

AGREEMENT

BETWEEN

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

and

MORRIS COUNTY VOCATIONAL-TECHNICAL EDUCATION
ASSOCIATION, INC.

July 1, 2009 through June 30, 2012

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PREAMBLE

This Agreement is entered into this _____ of September 2009 by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF MORRIS, hereinafter called "Board", and the MORRIS COUNTY VOCATIONAL EDUCATION 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. Teachers
2. Guidance Counselors
3. School Nurse
4. Custodial/Maintenance
5. Structured Learning Coordinator
6. Secretarial/Clerical
7. Job Coach
8. Social Worker
9. Public Relations Specialist
10. Cisco Coordinator
11. Media Specialist
12. LDTC
13. School Psychologist
14. Educational Program Specialist

but excluding all confidential employees, managerial executives, supervisors, instructional aide/ substitute within the meaning of N.J.S.A. 34:13A-1, et. seq., and all other employees of the Board.

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 above defined. References to male employees shall include female employees.

- 1) Unless otherwise indicated, the term "teacher," when used in this agreement, shall refer to all those employees in the negotiating unit who are required to hold appropriate certificates issued by the State Board of Examiners.

- 2) Unless otherwise indicated, the term "educational support professional" or "ESP," when used in this agreement, shall refer to all those employees in the negotiating unit who are not required to hold appropriate certificates issued by the State Board of Examiners.
- 3) If the Board creates a new position during the life of this Agreement, it will notify the Association President. If the Association believes the position should become part of the bargaining unit, it will request recognition from the Board. In the event the request is not granted, the Association may file the appropriate petition with the Public Employment Relations Commission.

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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with the Constitution and 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. Grievant

A grievant 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, equitable 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 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 school, 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 a mutually determined time thereafter.

3. Level One – Director or Immediate Supervisor

A grievant(s) shall first discuss it with his director or immediate supervisor within thirty (30) calendar days of the time that the grievant(s) knows or should have known of its occurrence, either directly or through a grievant's representative with the objective of resolving the matter informally. Any individual or Association representative's participation in such discussions or proceedings shall be on the grievant's own time except in those instances in which an employee is requested by an authorized administrator to be present.

4. Level Two

If the grievant(s) is not satisfied with the results at Level One, or if no decision has been rendered the grievant(s) may submit the grievance to his director or immediate supervisor, in writing, using the prescribed form within ten (10) calendar days following the disposition at Level One.

5. Level Three – Superintendent/Principal

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the written submission of the grievance, he/they may file the grievance in writing with the Superintendent/Principal within ten (10) calendar days after the grievance was presented, whichever is sooner.

6. Level Four

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Three, or if no reason has been received within twenty (20) calendar days after the Superintendent/Principal'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/Principal's reply to the grievance or within ten (10) calendar days from 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 or administrative decision.

7. Level Five - Arbitration

(a) If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Four, 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 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 decision no later than thirty (30) 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. 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.

The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

(d) The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Designated Bargaining Unit Members to Representation

Any grievant(s) may be represented at Level One of the grievance procedure by himself, or, at his option, by a representative. From Level Three through Five, the Association shall have the right to be present and to participate in the processing of the grievance if the Association is not the designated representative. At Level Four of this Grievance Procedure, the Association shall have the right to bring witnesses and ask questions of the Board.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant(s), and all decisions rendered at Levels Two through Five of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.

2. Separate Grievance File

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

3. Forms

Forms for filing grievances, and other necessary documents shall be prepared jointly by the Superintendent/Principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE V

TEACHER ASSIGNMENT

A. Work Year

1. The full-time teacher work year shall be defined as one hundred and eight-four (184) days between September 1 and June 30.
2. Effective July 1, 1994, newly hired teachers in post-secondary programs (including but not limited to B.E.S.T.) shall have a work year defined by the program needs. Salary shall be prorated to the actual number of days worked with full-time considered one hundred and eighty-four (184) days between July 1 and June 30.
3. Effective July 1, 2006, the work year for staff members employed as instructors in the LPN Program shall be defined as two hundred twenty (220) days, to be scheduled between September 1 and July 30.

B. Work Day

1. Teachers assigned to the Denville campus will work 437 minutes per day. The teachers assigned to the Butler campus will continue to work 404 minutes per day.
 - a. Beginning with the 2004-05 school year, Denville teachers' schedules will include a 40 minute duty free lunch and a 40 minute preparation period as defined in b below:
 - b. Teachers shall, in addition to their lunch period, have at least one prep block (no more than 40 minutes in length) during which they shall not be assigned to duties, except in an emergency. This block is to be used by the teacher to prepare his/her lessons, or tests, work papers, curriculum and professional collaboration and development, or any other related teaching and student functions.
2. Beginning in 2007-2008, academic teachers will be assigned to teach no more than 2,400 minutes over a typical 2 week teaching schedule.
 - a. If the Board determines there is a need for a teacher to teach more than what is outlined in Part 2 above, it will first seek teachers on a voluntary basis for this additional time, but may assign teachers annually on a rotating basis within their certifications.
 - b. Teachers meeting Parts 2 and 2(a) above will be compensated as follows:
 - i. For a full year assignment of an additional 40 minute instructional period totaling no more than 400 minutes over a typical 2 week teaching schedule, or for an additional 80 minute instructional period scheduled on alternate days, a teacher shall receive extra compensation equal to ten (10) percent of the teacher's annual salary on the guide. Assignment of an additional instructional period for a portion of the school year will be compensated on a pro-rated basis.
3. Those staff members who do not have common planning times may use up to four duty periods per month for common planning time, at the sole discretion of the Superintendent/Principal or his designee. Teachers may request the opportunity to use their duty periods in this manner.
4. Every reasonable effort will be made to limit teaching preparations to a maximum of three. A preparation in an academic or career and technical area shall be defined as a specific course designated by a separate curriculum and taught by a certified instructor. This definition shall include the preparation needed to meet the needs of students with varying skill levels assigned to a specific course. Examples of preparations are: United States History 1, United States History 1 Honors, Geometry, Algebra 1 Honors, Algebra 1, and Health Care Sciences 1.

Once the teachers' schedules are established, the Association will convene a committee to review the schedules. The purpose of this review is to offer the Association the opportunity to make suggestions to re-arrange the schedules to limit the number of separate preparations to which a teacher may be assigned to three. The Board will review the proposed schedule changes and determine whether they are appropriate. If no schedule change is appropriate and the teacher must teach more than three preparations, the teacher will be relieved of a duty period.

C. Arrival and Dismissal

1. a. Denville and Butler Campuses

It shall be the responsibility of the teacher to arrive at school fifteen (15) minutes before the student instructional day begins and in the classroom ten (10) minutes before scheduled starting time. The teacher may not leave until ten (10) minutes after the close of the student instructional day and when all students have left the class/shop area and it is secured. On workdays immediately preceding a school holiday, teachers shall be permitted to leave when all students have left the class/shop area and it is secured.

2. On days when school opening is delayed due to inclement weather or other emergencies, teachers shall be required to arrive at school fifteen (15) minutes before the scheduled starting time for students.
3. On days when due to inclement weather or other emergencies, school is closed early, teachers shall be able to leave after all the students are dismissed and the shop or classroom is secured.

D. Meetings

1. One day per month shall be set aside by the Superintendent/Principal for faculty or other meetings. Such meetings shall begin no later than ten (10) minutes after student dismissal, and shall run no longer than sixty (60) minutes. An agenda of the meeting will be made available twenty-four (24) hours prior to said meeting, however, the lack of an agenda shall not prevent a meeting from being held
2. Four (4) evening meetings shall be scheduled as part of the teacher work year.

E. Assignment Change

Each teacher shall be notified of any change in his/her assignment by July 15th of the impending school year.

F. Mileage

Employees will be reimbursed with prior approval and authorization from the Superintendent/Principal or immediate supervisor at the at the IRS or State OMB approved rate, whichever is greater and legal.

ARTICLE VI

SICK LEAVE

- A. All regularly employed ten (10) month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed eleven (11) month personnel shall be entitled to eleven (11) days sick leave per year with full pay. All regularly employed twelve (12) month personnel shall be entitled to twelve (12) days sick leave per year with full pay.
- B. All unused days shall be accumulative.
- C. If the personal illness exceeds the amount of accumulated sick leave, the Board may grant additional sick leave.
- D. In the case of sick leave claimed, the Board of Education may require through the Superintendent/Principal a physician's certificate to be filed with the Secretary of the Board of Education.
- E. 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 \$10,000.00. 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 within the next ensuing school year following retirement. The intent of the foregoing is to allow the Board to plan and provide for the payment in its next ensuing school budget.

- F. In the event school is canceled due to inclement weather or other emergencies, employees who have applied in advance for personal leave, "sick" day or vacation day will not be charged with same.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE DAYS

1. Each employee in the unit shall receive a maximum of three (3) non-cumulative personal days per school year with no reason having to be given in order to attend to matters requiring absence during regular school hours.
2. Request for leave shall be granted only upon written request at least three (3) days in advance, except in cases of emergency. All personal leave day requests shall be considered, acted upon and returned to the employee within forty-eight (48) hours following receipt by the Superintendent/Principal.
3. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent/Principal.
4. 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. DEATH IN THE IMMEDIATE FAMILY

1. In the case of death in the immediate family an employee shall be entitled to up to five (5) consecutive days with pay to arrange for and attend funeral services.
2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepsister, stepbrother, stepchild and any person living in the same household.

C. OTHER FUNERAL LEAVE

1. In the case of death of a brother-in-law, sister-in-law, aunt or uncle, an employee shall be entitled to two (2) day with pay to attend funeral services.

D. ILLNESS - IMMEDIATE FAMILY

1. One (1) day per year shall be granted for illness in the immediate family.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

(References to "Board" in this article shall include "Superintendent/Principal")

A. MATERNITY

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

1. Maternity leave shall commence on the date requested by the employee to the extent practicable.
2. Any employee intending to apply for maternity leave shall advise the Superintendent/Principal of the fact of her pregnancy and of her prospective plans for commencing and terminating maternity leave. The employee shall request maternity leave at least sixty (60) days prior to the intended commencement of the leave.
3. Any employee granted maternity leave without pay according to the provisions of this section may during the period of disability elect to use any or all of her accumulated sick leave.
4. The employee shall notify the Superintendent/Principal of her intention to return to work as nearly as possible at least sixty (60) days prior to the date intended to return, or as soon thereafter as possible.
5. Any tenured teacher granted maternity leave shall at her request be restored to a position within her certification.
6. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue. Should the Board disagree with her physician's conclusion, the Board may refer her to the school's Medical Director for an examination. In the event the school's Medical Director does not agree with the employee's physician, then said physicians shall confer for the purpose of resolving the disagreement. Except for good reason, the Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) calendar days.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a teacher under tenure for an additional academic school year for such teacher. The award of a second year of parenting leave, or any part thereof, shall be at the sole discretion of the Board whose decision shall be final.

8. Time spent on unpaid leaves of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc.

B. ADOPTION

Any employee adopting an infant child shall receive similar leave as above which shall commence upon receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

C. The Board of Education upon recommendation of the Superintendent/Principal may grant a one (1) year leave of absence without pay for personal reasons or educational study to any tenured employee. Denial of same shall not be arbitrable or actionable at law.

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

E. All employees are, upon birth or adoption of a child, entitled to leave pursuant to the State and Federal Family Leave Acts. They may also request of the Board child-rearing leave to pursuant to Paragraph D, above.

ARTICLE IX

INSURANCE PROTECTION

A. The Board shall provide for each employee in the unit employed as of June 30, 2007, hospitalization and medical-surgical insurance as listed below or its equivalent:

Horizon Plan in effect on July 1, 2007.

Employees hired on or after July 1, 2007 will be enrolled in Horizon's Direct Access plan. They will not be permitted to 'buy up' to a different plan.

B. Insurance as provided in Paragraph A above shall commence at the first regular insurance enrollment period following the employee's appointment.

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. The Board shall continue to maintain an employee Dental Plan. The sum of \$753.48 per employee will be expended for the full family dental program for each

year of the contract. The total premium cost to the Board for each year of this three-year agreement shall not exceed \$753.48 per employee for each year.

- E. Medical Benefit Waiver – Effective July 1, 2007, the Board will offer unit members the opportunity to waive medical coverage annually, provided the employee provides proof of alternate coverage at the following rates:

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

Payments to be made twice per year (December and June). If alternate coverage is lost, employee will be permitted to re-enroll.

ARTICLE X

COURSE AND WORKSHOP/SEMINAR SUBSIDY PLAN

A. Reimbursement Eligibility

1. First year teachers are not eligible for reimbursement, second year teachers are eligible for up to six credits per year, third year teachers are eligible for up to nine (9) credits per year, and tenured staff is eligible for up to twelve (12) credits per year for tuition and eligible registration fees specifically related to the course taken toward the completion of a degree program or job related course to enhance skills in areas that pertain to present position. Non-tenured teachers matriculated in a graduate degree program as of June 30, 2006 may continue to take up to 12 credits per year. Tenured teachers may also continue to take up to 12 credits per year. These courses must be taken at a recognized, regionally accredited college or university. Prior approval by the Superintendent/Principal of all college courses is required for reimbursement. Said reimbursement shall not exceed \$400.00 per credit hour, including registration fees for a maximum of \$4,800.00 per instructional staff member, for each year of this contract.
2. Reimbursement for attendance by a member of the instructional staff at an approved workshop/seminar related to the teachers' assigned classroom/shop responsibilities and duties shall be limited to a maximum of \$600.00 per teacher per school year. Said workshop/seminar shall be recommended and approved ten working days in advance by the Superintendent/Principal or immediate supervisor who shall have final approval. Attendance at workshops/seminars is at the sole discretion of the Superintendent/Principal.
3. Certificates required of instructional staff members to maintain program certification from the State (if the Board determines that such program certification is necessary) must be obtained by the staff member. The Board will provide the training, tuition payments and, if necessary, release time, for the staff member. If

the staff member does not pass required tests, he/she shall be required to retake any courses and tests at his/her own expense and without release time.

B. Guidelines for Reimbursement

1. Application for reimbursement along with the description of the college course, workshop/seminar is to be submitted to the Superintendent/Principal not less than ten (10) calendar days prior to the commencement date of the course or the registration date of the workshop. The Superintendent/Principal shall review such applications with the appropriate administrators. Approval of the conference or workshop must first be obtained from the Superintendent/Principal or immediate administrative supervisor prior to registration and start of the workshop/seminar. Request for college coursework must be submitted to the Superintendent/Principal for approval at least ten (10) days prior to course registration.
2. College courses must be completed with a grade of 'B' or better, as evidenced by an official transcript, to be eligible for reimbursement.
3. Upon completion of a course or workshop/seminar, the following will be submitted to the Superintendent/Principal to effect reimbursement:
 - a. Original approval form.
 - b. Record of bill paid.
 - c. Record of grade (if college course).
 - d. Record of attendance (if a workshop/seminar).
 - e. Written report of workshop/seminar content in format approved by Superintendent/Principal or immediate supervisor.
- C. The provisions herein shall not apply to the N.J.E.A. Convention days.
- D. The Board shall allow the following expenses from the amount specified in the contract for attendance at approved workshop/seminars.
 - Cost of substitute
 - Dues, registration fee
 - Mileage at I.R.S. approved rate

*Note: If mileage from home to location of workshop/seminar is of a shorter distance than from school to location of workshop/seminar, then this will be the mileage allowed.

ARTICLE XI

VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. The Board agrees through the Superintendent/Principal 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 in each building. During summer months, the Superintendent/Principal will communicate the existence of any vacancies to the President and Vice-President of the Association in writing. Employees who desire to apply for such vacancies or promotional opportunities shall submit their applications in writing to the Superintendent/Principal within the time limit specified in the notice, and the Superintendent/Principal shall acknowledge in writing all such applications.
- B. The notices of such vacancies shall clearly set forth the title of position, qualifications and duties of the position and salary range.
- C. All qualified employees shall be given adequate opportunity to make application.
- D. All fall adult education vacancies shall be posted prior to the start of the school year.

ARTICLE XII

PRIVILEGES OF THE ASSOCIATION

- A. The Board agrees to make available to the Association, upon request, all information that is available to the public.
- B. Upon an Administrator's approval, any representative of the Association or any employee required to participate during working hours in a grievance proceeding shall suffer no loss in pay or time.
- C. The Association and its representatives may have the use of school facilities not being used for instructional purpose, upon two (2) business days notice, for meetings. Request for such facilities shall be decided by the Superintendent/Principal or immediate supervisor, as appropriate.
- D. The Association may have the use of school office equipment including duplicating machines, calculating machines, and other types of audio-visual equipment when such equipment is not otherwise in use. Such use shall be cleared through an Administrator and the Association will provide the necessary materials and supplies associated therewith.

E. The Association shall have the use of a bulletin board in the faculty lounge, for which approval is not required. All material to be posted on the bulletin board must be signed by the Association President or Vice President as "Association Material". The Association shall have the right to use inter-school mail facilities and school mail boxes for Association related items. It is specifically understood that the utilization of the bulletin board and inter-school mail boxes shall not include items of a political nature. Faculty lounges shall be located in Buildings One and Four.

F. Criticism of Employees

Any questions and/or criticism by a Supervisor or Administrator of an employee's instructional methodology or actions shall occur within the district's informal and formal observation and evaluation procedure. Such questions and/or criticism shall be constructive and shall not take place in the presence of any other person.

G. Association Identification

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

H. Employee - R.I.F.

Employees who are reduced in force (R.I.F.'d) and who otherwise have made no claim against the Board shall receive a sum of money equal to one-half (1/2) of their accumulated but unused sick days based on their then current salary rate upon date of R.I.F., said sum not to exceed \$1,000 with a minimum of five (5) years of fulltime service, \$2,500 with a minimum of ten (10) years of fulltime service and \$3,500 with fifteen (15) or more years of full-time service to the district. Should an employee retire within the allotted time as allowed by the Division of Pensions said amount as defined above would be deducted from the payment to which the employee is entitled under Article VI, Section E of the contract. Once reimbursed for the unused sick leave, it is agreed that said employee will have no claim to accumulated sick days, in the event he/she is ever re-employed by the district. Payment to the R.I.F.'d employee under this provision shall be made within sixty (60) days following formal action and notification of the R.I.F. by the Board of Education.

I. Anniversary Dates (Effective July 1, 1997)

For the purpose of salary guide movement, anniversary dates shall be considered as follows:

1. Twelve month employees:

a. If hired on or after July 1 of the school fiscal year, but before the following January 1 the guide movement or increase in benefit shall occur as if the employee had been hired on July 1 of the school fiscal year.

b. If hired on or after January 1 of the school fiscal year, the guide movement or increase in benefit shall occur as if the employee had been hired on July 1 of the school fiscal year immediately following the school fiscal year of hire.

2. Ten month employees:

a. If hired on or after September 1 of the school year, but before the following February 1, the guide movement or increase in benefit shall occur as if the employee had been hired on September 1 of the school year.

b. If hired on or after February 1 of the school year, the guide movement or increase in benefit shall occur as if the employee had been hired on September 1 of the school year immediately following the school year of hire.

J. Class Coverage for Absent Teacher (Supervision)

Any member of the instructional staff who is requested to take in or add students from the class of an absent teacher or to use their preparation time to substitute for another teacher shall receive payment of \$20.00 per 80 minute block or a pro-rated portion thereof.

K. Release Time for Association Representatives

Release time for Association representative(s) for labor related litigation with the Board (NJ PERC, Office of Administrative Law, NJ Courts, Arbitration) shall not exceed a total of five (5) days per year. Notification to the Superintendent/Principal must be made forty-eight (48) hours in advance, emergencies excepted.

L. Employee Representation

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee (or member thereof) and the result of said appearance could be disciplinary, said employees shall be given 24 hours prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a representative(s) of the Association advise and represent him/her during such meeting or interview.

ARTICLE XIII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with applicable State and Administrative Rules and Regulations pertaining thereto, together with any other deductions made in accordance with applicable Federal and State Laws and Regulations.

B. Tax Sheltered Annuities

The Association has requested and the Board has agreed that upon authorization by an employee the Board will implement deductions for a Tax Sheltered Annuity Program and/or Savings Bond.

The Association will furnish a list of five (5) Tax Shelter Annuity Vendors from which the participating employee shall designate the authorized deductions.

C. The Board will establish a Section 125 plan, and Flexible Spending Accounts for District employees.

D. Representation Fees

1. If an employee who is represented by the Association does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year, and the representation fee to be paid by non-members. The representation fee to be paid by non-members shall not exceed the maximum percentage of regular membership dues, fees and assessments as allowed by N.J.S.A. 34:13A-5.5b., and the Association will certify that fact to the Board, prior to the start of each membership year.

3. Deduction and Transmission of Fee:

a. Notification:

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule:

The Board will deduct from the salaries of the employees referred to in Section 3.a. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January. Before any deductions are made, the Association will

first establish a demand and return system in compliance with N.J.S.A. 34:14A-5.5.c. and will notify the Board in writing that it has done so.

c. Termination of Employment:

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics:

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association pursuant to N.J.S.A. 52:14-15.9.e.

e. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 3.a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period, together with their job titles. The Board will also notify the Association of any change in the employment status of an employee regarding retirement, resignation, separation from employment, death.

g. Indemnification and Save Harmless Provision:

The Association agrees to indemnify and hold the Board harmless against any claims or liability which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article. The Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek indemnification.

h. Board's Responsibility:

The Board will endeavor to comply with its responsibilities under this Article, but the Board shall not be liable to the Association for any deductions which it fails to make.

ARTICLE XIV

CUSTODIAL/MAINTENANCE PERSONNEL

- A. Custodial/Maintenance personnel shall work an eight (8) hour day inclusive of lunch and will work five (5) days, Monday through Friday. Said employees shall be entitled to a thirty (30) minute lunch period and two separate ten (10) minute breaks.

- B. Overtime shall be offered first to the most senior member in that job title. If said member declines, the next member in line based on seniority will be offered the work, until the assignment is accepted. The next available assignment shall be first offered to the member immediately following the member that accepted the last overtime assignment. This rotation will follow through until all members have been offered an overtime opportunity and then restart with the most senior member. Overtime for said employees will be paid at one and one half (1 1/2) times the employees salary for any overtime worked beyond eight (8) hours. Overtime on Saturdays shall be time and one half.

Overtime on Sundays and the following holidays shall be at double time:

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

- C. Probationary period of Custodial/Maintenance personnel shall be ninety (90) days. An employee successfully completing the probationary period will have his date of hire made effective the date he began his probationary period. Terminations at the end of the probationary period are not subject to the grievance procedure.

- D. Vacation scheduling for Custodial/Maintenance personnel shall be done on the basis of seniority. During the initial year of employment 12 month Custodial/Maintenance employees accrue one half (1/2) day of vacation time per month up to a total of five (5) days for use during the initial year of employment.

Effective July 1st following the initial year of employment, vacation shall be granted according to the following schedule:

- | | |
|------------------|-------------------|
| Years 2-5 | ten (10) days |
| Years 6-10 | fifteen (15) days |
| Years 11 or more | twenty (20) days |

Vacation days used during an incomplete contract period are subject to back deduction.

E. Call Outs

Any custodial/maintenance employee called out after midnight on Friday and prior to midnight on Sunday shall be guaranteed two (2) hours' pay at double his/her base contract rate.

Any custodial/maintenance employee called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour work day.

F. Uniform Allowance

The Board of Education agrees that each custodial/maintenance employee shall receive \$400.00 per year for the life of this agreement. Reimbursable items covered by this contract provision will be specified in administrative procedures.

G. Black Seal

Custodial and Maintenance personnel shall receive annual salary adjustment of \$700.00 for holding a Black Seal License. The Board will pay for the cost of the Black Seal training as long as it is taken on the MCST Campus. All maintenance employees are encouraged to obtain their Black Seal license within the first twelve (12) months from the date their probationary period ends to maintain their employment.

H. 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 Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Day falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees shall have a half (1/2) day off in the P.M. the day before.

- I. The Board of Education shall provide two (2) weeks notification to custodial/maintenance personnel prior to implementation of any shift change.
- J. Salary differential/stipend for custodial/maintenance staff working "premium time" will be \$1,200.00. (Premium time is designated as evening/early morning hours) retro to July 1, 1997.

ARTICLE XV

SECRETARIAL/CLERICAL

- A. Secretarial/Clerical personnel shall work a seven and one-half (7 1/2) hour day, including a one-half hour lunch and two ten minute coffee breaks. The regular workweek for full-time employees will be five (5) days, Monday through Friday.
- B. The Board retains the right to determine the starting times and the ending times of the working day for secretarial/clerical employees, provided, however, that during any school year covered by this Agreement the maximum change to the starting time, and thereby to the ending time, worked by any employee shall not exceed one and one-half (1 1/2) hours. However, the Board shall determine the start and finish times for the workdays of any new positions.
- C. Overtime for Secretarial/Clerical personnel will be paid at one and one half (1 1/2) times the employees salary for any overtime worked beyond seven and one-half (7 1/2) hours in any one day. Overtime will be offered first to the individual who would normally perform the duties as determined by the Supervisor. Overtime work that is not normally performed by a particular individual will be offered to all secretarial/clerical employees by seniority on a rotating basis.
- D. Secretarial/Clerical personnel will receive the following paid holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Fourth of July
 - 7. Labor Day
 - 8. Columbus Day
 - 9. Thanksgiving Day
 - 10. Friday following Thanksgiving Day
 - 11. Christmas Eve
 - 12. Christmas Day
- E. Twelve (12) month Secretarial/Clerical personnel will receive the following vacations: During the initial year of employment 12 month Secretarial/Clerical employees accrue one half (1/2) day of vacation time per month up to a total of five (5) days for use during the initial year of employment.

One or two day "blocks" of vacation time may be requested at any time during the school year. Vacation may not be taken during the last two weeks in June or the two weeks prior to school opening in September. Full vacation weeks may be

taken at any other time during the student school year, however, only one secretary may be out at a time. Exceptions to this will be considered by the Administration on an individual basis.

Effective July 1st following the initial year of employment, vacation shall be granted according to the following schedule:

Years 2-5	ten (10) days
Years 6-10	fifteen (15) days
Years 11 or more	twenty (20) days

Vacation days used during an incomplete contract period are subject to back deduction.

- F. On delayed opening days, Secretarial personnel will be required to come in fifteen (15) minutes before teachers. In an early dismissal, Secretarial personnel may leave fifteen (15) minutes after teachers. The Superintendent/Principal, in his discretion, may allow employees to come in later or leave earlier, depending on weather conditions.
- G. Probationary period of clerical/secretarial personnel shall be ninety (90) days. An employee successfully completing the probationary period will have her/his date of hire made effective as of the date she/he began her/his probationary period. Terminations at the end of the probationary period are not subject to the grievance procedure.
- H. 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 Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Days falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees have a half (1/2) day off in the P.M. the day before.

- I. Beginning on the first Friday in July and through the last Friday in August, the secretarial staff will have their Monday-Friday schedules adjusted such that their hours coincide with those of the administrators.

- J. All secretarial/clerical staff shall be permitted to attend MCST adult school courses and ETTTC training at no charge providing there is room; a pool of \$1000.00 for all secretarial/clerical employees shall be established for reimbursement for classes/workshops taken to enhance job performance.

ARTICLE XVI

COORDINATORS/SPECIALISTS

A. WORK YEAR

1. The work year for twelve (12) month Coordinators and Specialists shall be from July 1 through June 30.
2. Ten (10) month Coordinators and Specialists shall work from September 1 through June 30.
3. The Public Relations Specialist shall work a one hundred and eighty four (184) day work year between July 1 and June 30.

B. WORK DAY

1. Twelve (12) month Coordinators and Specialists shall work eight (8) continuous hours per day which includes a 30 minute duty free lunch and two (2) ten minute breaks.
2. Ten (10) month Coordinators and Specialists shall work eight (8) continuous hours per day which includes a 30 minute duty free lunch and two (2) ten minute breaks.
3. The Public Relations Specialist shall work an eight (8) hour day which shall include attendance at any required before/after school hours function.

C. VACATIONS

1. Twelve (12) month Coordinators and Specialists shall receive fifteen (15) working days vacation during the term of the twelve (12) month contract year. Said personnel shall receive one (1) additional day per year of employment beginning with the sixth through tenth year of employment, to a maximum of twenty (20) vacation days per work year. Employment will be defined as the date the employee was first hired at MCST to the present day
2. Any twelve (12) month Coordinator or Specialist commencing employment after July 1 shall receive a prorated number of vacation days in concert with the length of

his/her initial employment contract. Thereafter, vacations shall be granted in accordance with Section C.1 above.

3. Ten (10) month Coordinators and Specialists shall receive a prorated number of vacation days as defined in C.1.

D. HOLIDAYS

1. Twelve (12) month Coordinators and Specialists shall receive the following holidays off with full pay:

Independence Day (July 4)	Christmas Day
Labor Day	New Years Day
Columbus Day	Martin Luther King, Jr. Day
NJEA Convention (2 days)	President's Day
Thanksgiving Day	Good Friday
Day following Thanksgiving	Memorial Day
Christmas Eve	

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

When New Years Day falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees have a half (1/2) day in the P.M. the day before.

2. Ten (10) month Coordinators and Specialists shall receive the above holidays that occur between September 1 and June 30th.

E. COMPENSATION TIME

Coordinators and Specialists will receive an equal amount of time for compensation for time spent in school business outside of the school day. Such time shall be used within thirty (30) days unless extended by request and approval of the Superintendent/Principal.

ARTICLE XVII

STIPENDS FOR CLUB ADVISORS AND CHAPERONES

Teachers who during the regular school year render service beyond the normal work day or work year by serving as club or student activity advisors for school approved clubs including those which are actively participating in state, regional and national functions shall receive the stipends set forth below which shall be the total compensation received by the teacher for service in this regard, provided documentation of activities has been provided. This documentation should establish the following minimum numbers of activities and meetings:

- Category I - 2 meetings per month at a minimum.
- Category II - 4 meetings per month at a minimum.
- Category III - 8 meetings per month at a minimum.

Meetings shall be of sixty (60) minutes or more in duration and be attended by a majority of club / activity members. After-school meetings require club / activity advisors to supervise students until all of them have boarded the late bus or been picked up by parents. Any change in the frequency or duration of meetings must first be approved by the supervisor of student activities or other designated administrator. The Board retains the right to determine whether a club or activity will be established, continued or discontinued.

Extra Curricular Clubs Categories			
	2009-2010	2010-2011	2011-2012
Category I	1914	1971	2030
Category II	3823	3938	4056
Category III	5735	5907	6084
Clubs		Category	
National Technical Society Honor Society		I	
National Honor Society		I	
American Welding Society		I	
Key Club		I	
Environment Club		I	
Poetry Club		I	
Health Occupation Student Association		I	
Jazz Band		I	
Chorus		I	
Class Advisor		I	
Yearbook		I	
French Club		I	

Skills USA (Asst. Advisor)	I
Ski Club Advisor	I
Drama Club	II
Weightlifting Club	III
Skills USA (Advisor)	III
VPA Production Director, Dance	III
VPA Production Director, Multimedia	III
VPA Production Director, Drama	III

A.

JV Athletics Stipend			
JV Athletics	2009-2010	2010-2011	2011-2012
Basketball	5052	5204	5360
Baseball	4997	5146	5301
Volleyball-Girls	5015	5166	5320
Golf	3971	4090	4212
Soccer	4843	4988	5138
Bowling	1893	2007	2127
Cross Country	3696	3807	3921
Softball	4997	5146	5301
Cheerleading	2572	2649	2729
Wrestling (estimate)	5051	5203	5358

Varsity Athletics Stipend			
Varsity	2009-10	2010-11	2011-12
Basketball	6,900	7,107	7,320
Baseball	6,900	7,107	7,320
Volleyball	6,900	7,107	7,320
Golf	5,786	5,959	6,138
Soccer	5,786	5,959	6,138
Bowling	4,672	4,812	4,957
Cross Country	5,786	5,959	6,138
Softball	6,900	7,107	7,320
Cheerleading	4,672	4,812	4,957
Wrestling	6,900	7,107	7,320

Athletic Site Manager		
2009-2010	2010-2011	2011-2012
6256	6444	6637

Stipends shall be payable by including the stipend paycheck with the regular paycheck due closest to the end of January and the end of June.

B. School approved clubs participating in authorized state, regional and national functions shall do so under the following guidelines:

1. The Board of Education shall have the authority to approve a chaperone (other than the club advisor) as needed, upon recommendation of the Superintendent/Principal. Chaperones shall be certified staff members and shall be compensated as follows: If the approved event occurs on a non-school day, compensation shall be at the rate of \$100.00 per day. Advisors receiving the stipends in Paragraph A, above, shall not be entitled to chaperone pay for chaperoning their club's activities.
2. Approved chaperones at overnight functions shall be of the same gender as the student participants and will be compensated at the rate of \$150.00 per 24- hour day.
3. All travel, room and board expenses of the advisor and chaperones to and from the approved club activities shall be pre-approved by the Board of Education and will be paid for by the Board of Education.
4. Every effort will be made to achieve a ratio of one (1) chaperone for every ten (10) students on all field and overnight trips.
- C. Effective July 1, 2009, the home instruction rate shall be increased to \$50 per hour. Employees doing home instruction shall be paid mileage from the MCVTS campus to the student's home, and back to the MCVTS campus at the IRS or State OMB approved rate, whichever is greater and legal.

ARTICLE XVIII

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 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.

- E. If a student's grade evaluation is changed, the person making such changes shall initial the change. The teacher assigning the original grade shall be notified in writing within seven (7) days of such change. No student's grade shall be changed without discussion with the teacher issuing that grade, however, the Board retains the right to change the grade as it deems appropriate.

ARTICLE XIX

SALARY GUIDE

A. Teachers

- 1. Salaries of teachers in the unit for the school years covered by this Agreement are set for Schedules "A-1", "A-2" & "A-3" and for Coordinators and Specialists in "B-1", "B-2", & "B-3" which are attached hereto and made a part hereof.
- 2. Schedule "A-1", "A-2" & "A-3" are based on ten (10) month contracts. Schedule "B-1", "B-2" and "B-3" are based on twelve (12) month contracts.
- 3. An additional payment of 1/10 of the applicable ten (10) month salary shall be paid to employees an eleven (11) month contract.
- 4. Longevity provisions for the term of this agreement are found in Schedule B-1.
- 5. Teachers who reach the maximum step of the salary guide in 1998-99 (step "A") and any subsequent contract year, will go "off-guide" as of the following contract year. Teachers who "go off-guide" no longer make step progression and will receive a negotiated percentage or dollar increase in lieu thereof.
- 6. Effective July 1, 2003 the 10 month teacher hourly rate will be calculated as follows:
Salary ÷ 184 days ÷ 7.25 hours.

B. Custodial/Maintenance

- 1. Salaries of custodial/maintenance personnel in the unit for the school years covered by the Agreement are set forth in Schedule "D-1", "D-2" & D-3 which is attached hereto and made a part hereof.
- 2. Longevity provisions for the term of this agreement are found in Schedule B-2.

C. Secretarial/Clerical

1. Salaries of secretarial/clerical personnel in the unit for the school years covered by this Agreement are set forth in schedule "E-1, "E-2" & E-3 which is attached hereto and made a part hereof.
2. Longevity provisions for the term of this agreement are found in Schedule C-2.
3. The Grade 1 Secretary will be made a Grade 2 Secretary, effective July 1, 2009. The individual in that position is on Step 13 of the Grade 1 guide in 2008-09. In 2009-2010, she will be placed on Step 13 of the Grade 2 guide.

D. Hourly Stipend for Teachers

1. Teachers who during the regular school year are requested by the Administration to work beyond the normal work day or work year on culinary functions, and curriculum development projects and who agree to do so, shall be paid for such work at the hourly rate of \$33.00. This payment shall not be made for parent conferences, after-school assistance to students, field trips (unless mandated by the program, i.e., cosmetology licensing exam) which shall be considered part of the teacher's workday and, therefore, not eligible for added compensation.

E. Longevity

For future negotiations total monetary cost of the staff shall be calculated by utilizing the total of the individual guide step salaries plus the total of all longevity provisions to arrive at the overall salary base. Any percentage and/or dollar increase will be added to the said overall salaries.

F. Retirement Prior to Contract Settlement

Any staff member who is subject to this agreement and actually retires pursuant to TPAF regulations, prior to a settlement, shall be entitled to any retroactive pay increases due as a result of negotiations on this successor agreement.

- G. 10 month employees shall receive 20 paychecks per year, and 12 month employees shall receive 24 pays per year. Payday shall be the 15th and 30th of each month. If these days are not workdays, payday shall be the closest workday prior.

- H. Tenured ten (10) month staff members may elect to be paid over a 12 month year (24 pays). Elections must be made annually and notice must be received by the Business Office on or before September 1 to be effective. Once the 12 month pay option is selected, it may not be changed during that academic year.

ARTICLE XX

PHYSICAL EXAMINATIONS

- A. All new employees prior to their employment shall be examined to determine their fitness to perform the task assigned. The examination will be given by the school Medical Inspector at Board expense.
- B. 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 XXI

EMPLOYEE RIGHTS

No document shall be placed in an employee's personnel file unless the employee has had an opportunity to review such material and affix his/her signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and said answer shall be attached to the file copy. The official personnel file shall be maintained in the Board Office.

ARTICLE XXII

EMPLOYEE EVALUATION

A. Certificated Staff

1. Tenured and non-tenured certificated professional staff members shall be evaluated/observed in accordance with statute and applicable regulations of the State of New Jersey.
2. "Evaluation" shall be defined for purposes herein as an overall assessment of a staff member's performance of all of his or her duties and responsibilities by a member of the administration or supervisory staff who holds an appropriate certificate for the supervision of instruction.
3. "Observation" shall be defined as a written summary by a duly certificated administrator of a lesson taught by a teacher, including other attendant professional responsibilities reasonably expected of a teacher.
4. Summary evaluations and classroom observations shall be documented in writing. All formal written classroom observations shall be followed by a post

observation conference. Certificated staff shall acknowledge receipt of the aforesaid observation by signing the final copy. In no way shall this signature imply agreement or disagreement with the written observation or evaluation. Staff shall have the right to rebut in writing any parts of an evaluation or observation report with which they disagree. Such rebuttal shall be filed with 10 days of receipt of the written document and affixed to the evaluation or observation form and filed accordingly.

5. In addition to the observations cited in number 4 above, all certificated staff shall receive from their immediate supervisor, or the Superintendent/Principal, a summative annual evaluation of performance. This summative evaluation shall be conducted in writing and a conference shall be held with the employee to review same by or before May 15th. Staff members shall acknowledge receipt of the summative evaluation by signing the final copy. In no way shall this signature imply agreement or disagreement with the written evaluation. Staff shall have the right to rebut in writing any parts of an evaluation or observation report with which they disagree. Such rebuttal shall be filed with 10 days of receipt of the written document and shall be affixed to the evaluation form and filed accordingly.

6. Annually each certificated staff member shall be responsible for developing a Professional Improvement Plan (PIP), approved by the Superintendent/Principal, and developed in mutual agreement with his/her immediate supervisor. It is understood that the development of a meaningful PIP is the professional responsibility of the staff member. PIPs must have a direct impact on improving student learning through enhanced instructional techniques. If the staff member and the supervisor or the Superintendent/Principal cannot mutually agree on the PIP's content, the plan will be modified by the administration and the teacher will be required to execute it to the best of his/her ability. All PIPs must be submitted to and accepted by administration by or before the end of the school year prior to their implementation.

7. Nothing in the provision shall prevent the administrators from informally observing employees at any time during their work day.

B. Non-Certificated Support Staff

1. Tenured secretaries, office personnel, custodians and maintenance personnel shall be evaluated in writing a minimum of once annually. Non-tenured secretaries, office personnel, custodians and maintenance personnel shall be evaluated in writing a minimum of twice annually. Evaluation for both tenured and non-tenured support staff shall be conducted by their immediate supervisor, the Superintendent/Principal, and/or the business administrator, as appropriate.

2. Staff members shall acknowledge receipt of the evaluation by signing the final copy. In no way shall this signature imply agreement or disagreement with

the written evaluation. Staff shall have the right to rebut in writing any parts of an evaluation or observation report with which they disagree. Such rebuttal shall be filed with 10 days of receipt of the written document and shall be affixed to the evaluation form and filed accordingly.

- C. Within five (5) days of each of two (2) formal observations (one for tenured staff), the employee shall have a pre-conference evaluation. A post-conference with the author of the observation evaluation report shall take place within five (5) days after the observation. Each observation cycle shall be completed before another cycle begins. The third observation (one for tenured staff) shall require no pre-conference evaluation, but a post-conference evaluation shall take place within five (5) days after the observation.

ARTICLE XXIII

DURATION OF AGREEMENT

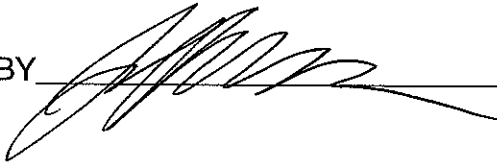
- A. This Agreement shall be effective as of July 1, 2009 and shall continue in force and effect until June 30, 2012.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing and signed by both parties.

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
TECHNICAL-EDUCATION
ASSOCIATION, INC.

MORRIS COUNTY VOCATIONAL
SCHOOL DISTRICT OF MORRIS
COUNTY, NEW JERSEY

BY



BY



ATTEST:



ATTEST:



**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
STAFF SALARY GUIDE 2009-2010**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	51,654	52,354	53,354	54,504	57,354	60,704
2	52,154	52,854	53,854	55,004	57,854	61,204
3	53,154	53,854	54,854	56,004	58,854	62,204
4	54,279	54,979	55,979	57,129	59,979	63,329
5	56,079	56,779	57,779	58,929	61,779	65,129
6	57,879	58,579	59,579	60,729	63,579	66,929
7	59,679	60,379	61,379	62,529	65,379	68,729
8	61,479	62,179	63,179	64,329	67,179	70,529
9	63,279	63,979	64,979	66,129	68,979	72,329
10	65,079	65,779	66,779	67,929	70,779	74,129
11	66,879	67,579	68,579	69,729	72,579	75,929
12	68,679	69,379	70,379	71,529	74,379	77,729
13	70,479	71,179	72,179	73,329	76,179	79,529
14	72,279	72,979	73,979	75,129	77,979	81,329
15	74,079	74,779	75,779	76,929	79,779	83,129
16	77,304	78,004	79,004	80,154	83,004	86,354
17	81,529	82,229	83,229	84,379	87,229	90,579
18	86,754	87,454	88,454	89,604	92,454	95,804

**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
STAFF SALARY GUIDE 2010-2011**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	53,169	53,919	54,919	56,069	58,919	62,269
2	53,669	54,419	55,419	56,569	59,419	62,769
3	54,169	54,919	55,919	57,069	59,919	63,269
4	55,464	56,214	57,214	58,364	61,214	64,564
5	57,264	58,014	59,014	60,164	63,014	66,364
6	59,064	59,814	60,814	61,964	64,814	68,164
7	60,864	61,614	62,614	63,764	66,614	69,964
8	62,664	63,414	64,414	65,564	68,414	71,764
9	64,464	65,214	66,214	67,364	70,214	73,564
10	66,264	67,014	68,014	69,164	72,014	75,364
11	68,064	68,814	69,814	70,964	73,814	77,164
12	69,864	70,614	71,614	72,764	75,614	78,964
13	71,664	72,414	73,414	74,564	77,414	80,764
14	73,464	74,214	75,214	76,364	79,214	82,564
15	75,654	76,404	77,404	78,554	81,404	84,754
16	78,854	79,604	80,604	81,754	84,604	87,954
17	83,054	83,804	84,804	85,954	88,804	92,154
18	88,254	89,004	90,004	91,154	94,004	97,354

**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
STAFF SALARY GUIDE 2011-2012**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	54,989	55,789	56,789	57,939	60,789	64,139
2	55,489	56,289	57,289	58,439	61,289	64,639
3	55,989	56,789	57,789	58,939	61,789	65,139
4	56,489	57,289	58,289	59,439	62,289	65,639
5	58,269	59,069	60,069	61,219	64,069	67,419
6	60,069	60,869	61,869	63,019	65,869	69,219
7	61,869	62,669	63,669	64,819	67,669	71,019
8	63,669	64,469	65,469	66,619	69,469	72,819
9	65,469	66,269	67,269	68,419	71,269	74,619
10	67,269	68,069	69,069	70,219	73,069	76,419
11	69,069	69,869	70,869	72,019	74,869	78,219
12	70,869	71,669	72,669	73,819	76,669	80,019
13	72,669	73,469	74,469	75,619	78,469	81,819
14	74,629	75,429	76,429	77,579	80,429	83,779
15	77,314	78,114	79,114	80,264	83,114	86,464
16	80,749	81,549	82,549	83,699	86,549	89,899
17	84,934	85,734	86,734	87,884	90,734	94,084
18	89,869	90,669	91,669	92,819	95,669	99,019

**TECHNICAL SCHOOL CUSTODIAL
STAFF SALARY GUIDE 2009-2010**

STEP	Grade I	Grade II	Grade III
1	32,695	33,445	34,695
2	33,195	33,945	35,495
3	33,695	34,445	36,295
4	34,195	34,945	37,295
5	34,695	35,826	38,295
6	35,695	36,736	39,445
7	36,695	37,906	40,784
8	37,695	39,116	42,634
9	38,910	40,461	44,634
10	40,330	41,806	47,144
11	41,950	43,151	49,874
12	43,770	44,520	52,704
13	45,968	46,829	55,572

**TECHNICAL SCHOOL CUSTODIAL
STAFF SALARY GUIDE 2010-2011**

STEP	Grade I	Grade II	Grade III
1	33,486	34,486	35,986
2	33,986	34,986	36,786
3	34,486	35,486	37,586
4	34,986	35,986	38,386
5	35,486	36,547	39,386
6	35,986	37,177	40,386
7	36,816	38,006	41,486
8	37,986	39,266	42,586
9	39,356	40,627	43,686
10	40,926	42,112	45,740
11	42,696	43,696	48,350
12	44,666	45,666	51,420
13	47,168	48,029	56,772

**TECHNICAL SCHOOL CUSTODIAL
STAFF SALARY GUIDE 2011-2012**

STEP	Grade I	Grade II	Grade III
1	34,180	35,180	36,930
2	34,680	35,680	37,730
3	35,180	36,180	38,530
4	35,685	36,685	39,535
5	36,190	37,190	40,540
6	36,695	37,795	41,645
7	37,200	38,600	42,750
8	37,975	39,475	43,925
9	39,270	40,470	45,130
10	41,080	42,080	46,530
11	43,090	44,090	48,174
12	45,300	46,300	50,252
13	48,368	49,229	57,972

**TECHNICAL SCHOOL
SECRETARIES
STAFF SALARY GUIDE,
2009-2010**

STEP	Grade I	Grade II
1		29,687
2		30,187
3		30,787
4		31,487
5		32,287
6		33,187
7		34,487
8		35,787
9		37,087
10		38,522
11		40,199
12		42,584
13	45,369	45,369
14		48,554

**TECHNICAL SCHOOL
SECRETARIES
STAFF SALARY GUIDE,
2010-2011**

STEP	Grade I	Grade II
1		30,954
2		31,354
3		31,854
4		32,454
5		33,154
6		33,954
7		34,854
8		35,854
9		37,104
10		38,754
11		41,054
12		43,654
13		46,554
14	49,754	49,754

**TECHNICAL SCHOOL
SECRETARIES
STAFF SALARY GUIDE,
2011-2012**

STEP	Grade I	Grade II
1		31,984
2		32,484
3		32,984
4		33,484
5		34,084
6		34,784
7		35,584
8		36,484
9		37,484
10		39,774
11		42,269
12		44,964
13		47,859
14	50,954	50,954

**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
COORDINATOR SALARY GUIDE 2009-2010**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	61,985	62,825	64,025	65,405	68,825	72,845
2	62,585	63,425	64,625	66,005	69,425	73,445
3	63,785	64,625	65,825	67,205	70,625	74,645
4	65,135	65,975	67,175	68,555	71,975	75,995
5	67,295	68,135	69,335	70,715	74,135	78,155
6	69,455	70,295	71,495	72,875	76,295	80,315
7	71,615	72,455	73,655	75,035	78,455	82,475
8	73,775	74,615	75,815	77,195	80,615	84,635
9	75,935	76,775	77,975	79,355	82,775	86,795
10	78,095	78,935	80,135	81,515	84,935	88,955
11	80,255	81,095	82,295	83,675	87,095	91,115
12	82,415	83,255	84,455	85,835	89,255	93,275
13	84,575	85,415	86,615	87,995	91,415	95,435
14	86,735	87,575	88,775	90,155	93,575	97,595
15	88,895	89,735	90,935	92,315	95,735	99,755
16	92,765	93,605	94,805	96,185	99,605	103,625
17	97,835	98,675	99,875	101,255	104,675	108,695
18	104,105	104,945	106,145	107,525	110,945	114,965

**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
COORDINATOR SALARY GUIDE 2010-2011**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	63,803	64,703	65,903	67,283	70,703	74,723
2	64,403	65,303	66,503	67,883	71,303	75,323
3	65,003	65,903	67,103	68,483	71,903	75,923
4	66,557	67,457	68,657	70,037	73,457	77,477
5	68,717	69,617	70,817	72,197	75,617	79,637
6	70,877	71,777	72,977	74,357	77,777	81,797
7	73,037	73,937	75,137	76,517	79,937	83,957
8	75,197	76,097	77,297	78,677	82,097	86,117
9	77,357	78,257	79,457	80,837	84,257	88,277
10	79,517	80,417	81,617	82,997	86,417	90,437
11	81,677	82,577	83,777	85,157	88,577	92,597
12	83,837	84,737	85,937	87,317	90,737	94,757
13	85,997	86,897	88,097	89,477	92,897	96,917
14	88,157	89,057	90,257	91,637	95,057	99,077
15	90,785	91,685	92,885	94,265	97,685	101,705
16	94,625	95,525	96,725	98,105	101,525	105,545
17	99,665	100,565	101,765	103,145	106,565	110,585
18	105,905	106,805	108,005	109,385	112,805	116,825

**MORRIS COUNTY TECHNICAL SCHOOL NEGOTIATIONS- TEACHERS
COORDINATOR SALARY GUIDE 2011-2012**

STEP	ND	ND+30	BA	BA+30	MA	MA30
1	65,987	66,947	68,147	69,527	72,947	76,967
2	66,587	67,547	68,747	70,127	73,547	77,567
3	67,187	68,147	69,347	70,727	74,147	78,167
4	67,787	68,747	69,947	71,327	74,747	78,767
5	69,923	70,883	72,083	73,463	76,883	80,903
6	72,083	73,043	74,243	75,623	79,043	83,063
7	74,243	75,203	76,403	77,783	81,203	85,223
8	76,403	77,363	78,563	79,943	83,363	87,383
9	78,563	79,523	80,723	82,103	85,523	89,543
10	80,723	81,683	82,883	84,263	87,683	91,703
11	82,883	83,843	85,043	86,423	89,843	93,863
12	85,043	86,003	87,203	88,583	92,003	96,023
13	87,203	88,163	89,363	90,743	94,163	98,183
14	89,555	90,515	91,715	93,095	96,515	100,535
15	92,777	93,737	94,937	96,317	99,737	103,757
16	96,899	97,859	99,059	100,439	103,859	107,879
17	101,921	102,881	104,081	105,461	108,881	112,901
18	107,843	108,803	110,003	111,383	114,803	118,823

Schedule B-1
Longevity- Teachers

Longevity is defined as total years of service to the
Morris County Vo-Tech School District

Longevity should be paid during the:

15 th -19 th year of service:	2160
20 th -24 th year of service:	3240
25+ years of service:	4320

Schedule B-2
Longevity- Support Staff

15 th -19 th year of service:	700
20 th -24 th year of service:	1000
25+ years of service:	1350