

**Memorandum of Agreement  
between the  
Verona Education Association Technology Personnel (E)  
and  
Verona Board of Education  
for an Agreement  
Effective July 1, 2016 through June 30, 2021**

The Negotiations Committees of the Verona Education Association – Technology Personnel and the Verona Board of Education agree to recommend the following terms for a collective negotiations agreement:

**1. Term:**

The agreement shall be effective from July 1, 2016 through June 30, 2021.

**2. Salaries:**

The base salary for each year shall be increased by the following amounts:

Year 1 (2016-17)	2.5%
Year 2 (2017-18)	2.95%
Year 3 (2018-19)	3.2%
Year 4 (2019-20)	3.0%
Year 5 (2020-21)	3.0%

3. Language Changes as per the attached.

4. Retroactive to July 1, 2016, Spencer D'Alessio will receive an increase of \$2000 on his base salary. This is a one-time adjustment and will carry over into subsequent years.

Date: 5/12/17

Verona Education Association  
Technology Personnel

Spencer D'Alessio  
Chris Han

Verona Board of Education

[Signature]  
Lisa [Signature]

# **Technology Personnel**

**(Part E)**

**ARTICLE 1**  
**Grievance Procedure (Part E)**

- 1:1 Definition – A ‘grievance’ is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of his/her employment. The Association may process such a grievance if the grievant does not wish to do so. To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) school days of the time the grievant knew or should have known of its occurrence.
- 1:2 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. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 1:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall present the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 1:3.2 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.
- 1:3.3 It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Level I

- 1:3.4 Any employees who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

Level II

- 1:3.5 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor within five (5) school days specifying:
- a. the nature of the grievance and the provision or provisions of the Agreement violated;
  - b. the nature and extent of the loss, injury, or detriment;
  - c. the results of previous discussions; and
  - d. his/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

Level III

- 1:3.6 The employee, no later than five (5) school days after receipt of the decision in Level II, may appeal the decision to the Superintendent of Schools who shall communicate his/her decision in writing to the employee with ten (10) school days.

Level IV

- 1:3.7 If the grievance is not resolved, the employee may, within five (5) school days appeal his/her grievance in writing to the Board of Education through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of receipt of the written grievance.
- 1:3.8 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the grievance concerns the interpretation and application of the terms of Part B of the Agreement, and the Association wishes review by a third party, it shall so notify the Board in writing within ten (10) school days of receipt of the Board's decision. Grievances concerning: a) a complaint by an employee which arises by reason of his/her not being re-employed; b) a complaint by an employee occasioned by the withholding of a salary increase of increment; c) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and d) any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on increment denial, or suspension, shall not be subject to arbitration.
- 1:3.9 Within ten (10) school days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the PARTIES are unable to agree, a request for a list of arbitrators shall be made jointly to the Public Employment Relations Commission. The Parties shall then be bound by the rules and procedures of the commission in the selection of an arbitrator.
- 1:3.10 The arbitrator shall limit him/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the Parties. The arbitrator's decision shall be binding on the Parties. The Parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each Party paying one-half.
- 1:4 Miscellaneous
- 1:4.1 Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.
- 1:4.2 When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

**ARTICLE 2**  
**Employee Rights ( Part E)**

- 2:1 The Association President will be notified of any job vacancies and promotions with the bargaining unit. Should a current and qualified employee (i.e., one who meets job posting requirements) apply for a position in the Verona Public Schools, he/she will be granted, at a minimum, an interview.
- 2:1.1 Notification of Contract: An employee that has worked three (3) years or more will be given 60 days notice if their contract is not to be renewed. An employee that has worked fewer than three (3) years will be given 30 days notice if their contract is not to be renewed. Such notice will be provided by May 1 and June 1 respectively.
- 2:2 Pursuant to applicable NJ Statutes and Codes, as amended, employees covered by this Agreement shall have the right freely and without fear of penalty or reprisal to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by the laws of New Jersey or the Constitution of New Jersey and the United States.
- 2:3 No employee shall be disciplined, reprimanded, or non-renewed without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 2:4 Whenever any Technology personnel is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that technology personnel, in his/her office, position, or employment of the salary or any increments pertaining to, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing to advise and represent him/her during such meeting or interview.
- 2:5 Any question or criticism of an employee's work performance made by a supervisor, administrator, or board member, while acting in his/her official capacity, shall be kept as confidential as possible and will not be made in the presence of students, parents, or at public gatherings. This applies vice-versa for any criticism of supervisor, administrator, Board member made by an employee.
- 2:6 No employee shall be prevented from wearing identification of membership in the Association or its affiliates.
- 2:7 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization(s) representing any portion of the unit or potential member of the unit.

- 2:8 A copy of any material placed in an employee's personnel file shall be made available to the employee prior to being placed in the file. An employee shall have the right to review his/her personnel file at any given point as long as they give the district a twenty-four (24) hours notice. Any documents submitted by a supervisor/administrator after July 1, 2007 that an employee deems inappropriately placed in the file shall be removed upon the request of the employee and with approval of the superintendent or his/her designee. Employees shall also be allowed to copy any documents in their files.
- 2:9 Technology seniority is to be determined as uninterrupted service in the district in a Technology position. Periods of Board authorized unpaid leave of absence shall not break service time, but shall count toward seniority.
- 2:10 A RIF'd technology staff member shall be entitled to a hearing before the Board.

**ARTICLE 3**  
**Work Year (Part E)**

- 3:1 The work year shall be from July 1 through June 30, exclusive of holidays and vacations.

**ARTICLE 4**  
**Vacations (Part E)**

- 4:1 The vacation entitlement for full-time, 12-month employees will be as follows:
- a. One (1) through two (2) years of service – ten (10) days.
  - b. Three (3) through four (4) years of service – fifteen (15) days.
  - c. Five (5) years or more of service – twenty (20) days.
  - d. Fifteen (15) years or more of service -an additional day per year after 20 to a maximum of twenty-two (22) days

Time accumulated due to work on holidays when school is in session may be taken as vacation anytime during the school year, with the approval of the Superintendent/designee.

- 4:2 Technology staff can carry over up to three vacation days, and these days must be used by October 15<sup>th</sup> of the following academic year.

**ARTICLE 5**  
**Holidays (Part E)**

5:1 The following paid holidays shall be in effect for all 12-month employees covered by this Agreement if days are school holidays:

Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans' Day  
Thanksgiving Day and the day after  
Day Before or After Christmas Day  
Christmas Day  
New Year's Day and day after  
Martin Luther King, Jr.'s Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day

\* Dates for holidays will be given each year from the Board Office to adjust to actual school year calendar.

These are the holidays that were previously agreed upon. However, the board has the right to modify holidays if emergency closing warrant it. Sixteen (16) holidays per year are still guaranteed.

5:2 When technology staff work on holidays or when a holiday falls on a weekend, an offset day will be provided.

**ARTICLE 6**  
**Time Requirements (Part E)**

6:1 The work day shall consist of eight (8) hours, including a one-hour lunch. There will be a 30 day minimum notice of change in work schedule.

6:2 Overtime shall be paid for work over forty (40) hours a week at time and one-half the regular straight time rate.

- 6:3 Technology personnel may elect to receive compensatory time ("comp time") in lieu of overtime pay for any hours worked beyond the normal work day with the prior approval of his/her supervisor.

**ARTICLE 7**  
**Working Conditions (Part E)**

- 7:1 The use of cars by employees shall be voluntary. If an employee does use his/her car for authorized travel in the performance he/she shall be reimbursed at the state rate per mile.
- 7:2 Each technology staff member will be provided a smartphone with phone and data service provided by the district.

**ARTICLE 8**  
**Clothing (Part E)**

- 8:1 Each technology employee under full-time contract shall be provided each year with five (5) polo shirts.

**ARTICLE 9**  
**Seniority (Part E)**

- 9:1 "Seniority" defined as an employee's length of uninterrupted service with the Verona School District, will be considered along with ability in promotions and recalls, but decisions with respect hereto shall not be subject to grievance.
- 9:2 In the event of a Reduction in Force, technology staff whose positions are eliminated shall be considered for re-assignment to other technology positions in the VEA Bargaining Unit. In determining reassignments, the Board shall consider such elements as seniority, suitability and the needs of the district for RIF's technology staff.



**ARTICLE 10**  
**Personnel Evaluation (Part E)**

- 10:1 All technology personnel shall be evaluated a minimum of twice yearly, during the first three (3) years of employment, and a minimum of once (1) yearly in subsequent years. Evaluations will be completed by May 15.
- 10:2 All monitoring and evaluation of the work performance of a technology employee shall be conducted openly and with full knowledge of the technology employee.
- 10:3 The Superintendent shall designate certified personnel responsible for the evaluation of a technology employee and will be advised of the names of such individuals. The Superintendent designee will evaluate the technology staff member's performance and obtain additional evaluative feedback on staff performance from a minimum of two building administrators on an annual rotating basis.
- 10:4 A technology employee shall be given a copy of any formal evaluation report prepared by his/her evaluator(s) within ten (10) school days following the evaluation, and a conference will be held to discuss it. If the technology employee wishes, he/she may request additional conference time prior to the evaluation form being placed in his/her file. No such evaluation report shall be submitted to the Central Office, placed in their personnel file, or otherwise acted upon without an opportunity for a conference with the technology employee. The technology employee shall sign the evaluation as an acknowledgement of having seen the report and comments.
- 10:5 Those complaints regarding a technology employee made to any member of the administration by any parent, student, or other person which may be used in any manner in evaluating a technology employee, shall be promptly investigated. The technology employee shall be given an opportunity to respond to and/or rebut those complaints which, as a result of the investigation, shall become part of his/her file.
- 10:6 The technology employee shall also have the right to submit a written answer to such material in the space provided on the evaluation form, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The technology employee may request a second evaluation from the Superintendent, upon receiving a rating of "Below Average" in one or more categories.

**ARTICLE 11**  
**Sick Leave (Part E)**

- 11:1 Sick Leave-Absence of employees and compensation for absences due to personal illness shall be according to the following:
- 11:1.1 Each full-time employee shall be allowed up to twelve (12) days absence due to personal illness each year without deduction from pay. Sick leave is hereby defined as "the absence of an employee from his/her post of duty because of personal disability due to illness or injury, or because he/she has been excluded from his/her building by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his/her immediate household.
- 11:1.2 Each full-time 12-month employee shall be permitted to accumulate a maximum of 12 days of sick leave not utilized in any one year to be used as additional sick leave as needed in later years.
- 11:1.3 In case of absence of any full-time employee constituting sick leave for more than five (5) consecutive days, upon request, a physician's certificate of illness or quarantine shall be filed with the Secretary of the Board of Education.

**ARTICLE 12**  
**Temporary Leaves of Absence (Part E)**

- 12:1 Death in Family – Each full-time employee shall be allowed up to five (5) days of absence at any one time with full pay because of death of parents, mother-in-law, father-in-law, grandparents, brothers, sisters, children, grandchildren, husband or wife, lifetime partner, parent of child, or other relative residing in the same dwelling unit as the employee. For death of other relatives, absence must be charged as a personal business day and be taken in accordance with the provisions and procedures of Article 12:5.
- 12:1.a All aforementioned apply to relatives of lifetime partner as covered under the agreement. In the case of death of nephew, niece, aunt, uncle, brother-in-law, sister-in-law, parent of child, other relative not living with the immediate family, or where attendance at a funeral is expected of or incumbent upon a teacher, no deduction will be made for an absence for the day of the funeral and up to four (4) days may be granted at the discretion of the superintendent.
- 12:2 Serious Illness in the Family – Each full-time employee shall be allowed a maximum of five (5) days absence per year, non-cumulative, because of serious illness of parents, mother-in-law, father-in-law, grandparents, children, husband, wife, lifetime partner, or other relatives residing in the same dwelling unit as the employee. The employee may be required to submit a doctor's certificate verifying any such illness for which absence is taken under this paragraph.

- 12:3 In other special situations created by serious illness or death or involving a hardship, temporary leaves of absence up to five (5) days with full pay may be granted upon approval of the Superintendent.
- 12:4 Marriage or Civil Union – Subject to the recommendation of the Principal and approval of the Superintendent, each full-time employee shall be allowed up to five (5) days absence at the time of Marriage or Civil Union.
- 12:5 Personal Business – Each full-time employee shall be allowed an absence of three (3) days each year with full pay for personal business. In all instances where a request for personal business day leave is for a day contiguous to a vacation period or if less than twenty-four (24) hours notice is given the employee must state the reason for requesting a personal business day. It is expected that the day will be used for personal affairs which cannot be done on other than a school day. In general, the situation should be such that the employee would otherwise take time off without pay. Absence under this paragraph will not be granted during the first ten (10) or last ten (10) days of school without the approval of the Superintendent. Requests during these periods must state reasons or be communicated directly to the Superintendent.
- 12:5.1 Absence of employees for religious holidays shall be chargeable against the employee as a personal day.
- 12:5.2 The employee shall notify his/her supervisor in writing on the approved notification form as far in advance as possible when he/she expects to be absent for personal business. When such absence will create problems in the normal operation of school, the Superintendent Designee may properly ask the employee to seek another day, if possible, for the conduct of his/her personal business, and may deny the request. The notification form with the recommendation of the Superintendent Designee shall be submitted to the Superintendent.
- 12:5.3 Unused personal days may be accumulated annually as sick leave entitlement applicable during the following years for personal illness use or retained for reimbursement at retirement in accordance with provisions of Article 13 – Sick Leave Compensation.
- 12:5.4 Technology Staff will be excused from their duties on days that they have served on Jury Duty. In all cases, employees must inform the Central Office of jury duty assignments as soon as they are received.
- 12:6 Deductions – Full Salary deductions for absence shall be defined as follows:  
Twelve-month employees –  $1/240^{\text{th}}$  of annual salary for each day of absence.

**ARTICLE 13**  
**Sick Leave Compensation (Part E)**

- 13:1 Employees with ten (10) or more years of service in the district who retire from the district and who apply to receive pension benefit payments upon retirement from the district or are terminated as a result of a reduction-in-force shall be eligible for compensation for unused accumulated sick days with the following stipulations:
- a. Except in cases of termination as a result of reduction-in-force, this provision shall not apply to employees vesting under the provisions of the retirement plan or postponing receipt of retirement benefits beyond separation from the district.
  - b. Compensation rate for eligible days is to be seventy-five dollars (\$75.00) per day.
  - c. The Verona Board of Education shall pay to the estate of the employee any sick leave reimbursement if the employee dies before they retire.
- 13:2 Maximum liability to the Board in school year for the duration of this agreement is fifty five thousand dollars (\$55,000) annually.

**ARTICLE 14**  
**Military Leave (Part E)**

- 14:1 The Board and the Association agree to abide by applicable State and Federal law.

**ARTICLE 15**  
**Maternity Leave (Part C)**

- 15:1 Maternity leave will be granted in accordance with Article A, Section 18 of this agreement.

**ARTICLE 16**  
**Administration of Salary Guide (Part C)**

- 16:1 The salaries of all employees covered by this Agreement are set forth in Schedule X, which is attached hereto and made a part hereof. At the time of employment, up to three (3) years credit on the Salary Guide may be given for comparable work experience upon recommendation of the Superintendent and approval of the Board.
- 16:2 The Board shall not grant an annual increment to any employee whose services for the past year have not been satisfactory. Such unsatisfactory service shall be established only as a result of a thorough evaluation and with the employee fully informed. In such a case, salaries and longevity will be paid at the same rate effective on the last day this agreement was in effect. When a successor agreement is established, the salaries and longevity established in that agreement will take effect retroactively to the start date of the successor agreement.

- 16:3 Individuals employed for 90 or more days will be granted a regular increment the following year.
- 16:4 The Verona BOE agrees to pay for any other training required by the district for employment.
- 16:5 Pay Days:  
All school employees are to be paid twice a month – on the fifteenth and the last day of the month. If the regular pay day falls on a weekend or holiday, employees will be paid on the last workday.
- 16:6 Payroll Deductions:  
The secretary of the Board shall deduct from the pay check of any employee, upon request of said employee, for any of the following, provided the employee has filed a written authorization for such deduction on the appropriate authorization form available in the Board of Education Office.
- a. V.E.A. dues deduction,
  - b. Supplemental annuity deduction,
  - c. Disability Insurance (Prudential) and
  - d. Defined Contribution Retirement Plan (tax shelters)
  - e. Flex Spending

## ARTICLE 17 Insurance Protection (Part E)

17:1 The Board shall provide health insurance protection equal to or better than the current plan. The Board shall pay the premium for each employee and in cases where appropriate, for family-plan insurance coverage unless the employee chooses to opt out of the insurance plan. The parties recognize that any State mandated contribution toward health insurance coverage shall be followed under the terms of this agreement.

17:2 The “AmeriHealth PPO \$20/\$40 Healthcare Plan” shall become the new base plan provided to all members of the VEA by the Verona Board of Education. The Verona Education Association and the Verona Board of Education will form a joint-committee to meet with the Verona BOE’s healthcare broker, for the purposes of exploring the addition of less costly healthcare plans. If any employee decides to choose a less costly healthcare plan, the Verona Board of Education will provide said employee with a stipend for the difference in annual premium cost of the *base plan* and the annual premium cost of the less costly plan chosen. If any plan offered by the joint-committee has a more costly healthcare premium, any employee may choose the higher/more expensive plan so long as the employee

covers the full difference between the offered base plan premium and the higher/more expensive plan premium (in addition to any regular premium contributions made by said employee).

17:3 Effective July 1, 2016, the Board of Education agrees to "freeze" the healthcare premium percentage rate, at whatever the healthcare percentage rate is for each employee at the Tier 4 Level from the Chapter 78- Contribution Chart on June 30, 2016. Whatever Tier 4 percentage rate is being applied and paid by each employee on June 30, 2016, shall continue until otherwise negotiated, regardless of whether or not, any salary increases *would* have yielded a higher percentage under the previous rules governed by Chapter 78. The June 20, 2016 percentage(s) will remain in effect until a time at which the premium contribution is renegotiated or changed via statute or law.

17:4 The Board will continue to offer dental insurance, including family coverage.

17:5 The Board shall provide to each new employee a description of the health-care insurance coverage provided under this Article no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

17:6 Employees who opt out of Health Insurance and dental coverage shall be paid 25% of the premiums or \$5,000, whichever is less.

17:7 Employees who opt out of health insurance coverage will retain the option to re-enter the current district plans as per current health care policy and legislation guidelines.

## ARTICLE 18

### Tuition Reimbursement (Part E)

18:1 The Verona Board of Education shall provide tuition reimbursement upon prior approval by the Superintendent/or designee. The total funds available for tuition reimbursement shall be \$80,000 in each school year and functions as the full cap for all bargaining unit members. First year technology employees are not eligible for reimbursement for graduate credit, but may receive paid training under article 16:4. Funds will be dispersed in a manner proportional to the total number of credits earned by all members of the bargaining unit as of June 30 of the contract year. If a technology staff member leaves the district within one year of receiving tuition reimbursement, reimbursement received will be returned to the district. The reimbursement shall be made using the following criteria:

Reimbursement up to 75% of the total cost of the course not to exceed 75% of the total cost of the graduate credits at Montclair State University for:

- Education Leadership and Education Administration courses through an accredited program.
- Attainment toward a graduate degree in a discipline related to technology/technology education, including but not limited to: educational technology, information systems, computer science, electrical engineering, and education.

Reimbursement of up to 50% of the Montclair State rate for B.S. courses related to the field, including but not limited to: information systems, computer science, electrical engineering.

Salary Schedule X

Year 1 (2016-17)	2.5%
Year 2 (2017-18)	2.95%
Year 3 (2018-19)	3.2%
Year 4 (2019-20)	3.0%
Year 5 (2020-21)	3.0%

ORIGINAL