and during negotiations, the Board shall make available to the Association, upon proper advance request, the opportunity to inspect and use all pertinent public records, data and information concerning the Mercer County Vocational-Technical Schools.
- C. The Association and the Board agree to submit their written proposal for a successor agreement prior to the first meeting of the negotiating teams.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- E.
 - 1. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
 - 2. 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.

ARTICLE III

BOARD RIGHTS

The Board of Education retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including but not limited to the following areas: the determination and administration of educational policy; the operation of the schools; the management and control of school properties; courses of instruction; methods of instruction; materials for instruction; and the selection, direction, transfer, promotion, discipline or dismissal of all personnel.

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. Whenever any representative of the Association or any employee participates during working hours in negotiations, and grievance proceedings, he/she shall suffer no loss in pay
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon Principal's approval.
- C. The Association shall have the privilege of using school equipment with the permission of the Principal at the close of the regular school day when it is not being used for school purposes. The Association agrees that only experienced operators will use the equipment and that the Association will pay the cost of all materials and supplies. It is further understood that the use of school equipment shall be limited to that which is necessary for the preparation or reproduction of official Association communications or notices.
- D. The Association shall have in each school building, a bulletin board in a designated faculty lounge. The Association will also be assigned by the Principal space on the bulletin board in the main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal and shall be posted upon approval by the building Principal.
- E. The Association shall have the right to use the school mailboxes.

ARTICLE V

EMPLOYEES RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right, freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or as stated in Title 34:13A-5.3 of the PERC law: "Except as hereinafter provided, public employees shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from such activity." Alleged violations of this paragraph may be pursued before the Public Employment Relations Commission or any other appropriate legal forum, but shall not be arbitrable under Article VI of this agreement.
- B. No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.
- C. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly assigned functions during the workday.
- D. Employees shall be given a copy of any material concerning them which is placed in any file in the district at the time of insertion. All documents for employees' files shall be labeled "file." In the event that a copy is not furnished, then the original shall not be used against the employee in any subsequent proceeding. The Board shall adopt a policy reflecting the content of this sub-paragraph and it shall become a part of the business record keeping procedures of the school district. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during the review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in the file which (s) he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and, if in his/her judgment, they are obsolete or otherwise inappropriate to retain, they will be destroyed. The Superintendent's judgment shall not be arbitrable. Pre-employment material is not available for review by the employee.
- E. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law and do not interfere with the orderly operation of the school.
- F. The Board and the Administration agree to support employees in the performance of their duties subject to accepted standards of professional, ethical and statutory educational responsibility. This support includes mutual courtesy as well as protection from personal attacks and reprimands in the presence of others.

ARTICLE VI

GRIEVANCE PROCEDURES

Definition

1. A Grievance is defined as a complaint by an employee, or employees, that there has been to his/her, or them, a personal injury or inconvenience because of a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to: (a) any matter for which a method of review is prescribed by law, or (b) any rule or regulation of the State Commissioner of Education, or (c) any matter which, according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (d) as complaint of a non-tenured employee which arises by reason his/her not being reemployed, or (e) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
2. Nothing herein contained shall be construed as limiting the right of any employee who feels unjustly treated having grievances to discuss matters informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of a Committee, provided the settlement is not inconsistent with the terms of this Agreement.
3. The Board of Education will make appropriate arrangements to assure that disabled persons can participate in the grievance process on the same basis as the non-disabled. Such accommodations may include but are not limited to the provision of interpreters or the assurance of a barrier-free location for the grievance hearing.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment.

C. Procedure

1. A grievance should be presented for consideration as promptly as possible, and in no event later than twenty (20) school days after the employee has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three (3) steps shall be considered a satisfactory adjustment unless, within seven (7) school days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. In the event the 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 following school year, could result in irreparable harm to a party in interest, 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.
4. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing.

Level One

1. Any employee who believes he/she has a grievance shall discuss the alleged grievance with his/her immediate Supervisor/Principal in an attempt to resolve the matter informally at that Level.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within the five (5) school days, he/she shall set forth his/her complaint in writing to his/her Supervisor/Principal. The Supervisor/Principal shall communicate his/her decision to the employee, in writing, within three (3) school days of receipt of the written complaint.

Level Two

The employee may appeal the Supervisor/Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and must set forth the grounds upon which the grievance is based. The Superintendent of Schools shall then confer with the concerned parties. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent of Schools shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Principal.

Level Three

Any employee is hereby given the right to appeal the decision of the Superintendent of Schools to the School Board within ten (10) school days of the receipt of the written decision with supporting reasons. The appeal shall be made by filing a Notice of Appeal with the School Board Secretary which notice shall be accompanied by a copy of the decision along with written reasons in support of the appeal. The School Board shall hold a hearing with the Employee, or Employees, if requested, and render a written decision within thirty (30) calendar days of receipt of the Notice of Appeal by the Board Secretary.

Level Four

The Association and the Board shall have the right to refer the decision of the Board to binding arbitration by written notice to the other party within ten (10) school days of receipt of the written decision of the Board.

The Public Employment Relations Commission shall be the agency used in selecting an arbitrator and in the arbitration procedures.

This arbitrator, in making his/her award, shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall not alter any part of the Agreement between the parties or any policy of the Board. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's award. The expense and salary for the services of the arbitrator shall be shared equally by the Board and the Association.

All meetings and hearings under the grievance procedures outlined in the four levels shall not be conducted in public. The Board and the aggrieved shall mutually respect confidences regarding public disclosure of the nature of the grievance through all levels of this process.

ARTICLE VII

EMPLOYEE ASSIGNMENT

- A.
1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.
 2. Employees shall be notified of any changes in their schedules as soon as practical.
 3. Employees required by the Principal/Supervisor to use their own automobiles in the performance of their assignment shall be reimbursed per mile for all such travel at the current IRS rate of reimbursement.

ARTICLE VIII

POSITION OPENINGS

All vacancies in positions within the District, except for supervisory positions, shall be posted for at least ten (10) calendar days prior to the deadline for submission of all applications. Postings shall occur in one location at Assunpink, Sypek, Health Careers Center and Performing Arts. This article shall not apply in the case of an emergency as determined by the Superintendent in his/her sole discretion.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A.
1. The Superintendent and Supervisors of Staff agree to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction and work practices.
 2. In-service programs shall be conducted during the in-school employee workday, if employee attendance is required.
 3. Whenever the Board of Education requires an in-service course, workshop, or seminar to be offered for the benefit of the system, all related charges approved by the Superintendent shall be paid by the Board.
 4. In addition to district-wide in-service programs, the Superintendent will act upon requests of individual employees for authorization to attend workshops, conferences or seminars for the purpose of professional or technical improvement. If approved, such authorization will include all costs related to the attendance at such activities including reasonable per diem allowance for meals, travel and lodging as appropriate and will be subject to NJDOE regulations.
- B.
- All staff with emergency or a provisional certification who achieves full certification will be granted an increase in annual salary by one increment and will be paid in accordance with the new salary rate upon receipt of certificate by the Superintendent's office, commencing the payroll period following Board approval.

- C. After achieving full certification and receiving an increment as outlined above, an instructor may still take professional development work and acquire a bachelor's degree or an advanced degree in the area of education of their certification. The degree shall be presented to the Superintendent's office for verification and the Superintendent will then make a recommendation to increase the instructor's salary by one increment, effective July 1 of the next school year. In the event that the eligible employee is at the top of his/her guide, upon recommendation by the Superintendent he/she shall receive an additional \$1,000.00 in compensation annually effective July 1 of the next school year.
- D. The Board shall reimburse no more than six-hundred (\$600) for each employee covered by this Agreement for courses taken at any accredited school, college or university toward a matriculated degree. In addition, staff who wish to pursue technical upgrading courses shall be reimbursed by the Board providing that written application is submitted prior to taking the course to the immediate Supervisor and Superintendent for approval. The Superintendent shall respond in writing within two (2) weeks of his/her receipt of the request. Payment shall be made upon receiving the tuition receipt and official transcripts of a completed course with a "B" average or above (includes B-) and pass (in pass/fail courses) by the Superintendent's office.
- E. A stipend of one thousand two hundred dollars (\$1200) shall be paid to each employee for each curriculum project developed and recommended by the Superintendent and approved by the Board of Education.
- F. Any inservice workshops/training seminars for teachers and coordinators which the Board determines to provide shall be eligible for continuing education as defined by the provisions and requirements of the Continuing Education Code, N.J.A.C. 6:11-13.1 et seq., as amended and modified hereafter.

ARTICLE X

EMPLOYEE EVALUATION

- A. Performance appraisals of all personnel will be conducted at times as determined by the Principal and as requested by the Superintendent. All appraisals will be made out in triplicate; one copy for the Superintendent, one copy for the employee, and one copy to be maintained in the Principal's office.
- B. Employees shall be provided with a copy of each observation/evaluation forty-eight hours prior to any post-observation evaluation conference occurring.
- C. Employees must deliver their completed PDP's to their immediate supervisor/evaluator by 4:00 PM on the second Friday in May of each year. Employees shall receive copies of all evaluations at least one week prior to the close of the regular school year.

ARTICLE XI

WORK YEAR

- A. The work year for certificated staff and Assistants shall be as follows:
1. Ten (10) month Teachers and Teacher Assistants shall work no more than one hundred eighty-five (185) days per year. All newly employed Teachers and Teacher Assistants shall be required to work two (2) additional orientation days prior to the commencement of the school year
 2. Ten month coordinators shall work no more that one hundred-eighty-five (185) days per year; however, they may be required to work an additional ten (10) days on an as needed basis. Unless otherwise mutually agreed, such days shall be scheduled adjacent to the beginning or end of the year or some combination thereof. Compensation for such additional work shall be at his/her per diem rate.
 3. Twelve (12) month teachers and coordinators shall work no more than two hundred sixteen (216) days per year.
- B. The non-certificated staff shall work on all weekdays of the year except as follows:
1. They shall not be required to work on vacation days as provided in Article XIII of this Agreement.
 2. They shall receive not less than thirteen (13) scheduled holidays in observance of the following:

July 4	Labor Day
Thanksgiving Day	Christmas Eve
Thanksgiving Friday	Christmas Day
Martin Luther King Day	New Year's Day
Good Friday	Memorial Day
- The exact schedule for the observance of the ten listed holidays shall be established annually by the Board. An additional three holidays shall be scheduled by the Board within the ten month student calendar.
3. They shall be guaranteed not less than ten (10) additional non-work days scheduled during or in lieu of Winter and Spring breaks.
- C. 1. Whenever non-certificated staff are required to cover assignments to maintain office or building coverage on the scheduled non-work days provided under section B.3. of this Article, the coverage hours shall be from 9:00 a.m. to 3:00 p.m. with no lunch break; in return, a full comp day will be granted. The coverage schedule for these days shall include all non-certified employees on the effected campus, inclusive of the Performing Arts High School with the Assunpink Center. A list of all affected employees will be developed based on seniority for each Center and followed for each scheduled break on a rotating basis. If he/she declines the coverage when his/her name comes up on the rotation, he/she will be required to work during the next recess/break.

2. Whenever non-certificated staff are required or requested to work on the holidays provided under B.2. of this Article, they shall receive additional compensation in accordance with Article XII, B.4. and C.4. of this Agreement. The holiday shall count as a full day worked for purposes of determining when the threshold of forty (40) hours has been reached.
- D. Employees included under 18A:31-2 shall be permitted to attend both days of the Annual Convention of the New Jersey Education Association without loss of pay.
 - E. Except as required under Article XII, Section C.7., employee attendance shall not be required when student attendance is not required due to inclement weather.

ARTICLE XII

WORKDAY

- A. 1. Teachers must check-in and check-out in the appropriate column of the personnel roster. On each workday all ten month Teachers and Teacher Assistants shall sign in at 7:45 a.m. and shall sign out at 3:15 p.m.

Performing Arts teachers shall sign in at 11:30 a.m. and sign out at 3:15 p.m., Performing Arts contact hours shall be two hours and forty-five minutes per day. These hours are for half-day programs only.

All other Teachers are expected to be on the job at least fifteen (15) minutes before the start of the A.M. session and to remain fifteen (15) minutes after the close of the P.M. session of the school day. Student contact hours shall be five and one-half (5-1/2) hours per day, except that nurses engaged in a full clinical supervision day shall work seven and one-half (7-1/2) hours, with forty-five (45) minutes included for lunch and fifteen (15) minutes included for break.

Teachers may volunteer service in the district above and beyond these hours. Such time shall be considered as professional employment for insurance purposes.

2. The lunch period for teachers shall be forty-five (45) minutes per day.
 3. Teachers who are required to work evenings shall be compensated. Attendance at Parents' Night, Open House, Graduation and Students' Orientation Night shall continue to be on a voluntary basis without compensation; however, teachers in the Sypek and Assunpink Centers shall receive an early release time of 2:45 p.m. on the day of these events and teachers at the Performing Arts and Health Careers Center shall receive an early release time of 15 minutes on the two consecutive days immediately following the day of these events.
- B. 1. The regular work hours for secretaries shall be:
 - (a) From Labor Day until June 30: seven and three-quarter (7 3/4) hours per day, not extending beyond 4:00 p.m., nor beginning before 7:30 a.m.

- (b) From July 1 to Labor Day: seven (7) hours per day, not extending beyond 4:00 p.m., nor beginning before 7:30 a.m.
 - (c) Effective September 1, 2002, actual hours shall be 7:30 a.m. to 3:15 p.m. except if altered by mutual agreement within the above parameters.
 - (d) As is presently the case, secretaries will be allowed to select their seven and three-quarters ($7\frac{3}{4}$ - regular) or seven (7 – summer) hours provided that all office areas are covered from 7:30 a.m. to 4:00 p.m.
- 2. Secretaries shall receive a one (1) hour lunch per day.
 - 3. The regular workweek shall be Monday through Friday. The offices shall be closed on Saturdays unless program changes warrant a readjustment of working days.
 - 4. When additional time beyond regular hours is needed to do the work assigned, such time shall be paid at a rate equal to the regular hourly rate up to forty (40) hours per week, and one and one-half ($1\frac{1}{2}$) times the regular hourly rate for hours beyond forty (40) per week.
- C.
- 1. Custodial employees shall have a five (5) day, forty (40) hour workweek as scheduled by the Supervisor of Buildings and Grounds. From July 1 to Labor Day they shall work one-half ($\frac{1}{2}$) hour less per day.
 - 2. Custodial employees shall receive a one-half ($\frac{1}{2}$) hour lunch per day.
 - 3. Custodians working the evening shift shall receive a differential in the form of eight (8) hours pay for seven (7) hours of work. An evening shift shall be any shift that ends at 6:00 P.M. or later on a work day.
 - 4. When additional time beyond regular hours is needed to do the work assigned, such time shall be paid at a rate equal to the regular hourly rate up to forty (40) hours per week, and one and one-half ($1\frac{1}{2}$) times the regular hourly rate for hours beyond forty (40) per week.
 - 5. Custodians I and II holding a New Jersey Black Seal License may be requested by the Supervisor of Buildings and Grounds to conduct inspections during weekends and holidays or when school is not in session. A list shall be posted at each work site and inspection assignments shall be offered to the next qualified person, provided that person is not already engaged in other employment for the Board at that time. If said employee refuses the assignment he/she shall be rotated to the bottom of the list. Whenever possible, except in cases of emergency, such inspections shall be required on prior notice of at least two (2) workdays. They shall receive compensation of one and one-half ($1\frac{1}{2}$) times their hourly rate for at least four (4) hours of time.
 - 6. When custodians are called in on any emergency call when they would otherwise not be scheduled to work, such as weekends, holidays, or scheduled school recesses, they shall receive compensation of one and one-half ($1\frac{1}{2}$) times their hourly rate for at least four (4) hours of time.

7. Custodial employees may be required to work during an emergency school closing. Custodial employees who work during an emergency school closing shall receive, in addition to a regular day's pay, payment at their regular hourly rate for each hour or fraction thereof actually worked.
 8. The district shall have the right in its sole discretion to hire substitutes when any employee absence occurs. In the event a substitute custodian is not available and a shift change is required by an employee, a two week notice will be given to the employee where feasible. If an emergency situation occurs and less than two weeks notice is given, any employee who volunteers to accept such temporary assignment will be paid time-and-a-half for the shift that they are covering. A district-wide list shall be posted at each work site and shift change assignments, whether emergent or with two weeks notice, shall be offered only to the next qualified Custodian II. If said employee refuses the assignment he/she shall be rotated to the bottom of the list. In the event all Custodian II's on the list refuse to accept voluntarily a shift change, then the Supervisor of Building and Grounds or his designee may offer the shift change assignment to a Custodian I employee. If no Custodian I accepts the shift change assignment, then the Supervisor of Building and Grounds or his designee may appoint involuntarily the first person on the Custodian I list previously used.
- D.
1. Coordinators, who receive no extra compensation for night work, are not limited to specified hours, but are expected to give whatever time is necessary to accomplish the work assigned to them. They are expected to keep the office to which they are assigned informed as to where they are during the hours the office is open for business.
 2. The regular office hours for coordinators shall be:
 - (a) From Labor Day until June 30: 7:45 a.m. to 3:15 p.m. = 7-1/2 hours
 - (b) From July 1 to Labor Day: 8:45 a.m. to 3:45 p.m. = 7 hours.
 - (c) It is understood that when additional time is needed to do the work assigned, those involved will stay on the job a reasonable amount of time without extra compensation.
 3. Coordinators shall receive a one (1) hour lunch per day.
 4. The regular workweek shall be from Monday to Friday. The office shall be closed on Saturdays unless program changes warrant a readjustment of working days.

ARTICLE XIII

VACATIONS

- A. Vacations shall not be cumulative from one year to another. However, this shall not prohibit the Superintendent from permitting an employee, who requests in writing (includes e-mail), to take a vacation earned by service in one school year within a reasonable period of time after the beginning of the next school year. The pay during the time of vacation shall represent the employee's regular salary amount approved for the particular school year.

- B. The time of all vacations shall be at the discretion of the Superintendent.
- C. No one who has been employed less than three (3) months shall be granted a vacation. During the first twelve (12) months of employment, secretaries and custodians shall earn three-quarters (3/4) of a day per month. Following his/her first twelve (12) months of employment, he/she shall earn one and one-quarter (1-1/4) days per month. Thereafter, they shall earn fifteen (15) days per year. After fifteen (15) years of employment with the District they shall receive twenty (20) vacation days per year. Twelve (12) month coordinators and teachers shall receive twenty (20) days per year, prorated if they start after the beginning of the year.
- D. In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.
- E. One week's vacation time may be taken in days.

ARTICLE XIV

SICK LEAVE

- A. Employees shall not be absent from work without first obtaining permission from the Superintendent, unless the absence is caused by personal illness which is covered by sick leave.
 - 1. Sick leave is hereby defined to mean the absence from the employee's post of duty because of personal disability due to illness, injury, or because the employee has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease.
- B. They shall forfeit their pay for absence for any cause except Contingency Leave days and Personal Leave Days, outlined hereafter, except that the Superintendent shall have the authority to excuse upon request and at his discretion any employee for one day's absence from duty without forfeiture of salary.
- C. In case of personal illness, allowance of full pay will be made for twelve (12) days in any school year for 10-month employees and fourteen (14) working days in any school year for 12-month employees. If any such person requires in a school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulated to be used for additional sick leave with full pay in subsequent years. Employees who report for work and become ill will be charged one (1) hour sick leave for each hour or portion of an hour not worked. Employees shall not be charged sick time if the employee is absent because of illness during dwell time or lunch time.
- D. In cases where an employee requires in any school year more than the allowable number of sick days plus his/her accumulated number of days from past years, the number of days over this allowable total will be reported to the Board of Vocational Education. He/she may receive full pay for these extra days when recommended by the Superintendent and approved by the Board of Education. A doctor's certificate stating the illness, the inability of the employee to report for work, and the period of such disability will be required in case of absence on account of personal illness for more than three consecutive working days.

E. Upon retirement under the rules and regulations of the New Jersey Teachers' Pension & Annuity Fund or the Public Employees Retirement System of New Jersey, the Board of Education of the Vocational Schools in the County of Mercer shall provide supplemental compensation for unused sick leave as follows:

1. For employees hired and on the payroll prior to July 1, 1988, the procedure for determining compensation shall be fifty (50%) percent of the unused portion of sick leave accumulated with the Mercer County Vocational School District, as of July 1 of the last year of employment, times the daily rate of pay established by the existing guide at the time of retirement. For employees hired and on the payroll commencing on or after July 1, 1988, the procedure for determining compensation shall be fifty (50%) percent of the unused portion of sick leave accumulated with the Mercer County Vocational School District, as of July 1 of the last year of employment, times one-half the daily rate of pay established by the existing guide at the time of retirement.
2. The maximum payments under this clause shall be \$1,000 per year of service in the district for certificated employees, and \$500 per year of service in the district for non-certificated employees.
3. To qualify for the supplemental compensation, personnel must submit written notification to the Superintendent of Schools on or before December 1, of their intention to retire the following July 1; if notification is provided after December 1, payment shall be made on or about the second July 1 following notification. An employee may elect to receive supplemental sick leave compensation as a single lump sum payment or annually over a two (2) year period.
4. In the event of death of an employee prior to retirement, benefits payable under this section shall be paid to his/her estate.
5. For employees hired after July 1, 2000, the maximum payment each under this section shall be \$10,000.00.

F. In addition to paragraph E., employees shall be eligible annually to receive supplemental compensation based on the following:

1. "Eligible days" are those days accumulated each year over and above ten (10) days, i.e., the first ten (10) days per year of unused sick leave are not eligible for conversion to supplemental compensation but are accumulated per law as sick leave for use in the future or for supplemental compensation under paragraph D. upon retirement. Employees with ten (10) days or less remaining of their annual allotment at year's end have no eligible days for annual supplemental compensation.
2. Days converted annually to supplemental compensation are not carried forward for use in the future as accumulated sick leave or supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.
3. Payment shall be in accordance with paragraph E.2. above.
4. Payment shall be made in July for eligible days accumulated in the preceding school year.

5. Participation in the annual supplemental compensation program outlined above is voluntary.
6. Paragraph F. shall be interpreted and applied as follows:
 - a. The first payment under this paragraph shall be made in July.
 - b. Notice from an employee of a desire to receive payment in any July must be received by the first day of the preceding December.
 - c. Payment in July shall be based on the number of days an employee has accumulated as of the preceding June 30 compared to the number of days he/she earned during his/her years of employment in the district. No payment is available for the first ten (10) days of sick leave earned in each year based on the average number of days accumulated per year as of June 30. Therefore, the formula shall be:

Number of days earned since employment

- 10 x number of years of employment

equals number of days eligible for payment

All days relevant to this formula shall reflect prorating for any years of partial service.

- d. For employees who do not choose to receive this payment in July but choose to do so in some future year, the above formula shall also apply when calculating their eligible days, i.e., they shall be paid for days over and above an average of ten (10) days earned per year since their employment.
- e. Sick days converted to supplemental compensation and are not carried forward for use in the future as accumulated sick leave or for supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.

ARTICLE XV

CONTINGENCY LEAVE DAYS

- A. In addition to sick leave, absence without salary deduction shall be allowed in the amounts specified for each of the following cases, provided that the total number of days so used do not exceed six (6) in any one school year.
 1. In the case of the death of a nephew, niece, uncle or aunt, brother-in-law or sister-in-law or grandparent no deduction in salary will be made for absence on the day of the funeral.
 2. In the case of sickness in the immediate family (See "B" below) no deduction will be made for one day of same sickness. A supervisor/principal or superintendent may require reasonable proof for contingency leave days.

3. In case of absence by reason of court subpoena, no deduction in salary will be made, except where the absentee is a party to the suit.
4. Persons employed as full-time permanent employees of Mercer County Vocational Schools will be entitled to four (4) days of Contingency Leave during the school year July 1 through June 30, for personal business, including religious observations.
5. Contingency Leave will be granted only if written request is submitted in advance to the immediate Supervisor/Principal for review, who in turn will submit same to the Superintendent for approval.
6. Contingency Leave will not be charged against vacation time, but cannot be taken in conjunction with vacation.
7. Contingency leave days pursuant to Article XV(A 4.) remaining unused at the end of the school year will accumulate as sick leave pursuant to Article XIV.

B. Family Bereavement Leave

1. In case of the death of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child, or grandchild no deduction in salary will be made for absence on the five working days following such death.

ARTICLE XVI

LEAVE OF ABSENCE

Leave of absence, particularly professional improvement leaves for tenured professional staff, shall be given full consideration by the Superintendent. The request should be made in a reasonable time prior to the actual leave, thus allowing sufficient time for due consideration to be given to the employee's request and the school system. An explanation of the decision shall be returned, in writing, within a two-week period of time after the request for the leave has been made. During the period of an approved leave of absence without pay (i.e. for extended periods of one month or more), all health/medical benefits are only available to the employee and dependents through the provisions of COBRA and FMLA.

ARTICLE XVII

MATERNITY LEAVE

The Board shall grant maternity and/or childcare leaves to any employee upon request subject to the following stipulations and limitations:

- A. 1. The Board shall grant a leave of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability as set forth in N.J.S.A. 18A:30-1 et seq. and Article XIV, "Sick Leave", of this Agreement. An employee on such a leave may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth.

2. Any employee who becomes pregnant shall notify the Board of the anticipated due date at least three (3) months prior to said date. Such notification shall be accompanied by a certification from a physician regarding the anticipated due date.
 3. Such employees shall notify the Board of the date on which they plan to commence their pregnancy disability leave thirty (30) days prior to the beginning of the leave. No physician's certification shall be required for leaves that commence within four (4) calendar weeks prior to the anticipated due date and terminate within four (4) calendar weeks after the birth of the child. The Board may require the employee to produce a certificate from a physician in support of requested leave dates commencing earlier than four (4) calendar weeks prior to the anticipated due date or terminating later than four (4) calendar weeks after the birth of the child. If the Board desires a second medical opinion the employee may, at her option, obtain said second opinion from the Board's physician at Board expense or from a mutually agreed second physician at her own expense.
 4. Employees who notify the Board of certain anticipated disability dates and who subsequently require medical leave earlier than the dates initially requested, or extending beyond the termination date originally requested, shall be entitled to use their accumulated sick leave during this additional period of time. The Board may require the employee to produce a certificate from a physician in support of the modified leave dates. If the Board desires a second medical opinion the employee may, at her option, obtain said second opinion from the Board's physician at Board expense or from a mutually agreed second physician at her own expense.
 5. Nothing in this Section A. shall be construed as limiting a pregnant employee's right to take disability sick time prior to giving notice whenever such need arises.
- B. Child-rearing leaves without pay shall be granted for the duration of the school year in which they commence and shall be renewed for tenured staff for one (1) additional year at the employee's request. Such leaves shall commence immediately following the period of pregnancy disability in the case of the mother, and at the point of childbirth in the case of the father. Such leaves shall be applied for at least sixty (60) school days prior to the requested commencement date. Such unpaid absences shall be without benefits except for what would be allowed under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act which are subject to their individual notice requirements.
- C. Any employee adopting a child (up to the child's (12th) birthday) shall be granted a childrearing leave as set forth in paragraph B. above except that the leave shall commence upon physical custody of the child, or earlier if necessary to fulfill the requirements of the adoption agency, and application shall be made as soon as the employee has been approved by the adoption agency.
- D. Any employee may request an early return to duty from a child-rearing leave by notifying the Superintendent of Schools in writing. The Superintendent shall respond with the decision within four (4) weeks of the request.
- E. Advancement on the salary guide shall be as follows: The employee shall be granted a full salary step if he worked sixty-five (65%) percent of his work year, either ten (10) months or twelve (12) months, in which the leave commences. Paid sick leave shall count as time worked for purposes of salary guide movement.
- F. Unpaid leaves under this Article shall not be counted for tenure attainment.

ARTICLE XVIII

PROTECTION OF EMPLOYEES AND PROPERTY

- A. The Board of Education and the Mercer County Vocational Education Association recognizes their responsibilities as defined in the following State Statutes: 18A:16-6; 18A:16-6.1; 18A:25-2; 18A:33-1; 18A:40-6.
- 18A:16-6 - Indemnity of officers and employees against civil actions
- 18A:16-6.1 - Indemnity of officers and employees in certain criminal actions
- 18A:25-2 - Authority over pupils
- 18A:33-1 - District to furnish suitable facilities; adoption of courses of study
- 18A:40-6 - In general (Health Measures)
- B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor.
2. Such notification shall be immediately forwarded to the Superintendent, the Superintendent shall comply with any reasonable request from the employees for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in an appropriate way as liaison between the employee, the police, and the courts.
- C. Malpractice Insurance shall be paid by the Board for those instructors teaching in the Health Occupations, Practical Aide and Medical Assistant program and the School Nurse, through the school's Blanket Malpractice Insurance Policy.

ARTICLE XIX

CLASS SIZE

- A. Educators are generally agreed that good teaching requires reasonable limits to be set on the number of students in particular shops, laboratories and classrooms. In order that the education offered by the Mercer County Vocational-Technical Schools shall be quality education, the Board will cooperate in a policy of establishing reasonable class sizes.
- B. Where class sizes exceed reasonable numbers, the concerned instructor shall have the right to consult with the Principal in reference to alleviating the condition.

ARTICLE XX

WAGES

A. Salary:

1. Salary will be paid by check or direct deposit on the 15th and end of the month. If either day falls on a non-work day, then payment will be on the previous work day. In addition, 10-month employees are hereby given the option of receiving their ten months' salary over a 12-month period.
2. Under no circumstances will the Mercer County Board of Vocational Education make payroll advances other than for vacation periods.
3. When an employee is absent from his/her post of duty due to an injury caused by an accident within his/her employment, the employee will continue to receive his/her regular salary for a period up to one year. The employee is required to reimburse the Board for any workers' compensation award received for wage replacement or in lieu of salary. An employee's regular salary will reduced by the amount of the bi-weekly workers' compensation award. When a workers' compensation check is received, it will be forwarded immediately to the employee. Copies of the check or back-up showing the period covered will be kept in the employee's file. At the next regularly scheduled Board payroll date, the employee will receive a gross salary check equal to his/her regular salary less the workers' compensation award received. Payroll deductions will be based on the "net gross pay" (i.e. regular salary less workers' compensation), except for the employee's pension contribution which must be based on his/her full pension salary. If an employee receives an award or settlement from Workers' Compensation other than for wage replacement or in lieu of salary, that award or settlement shall not be reimbursed to the Board. During said temporary disability, the employee shall not be deducted for sick leave. All medical benefits will continue on the same level as if the employee were not disabled.
4. Salary Guide for all full time employees by job title covered by this Agreement is attached hereto and made a part hereof as Exhibit 1.

B. Increments:

1. Step increases are granted at the start of each new school year to all employees hired prior to March 1 of the preceding school year. If employment takes place after said date, those employees shall not receive a step increase.
2. An increment is not automatic, increments can be granted annually only on the recommendation of the Superintendent and the approval of the Board. Increments can be given until the top step of the employee's classification has been reached.
3. An increment may be withheld by the Superintendent if service is unsatisfactory. Unsatisfactory performance can be attributed to "evaluation of job performance", "insubordination", "failure to comply with Mercer County School Board Policy", "lack of professional ethics." These reasons are not intended to be all-inclusive. The aggrieved employee has the right to appeal to the Mercer County Vocational School Board.

C. Salary Deductions

1. The County Board of Vocational Education offers employees to select various payroll deductions in addition to compulsory deductions. The only compulsory deductions are: Federal Income Tax, FICA (Social Security), State Income Tax, and the New Jersey Public Employees' Retirement System, and/or Teachers Pension & Annuity Fund. All compulsory deductions will be made from the employee's paycheck.
2. Contributory insurance is compulsory for one year. After the first year, contributory insurance may be discontinued, however, it may not be reinstated once discontinued. Dues for M.C.V.E.A. shall be deducted annually for employees on payroll as of July 1.
3. Optional deductions will be made from the employee's paycheck upon written authorization by the employee for deductions approved by the Board.

D. Longevity Allowance:

1. The Board of Education shall provide a longevity allowance for employees hired prior to July 1, 2000, in addition to their regular salary, as indicated:

15 Years - An employee after the fifteenth (15th) year of employment with the school system shall receive a longevity allowance of \$1050.00 plus the regular annual salary.

20 Years - An employee after the twentieth (20th) year of employment with the school system shall receive a longevity allowance of \$1300.00 plus the regular annual salary.

25 Years - An employee after the twenty-fifth (25th) year of employment with the school system shall receive a longevity allowance of \$1550.00 plus the regular annual salary.

For employees hired after July 1, 2000, the Board of Education shall provide a longevity allowance for employees in addition to their regular salary, as indicated:

20 Years - An employee after the twentieth (20th) year of employment with the school system shall receive a longevity allowance of \$1000.00 plus the regular annual salary.

25 Years - An employee after the twenty-fifth (25th) year of employment with the school system shall receive a longevity allowance of \$1200.00 plus the regular annual salary.

- D. Whenever any non-certificated employee is designated by the immediate supervisor, principal or Superintendent to substitute for and perform the duties of another employee at a higher rank, the substituting employee shall receive the higher pay differential, based on his or her step on the higher-rank salary guide, retroactive to the first (1st) day of assignment provided he/she performs the duties of another employee at a higher rank for five (5) consecutive days in the position.

F. Employees shall receive a taxable stipend for chaperoning student activities as follows:

Seventy-Five Dollars (\$75.00) per weekend day

One Hundred Dollars (\$100.00) overnight and One Hundred Dollars (\$100.00) for next day.

ARTICLE XXI

FRINGE BENEFITS

A. **HEALTH BENEFITS PROGRAM:**

Effective May 1, 2009, the County Board of Vocational Education will adopt and provide medical insurance and prescription coverage under the New Jersey School Employee's Health Benefits Plan. The Board will cover all full-time employees covered by this Agreement and their dependents for the medical and prescription coverages. Employees will be able to select any of the plan offerings including Horizon Direct 10, Horizon Direct 15, or AETNA HMO or Cigna HMO. Premium costs will be paid by the Board for any plan chosen by the employee, both for the employee and all eligible dependents. (Any future change of carriers by the Board will require that the plan be equal to or better than the insurance plan in effect as of July 1, 2009). During the term of this Agreement, any change of carriers will require that the health insurance and prescription coverage will at least be equivalent to the plan provided in this Section.

B. **DENTAL PLAN:**

The Board agrees to provide the New Jersey State Health Benefit Dental Expense Plan to its employees and their eligible dependents, with premium paid by the Board for any level of coverage selected. The deductibles are \$50 per individual and \$150 family. The NJ SHBP Dental Expense plan will pay:

100% Diagnostic and Preventative
80% Basic Restorative
65% Major Restorative
50% Periodontic, Prosthodontics

The plan maximum per insured per year is \$3000 except orthodontic expenses which has a separate \$1,000 individual lifetime benefit maximum.

C. **CONTRIBUTORY INSURANCE:**

The full-time employee covered by this Agreement must join the Group Life Insurance Plan for at least the first year of employment and he/she will pay the premium for this insurance as a payroll deduction. At his/her option, the full-time employee covered by this Agreement may discontinue this coverage any time after one year of service upon written notification of one month to the Payroll Department. However, once it has been discontinued, the insurance may not be reinstated.

D. PENSION PLAN:

The full-time employee covered by this Agreement is required to enroll in the Public Employees' Retirement System or Teachers' Pension & Annuity Fund, whichever is applicable. Upon written notification of induction into the Plan by the Pension Division, the required periodic contribution will be made as a payroll deduction on a regular basis by the Payroll Department. Should any back payments be required due to the delay in notification of enrollment in the Plan, such back payments will also be deducted automatically during the prescribed period.

E. VISION CARE:

The Board shall provide a vision care plan for employees only, providing for an examination every twelve (12) months, and lenses and frames every twelve (12) months, with no deductible. The Board will pay the full cost of the premium. The Board retains the right to change carriers as long as the level of benefits is the same.

F. SHOP ATTIRE AND UNIFORMS:

1. All full-time instructors shall be provided with shop attire and uniforms for his/her use for instructional purposes.
2. For custodians, the Board shall provide yearly, three (3) uniforms of good quality and one jacket. All clothing must bear the school logo, which will be provided.

The amount of up to \$100.00 shall be paid yearly to custodians and painters covered by this Agreement toward the purchase of one pair of heavy-duty work shoes. Proof of payment must be submitted to the Board office for reimbursement.

The Board shall provide one pair of heavy-duty work gloves to those employees that require work gloves and a full length one piece raincoat of good quality for employees required to work in inclement weather.

3. For the painter, the Board shall provide yearly three (3) uniforms (consisting of white pants and shirt) and one jacket. All clothing must bear the school logo, which will be provided.
4. The Board shall provide yearly three (3) uniforms for nurses and clinical instructors to include one (1) pair of shoes (not to exceed \$100 for shoes)

G. MEMBERSHIP DUES

The Board shall assume the cost for teachers/coordinators for membership to Associations related to position and program areas for teachers and coordinators covered under this Agreement, as approved by the Superintendent.

Life membership on the position shall be obtained, where applicable, to realize a greater saving to the Board. Also, the Board shall pay membership dues to Community Service organizations as approved by the Superintendent.

H. CONVENTION ATTENDANCE

Requests by coordinators to attend conventions applicable to the school system, plus expenses to be incurred, shall be submitted to the Superintendent, in writing, and through the Superintendent, shall be brought to the attention of the Board. Convention attendance shall be subject to NJDOE regulations.

I. INSURANCE WAIVER PAYMENTS

The Board will pay 25% of the saved premiums to employees who waive insurance coverage under paragraphs A, B, or E above. Payments will be made in two (2) equal parts in January and in June. Proof of alternative coverage must be supplied by the employee. Re-enrollment in any of the plans will be governed by the rules of the carrier.

J. BLACK SEAL LICENSE

Each employee possessing a valid Black Seal license shall receive a stipend of \$750.00 per fiscal year. Employees who acquire a Black Seal License as required by the Board shall receive a stipend of \$750.00 prorated for the first fiscal year in which they receive their license.

K. PERFORMING ARTS – STIPEND FOR HALF-TIME INSTRUCTIONAL STAFF

Effective July 1, 2008, Performing Arts Half-Time Instructional staff shall receive a stipend in the amount of \$1,500.00 prorated for services rendered to include Drama, Dance and Vocal Productions, Festivals and Auditions conducted on and off-site, not to exceed three (3) productions annually unless mutually agreed upon by instructor and administrator.

In addition, compensatory time will be granted whenever instructional staff attendance is needed before or after a scheduled workday as outlined in Article XII A.1 above. This time must be scheduled and approved in advance of the activity.

ARTICLE XXII

NOTIFICATION OF EMPLOYMENT, RETURN OR RESIGNATION

On or before April 30 of each school year, employees covered by this Agreement shall receive a statement as to their contracted salary or wage rate which indicates the Mercer County Vocational School Board's approval of same. In addition, a Return Notice Form will be included which indicates to the Mercer County Vocational School Board the employees' option to resign or to be considered for another position. A letter of resignation, including resignation to retire, shall be submitted sixty (60) days before termination of employment.

ARTICLE XXIII

MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association hereby agree that in the application and administration of this Agreement they will observe the State Law regarding non-discrimination. N.J.S.A. 10:5-12.
- D. The Board and the Association agree that in the event that any realignment or merging of the district or future subcontracting of existing employee positions is considered by the Board, that the Board will notify the Association at least ninety (90) days prior to any Board action on the matter under consideration.
- E. The Board shall provide a copy of the within Agreement to all new employees within the Recognition Clause hired by the Board.

ARTICLE XXIV

AGENCY SHOP

The parties agree to implement an agency shop provision pursuant to New Jersey Statutes. This provision shall be effective upon the submission of an appropriate demand and return system to the Board.

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- A. The Board gives the Association timely notice in writing any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- B. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

In the event that "agency shop" is declared to be unlawful by any state or Federal Court, then this Article shall be considered null and void and shall be removed from this contract.

ARTICLE XXV

DURATION OF AGREEMENT

The effective date of this Agreement shall be July 1, 2008, and this Agreement shall remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers.

MERCER COUNTY VOCATIONAL EDUCATION ASSOCIATION

By: _____ Date _____
President

By: _____ Date _____
Chairperson, Negotiations Committee

**BOARD OF EDUCATION OF THE AREA VOCATIONAL-TECHNICAL
SCHOOLS OF MERCER COUNTY**

By: _____ Date _____
Clifford Reisser, President

By: _____ Date _____
Nancy Swirsky, School Business Administrator