

**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, 2018 through June 30, 2021**

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## PREAMBLE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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. Social Worker
8. Public Relations Specialist
9. Media Specialist
10. LDTC
11. School Psychologist
12. Educational Program Specialist
13. Security Guards
14. Admissions Specialist (12 months – current salary)
15. Education and Learning Instructional Aide

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.
- 4) In addition to Article XVII, which only applies to Security Guards, only the following Articles of this Agreement shall apply to Security Guards: I, II, III, IV, VII, (Section A.2., A.3., B.1., B.2.), XI, XII (A through G, K and L), XIII, XIX, XXI, XXII, XXIII, and XXIV.

## 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

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 February 1 of the calendar year in which this Agreement expires. The scattergram shall include all unit employees on payroll as of October 15th of the year preceding the calendar year in which this Agreement expires.

## 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, 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 written 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 Association, who 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 Association 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 level hearing, it may within twenty (20) calendar days thereafter, submit the grievance to arbitration.
- 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'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. Only the Association may bring a grievance to Level Four and beyond. From Levels One through Three 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.

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. Newly hired teachers in post-secondary full-time programs 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.

B. Work Day

1. Teachers will work 437 minutes per day.
  - a. 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. 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, and Algebra.

If no schedule change is appropriate and the teacher must teach more than three preparations, the teacher will be relieved of a duty period.
5. During this Agreement the Board and the Association agree to continue ongoing discussions regarding the scheduling concerns raised by the Association regarding the numerous career and technical course curricula taught in full time academies that require individual grade books, lesson plans and assessments.

C. Arrival and Dismissal

1. 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. Students will be permitted in the classroom ten minutes before the scheduled starting time, and teachers are expected to be in their classrooms with the doors open and available for student supervision. 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. Over the course of a school year, each employee shall be expected to attend twenty-three (23) hours of after-school and evening meetings in district. The after-school meetings shall be used for common planning, interdisciplinary meetings, professional development and administrative purposes, and these meetings shall run for no more than one (1) hour.
2. After school meetings shall begin no later than ten (10) minutes after student dismissal and shall run no longer than sixty (60) minutes.
3. Up to four (4) evening meetings may be required of each employee, and these evening meetings shall be of no more than two (2) hours each.
4. The administration will work collaboratively with members of the faculty to determine the best use of after school meeting time. In order to ensure that use of after school meeting time is aligned to district and school goals, the Superintendent will make the final determination of how the District utilizes after school and evening meeting time.
5. A quarterly after school and evening meeting calendar will be shared with faculty at least two weeks prior to the start of each academic quarter.

E. Assignment Change

Each teacher shall be notified of any change in his/her assignment by July 15<sup>th</sup> 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 ordinary or disability retirement from the district and upon collecting pension benefits or in the event of death, employees with ten (10) or more years of continuous service in the school district (or their Beneficiary) will receive 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. Employees applying for or receiving deferred retirement benefits 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 1<sup>st</sup> 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. Non-consecutive bereavement days may be taken only with the prior approval of the Superintendent.
2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, 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

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 offer each employee in the unit, hospitalization and medical-surgical insurance as listed below or its equivalent:

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

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

B. Enrollment will be effective on the first of month following 60 days of employment. Teaching staff members hired for September 1 (or the first day of school), shall be enrolled as of their start date.

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 \$978.48 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 \$978.48 per employee for each year. Dental changes will go into effect as soon as possible after ratification.

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

- F. Effective upon ratification of this 2012-2015 Agreement, the indemnity plan (traditional plan) will no longer be an option.
- G. Effective July 1, 2012, employees shall contribute towards the premiums for their dental and medical insurances as set forth in Ch. 78, P.L. 2011.
- H. The Board reserves the right to offer employees the option to enroll in new, less costly insurance plans. No employee will be required to enroll in them.

## 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 three (3) credits per year, third year teachers are eligible for up to six (6) credits per year, fourth 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 courses taken directly related to the staff member's present job responsibilities. Courses for additional certifications or degrees not related to the employee's present assignment may be approved at the sole discretion of the Superintendent. 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 \$702.00 per credit hour, including registration fees for a maximum of \$8,424.00 per instructional staff member, for each year of this contract. The Board's overall reimbursement shall not exceed \$60,000 per year. Reimbursement will only be provided for attendance at eligible institutions, as provided by law.



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. Teachers shall be permitted two (2) release days per year to attend workshops covered under this provision.
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. Staff must remain for two years after receipt of reimbursement or the money received will be repaid to the District unless the staff member is non-renewed or resigns in lieu of non-renewal.
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. Tuition reimbursement eligibility will be based on a fiscal year of July 1 to June 30 determined by the start date of the course.
4. Tuition reimbursement payment will be based on a fiscal year of June 1 to May 31. All courses must be completed and paperwork submitted by May 31 to be incorporated into the \$50,000 pool for that year. Upon completion of the course and submission of appropriate documentation, the employee will be reimbursed 50% of the approved cost incurred. Final payments will be made on June 15 based on the remaining available balance in the pool and prorated, if necessary, so the Board's maximum payout is not exceeded. Courses approved, commenced but not completed by May 31 will go into the following year's pool.

5. Immediately after a course ends, or upon completion of a 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.
  6. The Board will maintain a running tally of approved requests for tuition reimbursement and will share same with the Association upon request. By June 15 of each year, and once all of the appropriate paperwork is submitted by those whose course work was approved, the Board will issue tuition reimbursement checks, pro-rated, if necessary, so the Board's maximum payout is not exceeded.
- 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. or State OMB-approved rate, whichever is greater and permitted.

\*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 \$33.00 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 entitled to have a representative(s) of the Association advise and represent him/her during such meeting(s) or interview(s). Except in extenuating circumstances, said employees shall be given 24 hours' prior notice of the reasons for such meeting(s) or interview(s).

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 Board will implement deductions for a Tax Sheltered Annuity Program.

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

C. The Board will establish a Section 125 plan, and Flexible Spending Accounts for District employees. The Section 125 plan shall cover dependent care, insurance premiums and unreimbursed medical expenses.

D. Member Fees

1. 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.

2. 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.

b. Payroll Deduction Schedule:

The Board will deduct from the salaries of the employees referred to in Section 2.a. the full amount of the fees 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 fee terminates his or her employment with the Board before the Association has received the full amount of the 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 2.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

1. 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. The Board will be permitted to assign a custodian to a Tuesday to Saturday work Week. The position will first be posted, but if there are no qualified volunteers, the least senior qualified custodian will be assigned. If the least senior custodian does not possess a Black Seal license, he will be assigned to the Tuesday to Saturday shift as soon as he earns the license.
2. 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 employee's salary for any overtime worked beyond eight (8) hours, Overtime on Saturdays shall be time and one half. In the event that overtime cannot be covered by unit personnel, then overtime may be offered to non-unit staff.

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. Thanksgiving Day                  |
| 3. President's Day            | 9. Friday following Thanksgiving Day |
| 4. Good Friday                | 10. Christmas Eve                    |
| 5. Memorial Day               | 11. Christmas Day                    |
| 6. Fourth of July             | 12. New Years Eve                    |

3. 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 during or at the end of the probationary period are not subject to the grievance procedure.
4. Vacation scheduling for Custodial/Maintenance personnel shall be done on a first come, first served basis. All requests for vacation time exceeding one (1) day must be submitted three (3) days in advance and are subject to approval by the Business Administrator. 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.

#### 5. Call Outs

Effective July 1, 2015, any custodial/maintenance employee called out after midnight on Friday and prior to midnight on Sunday shall be guaranteed three (3) 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.



In the event that no coverage is available, the Board reserves the right to assign the overtime to any qualified unit member.

6. Uniform Allowance

Beginning with the 2013-14 school year, the Board will provide pants and shirts through a vendor or uniform service of the Board's choosing. The Board of Education agrees that each custodial/maintenance employee shall receive \$100.00 for the life of this agreement for the purchases of a winter coat or other outerwear of the employee's choosing. For the 2012-2013 school year, the Board of Education agrees that each custodial/maintenance employee shall receive \$400.00 as a uniform allowance. Reimbursable items covered by this contract provision will be specified in administrative procedures. Custodial/maintenance employees will receive \$100 during the term of this Agreement to be used to purchase work boots, including insulated boots.

Uniforms and/or allowances will only be provided to employees after they have completed their probationary period.

7. Black Seal

Custodial and Maintenance personnel shall receive annual salary adjustment of \$800.00 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 custodial and maintenance employees hired after July 1, 2015 are required to obtain their Black Seal license within twenty-four (24) months from the date their probationary period ends. Failure to obtain the license in this time frame will result in termination of employment.

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

9. The Board of Education shall provide two (2) weeks notification to custodial/maintenance personnel prior to implementation of any shift change.
10. 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.
11. If the school calendar does not align with these days as holidays, employees will be scheduled for an alternate day in that school year. At the Board's discretion, the alternate day may be a day upon which the entire District is closed or a floating holiday to be scheduled by the employee and his/her supervisor.
12. Beginning with the first Friday in July through the next to last Friday in August, custodial and maintenance personnel will adjust their Monday-Friday schedules to work four (4) days per week, Personnel will have either Mondays or Fridays off. For safety reasons, a minimum of two custodial and maintenance employees per shift must work on Mondays and Fridays.

#### 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 (10) minute 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 employee's 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             | 8. NJEA Convention                    |
| 2. Martin Luther King Jr. Day | 9. Thanksgiving Day                   |
| 3. President's Day            | 10. Friday following Thanksgiving Day |
| 4. Good Friday                | 11. Christmas Eve                     |
| 5. Memorial Day               | 12. Christmas Day                     |
| 6. Fourth of July             | 13. New Years Eve                     |
| 7. Labor 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 during or 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 Eve Day falls on a regularly scheduled work day, employees have a half (1/2) day off in the P.M. the day before.

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

- 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 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 related to their positions.

## 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:
  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. NJEA Convention (2 days)
  9. Thanksgiving Day
  10. Friday following Thanksgiving Day
  11. Christmas Eve
  12. Christmas Day
  13. New Years 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 Year's Day falls on a Saturday, employees shall have the previous Friday off with pay.

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

When New Year's Eve Day falls on a regularly scheduled work day, employees have a half ( $\frac{1}{2}$ ) day in the P.M. the day before.

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

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

SECURITY GUARDS

A. WORK YEAR

Security Guards shall work the ten-month school calendar.

B. WORK HOURS

Security guards shall work the days and hours assigned by their supervisors.

C. EMPLOYMENT NOTIFICATION

Security guards will be notified of their renewal or non-renewal for the next academic year by May 15.

D. SICK DAYS

Security Guards shall be entitled to ten sick days per year. These days may be accumulated for use in future years, but will not be paid at separation or retirement.

E. PERSONAL LEAVE DAYS

All full-time employed ten (10) month security guards shall be entitled to one (1) personal day per school year with no reason having to be given in order to attend to matters requiring absence during school hours.

- F. Security employees will receive \$100 during the term of this Agreement to be used to purchase safety appropriate outerwear.

### ARTICLE XVIII

#### STIPENDS FOR CLUB ADVISORS AND CHAPERONES

- A. 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.

Stipends for club advisors shall increase by the Year 1 salary percentage and remain flat in each of the following years of the Agreement.

First Year Clubs - The pre-approved activity/club will be run for one year on a trial basis and the advisor will receive a \$500.00 stipend for that year. If the activity/club is approved for continuation, it will be assigned to the appropriate category and paid at that rate.

Extra Curricular Clubs Categories			
	2018-2019	2019-2020	2020-2021
Category I	2293	2293	2293
Category II	4583	4583	4583
Category III	6877	6877	6877

Clubs	Category
National Technical Honor Society	I
National Honor Society	I
National Dance Honor Society	I
Key Club	I
Environmental Action Club	I
Literary Club	I
Class Advisor	I
Gay & Straight Alliance	I
Peer Leadership	I
Red Cross	I
Art/Photography	I
Technology	I
Multicultural	I
Robotics	I

Clubs	Category
Jazz Band	II
Chorus	II
DECA	II
HOSA (Advisors 2)	II
Drama/Thespian Club	III
Fitness Club	III
Skills USA (Advisors - 2)	III
VPA Production Director, Dance	III
VPA Production Director, Multimedia	III
VPA Production Director, Drama	III

Coaching stipends will be increased by Year 1 salary percentage and remain flat for the second and third year of the contract.

JV Athletics Stipend			
JV Athletics	2018-2019	2019-2020	2020-2021
Girls Basketball	6059	6059	6059
Boys Basketball	6059	6059	6059
Baseball	6059	6059	6059
Volleyball-Girls	6059	6059	6059
Girls Soccer	6059	6059	6059
Boys Soccer	6059	6059	6059
Softball	6059	6059	6059



Varsity Athletics Stipend			
Varsity	2018-19	2019-20	2020-21
Girls Basketball	8273	8273	8273
Boys Basketball	8273	8273	8273
Baseball	8273	8273	8273
Volleyball-Girls	8273	8273	8273
Girls Golf	6938	6938	6938
Boys Golf	6938	6938	6938
Girls Soccer	8273	8273	8273
Boys Soccer	8273	8273	8273
Bowling-Coed	6938	6938	6938
Girls Cross Country	6938	6938	6938
Boys Cross County	6938	6938	6938
Softball	8273	8273	8273

Athletic Site Manager position – Athletic Site Managers will be paid \$100 per game coverage.

Assistant Coach Stipend			
	2018-19	2019-20	2020-21
Baseball	4544	4544	4544
Softball	4544	4544	4544
Soccer	4544	4544	4544

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.

Longevity: Coaches who continuously coach the same sport and same team will be paid a longevity stipend as follows:

- Entering 4<sup>th</sup> year through 6<sup>th</sup> year of continuous service\* -- additional \$500 added to stipend
- Entering 7<sup>th</sup> year through 9<sup>th</sup> year of continuous service\*-- additional \$1,000 added to stipend
- Entering 10<sup>th</sup> year and above of continuous service\*-- additional \$1,500 added to stipend.

\*Continuous service is defined as serving as coach for the same sport-same team without a break in service. Statutorily required leaves of absence will not be considered a break in service. Longevity credit will only be given for actual years of coaching.

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 compensated as follows: If the approved event occurs on a non-school day, compensation shall be at

the rate of \$18.00 per hour. 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 \$225.00 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. The home instruction rate shall be established by the Board, but shall be no less than \$60 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 XIX

##### 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 ail 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. Unless a provision has been expressly modified in writing, all prior Agreements are incorporated into this Agreement.
- E. 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 XX

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."
2. Schedule "A-1", "A-2" & "A-3" are based on ten (10) 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 D-1.
5. The 10 month teacher hourly rate will be calculated as follows: Salary ÷ 184 days ÷ 7.25 hours.
6. Prior to the implementation of the 2012-2013 guides, CTE teachers on the ND and ND+30 guides will be moved to the BA column at the same step, CTE teachers on the BA guide will move to the BA+30 column at the same step, CTE teachers on the BA+30 will move to the MA column at the same step, and CTE teachers on the MA column will move to the MA+30 column at the same step. CTE teachers on the MA+30 column and the academic teachers will not move horizontally as a result of this adjustment. All certified staff members, will, however, receive 2012-13 and subsequent employment and adjustment increments as set forth in the agreed upon guides. These column adjustments are to reflect the additional teaching time for which the CTE teachers are scheduled.
7. Beginning with the 2012-2013 school year, newly hired certificated secondary and post-secondary CTE positions that teach either 3,200 minutes over 2 weeks (full-time) or 1,600 minutes over 2 weeks (half-time), will be placed on the column as follows:

CTE Instructors with no degree or no degree plus 30 credits: Placed on BA column

CTE Instructors with BA degree: Placed on BA plus 30 column

CTE Instructors with BA plus 30 credits: Placed on MA column

CTE Instructors with MA degree: Placed on MA plus 30 column

CTE Instructors with MA plus 30 credits: Placed on MA plus 30 column

The three (3) CTE instructors on the payroll effective July 1, 2015 who did not receive a salary adjustment (column movement) as part of the 2012-2015 Agreement will receive an additional \$1,300.00 added to base salary annually effective July 15, 2015. This provision shall be operative only for these three (3) employees who are current members of the Association.

Guide step movement for work experience will apply as per New Jersey state guidelines and Board Policy.

B. Educational Program Specialists

Effective July 1, 2015, the three (3) Education Program Specialists will receive an additional \$500 increase in their base salary. The negotiated increases will be applied thereafter.

C. Custodial/Maintenance

1. Salaries of custodial/maintenance personnel in the unit for the school years covered by the Agreement are set forth in Schedule "B-1", "B-2" & "B-3" which is attached hereto and made a part hereof.
2. Longevity provisions for the term of this agreement are found in Schedule E2.

D. Secretarial/Clerical

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

E. Hourly Stipend for Teachers

Teachers who during the regular school year are requested by the Administration to work beyond the normal work day and work year on 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.

Minor curriculum revisions will be accomplished during preparation or other meeting times. Teachers will be paid for curriculum writing only in those cases in which they are writing a brand-new curriculum or a major revision of an existing one.

F. 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.

G. 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.

H. 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. Unless the employee has arranged for direct deposit of their paychecks, the District will not be obligated to make paper checks available on snow days or any other day the District is not open.

I. All 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 XXI

PHYSICAL EXAMINATIONS

A. 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 XXII

EMPLOYEE RIGHTS

No document shall be placed in an employee's personnel file unless the employee has had an opportunity to review such material. An employee may review such material for a period not to exceed 72 (seventy-two) hours, after which the document may be placed in the file without a signature. An employee may affix his/her signature to the 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 XXIII

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 Development Plan (PDP), approved by the Superintendent/Principal, and developed in mutual agreement with his/her immediate supervisor. It is understood that the development of a meaningful PDP is the professional responsibility of the staff member. PDPs 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 PDP'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 PDPs 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 preconference evaluation, but a post-conference evaluation shall take place within five (5) days after the observation.

- D. The Parties recognize that new regulations are being promulgated that impact the evaluation process. To the extent that the language in Paragraphs A — C, above, conflict with the new regulations, the regulations shall be honored.

ARTICLE XXIV

DURATION OF AGREEMENT

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

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

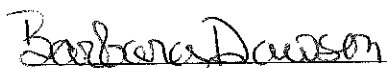
MORRIS COUNTY VOCATIONAL  
TECHNICAL-EDUCATION  
ASSOCIATION, INC.

MORRIS COUNTY VOCATIONAL  
SCHOOL DISTRICT OF MORRIS  
COUNTY, NEW JERSEY


By:



By:



ATTEST:



ATTEST:





**MORRIS COUNTY TECHNICAL SCHOOL TEACHERS  
STAFF SALARY GUIDE 2018-19  
A-1**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	59,423	60,573	63,423	66,773
<b>2</b>	60,083	61,233	64,083	67,433
<b>3-4</b>	60,743	61,893	64,743	68,093
<b>5</b>	61,256	62,406	65,256	68,606
<b>6</b>	62,153	63,303	66,153	69,503
<b>7</b>	63,053	64,203	67,053	70,403
<b>8</b>	64,778	65,928	68,778	72,128
<b>9</b>	66,578	67,728	70,578	73,928
<b>10</b>	68,378	69,528	72,378	75,728
<b>11</b>	70,278	71,428	74,278	77,628
<b>12</b>	72,216	73,366	76,216	79,566
<b>13</b>	74,188	75,338	78,188	81,538
<b>14</b>	77,204	78,354	81,204	84,554
<b>15</b>	80,704	81,854	84,704	88,054
<b>16</b>	84,223	85,373	88,223	91,573
<b>17</b>	87,948	89,098	91,948	95,298
<b>18</b>	91,848	92,998	95,848	99,198
<b>19</b>	96,626	97,776	100,626	103,976

THE FOLLOWING INDIVIDUALS WILL RECEIVE A \$1,300 PENSIONABLE STIPEND ABOVE THEIR PUBLISHED SALARY: IF, DP, MD.

TWELVE MONTH CERTIFICATED COORDINATOR WILL BE PAID AT L2 TIMES THE APPROPRIATE STEP AND LEVEL ON THE TEACHERS' GUIDE.

**MORRIS COUNTY TECHNICAL SCHOOL TEACHERS  
STAFF SALARY GUIDE 2019-20**

**A-2**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	59,861	61,011	63,861	67,211
<b>2</b>	60,521	61,671	64,521	67,871
<b>3</b>	61,181	62,331	65,181	68,531
<b>4-5</b>	61,694	62,844	65,694	69,044
<b>6</b>	62,591	63,741	66,591	69,941
<b>7</b>	63,491	64,641	67,491	70,841
<b>8</b>	65,216	66,366	69,216	72,566
<b>9</b>	67,016	68,166	71,016	74,366
<b>10</b>	68,816	69,966	72,816	76,166
<b>11</b>	70,716	71,866	74,716	78,066
<b>12</b>	72,654	73,804	76,654	80,004
<b>13</b>	74,626	75,776	78,626	81,976
<b>14</b>	77,642	78,792	81,642	84,992
<b>15</b>	81,142	82,292	85,142	88,492
<b>16</b>	84,661	85,811	88,661	92,011
<b>17</b>	88,386	89,536	92,386	95,736
<b>18</b>	92,286	93,436	96,286	99,636
<b>19</b>	97,064	98,214	101,064	104,414

THE FOLLOWING INDIVIDUALS WILL RECEIVE A \$1,300 PENSIONABLE STIPEND ABOVE THEIR PUBLISHED SALARY: IF, DP, MD.

TWELVE MONTH CERTIFICATED COORDINATOR WILL BE PAID AT 1.2 TIMES THE APPROPRIATE STEP AND LEVEL ON THE TEACHERS' GUIDE.

**MORRIS COUNTY TECHNICAL SCHOOL TEACHERS  
STAFF SALARY GUIDES 2020-21  
A-3**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	60,331	61,481	64,331	67,681
<b>2</b>	60,991	62,141	64,991	68,341
<b>3</b>	61,651	62,801	65,651	69,001
<b>4</b>	62,164	63,314	66,164	69,514
<b>5-6</b>	63,061	64,211	67,061	70,411
<b>7</b>	63,961	65,111	67,961	71,311
<b>8</b>	65,686	66,836	69,686	73,036
<b>9</b>	67,486	68,636	71,486	74,836
<b>10</b>	69,286	70,436	73,286	76,636
<b>11</b>	71,186	72,336	75,186	78,536
<b>12</b>	73,124	74,274	77,124	80,474
<b>13</b>	75,096	76,246	79,096	82,446
<b>14</b>	78,112	79,262	82,112	85,462
<b>15</b>	81,612	82,762	85,612	88,962
<b>16</b>	85,131	86,281	89,131	92,481
<b>17</b>	88,856	90,006	92,856	96,206
<b>18</b>	92,756	93,906	96,756	100,106
<b>19</b>	97,534	98,684	101,534	104,884

THE FOLLOWING INDIVIDUALS WILL RECEIVE A \$1,300 PENSIONABLE STIPEND ABOVE THEIR PUBLISHED SALARY: IF, DP, MD.

TWELVE MONTH CERTIFICATED COORDINATOR WILL BE PAID AT 1.2 TIMES THE APPROPRIATE STEP AND LEVEL ON THE TEACHERS' GUIDE.

**MORRIS COUNTY TECHNICAL SCHOOL  
CUSTODIAL/MAINTENANCE STAFF SALARY GUIDE 2018-19  
B-1**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance</b>
<b>1-2</b>	38,895	41,620
<b>3</b>	39,395	42,155
<b>4</b>	39,980	42,780
<b>5-6</b>	40,580	43,725
<b>7-8</b>	41,280	44,925
<b>9</b>	42,570	46,520
<b>10</b>	43,870	48,120
<b>11</b>	44,875	49,330
<b>12</b>	46,320	50,980
<b>13</b>	48,120	52,570
<b>14</b>	50,065	54,150
<b>15</b>	53,000	59,605
<b>16</b>	53,500	61,605

**MORRIS COUNTY TECHNICAL SCHOOL  
CUSTODIAL/MAINTENANCE STAFF  
SALARY GUIDE 2019-20  
B-2**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance</b>
<b>1</b>	39,620	43,185
<b>2-3</b>	40,120	43,730
<b>4</b>	40,620	44,275
<b>5</b>	41,225	44,935
<b>6-7</b>	41,925	45,700
<b>8-9</b>	43,225	47,175
<b>10</b>	44,525	48,775
<b>11</b>	45,525	49,980
<b>12</b>	46,965	51,625
<b>13</b>	48,765	53,215
<b>14</b>	50,710	54,380
<b>15</b>	53,000	59,605
<b>16</b>	54,000	61,605

**MORRIS COUNTY TECHNICAL SCHOOL  
CUSTODIAL/MAINTENANCE STAFF SALARY 2020-21  
B-3**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance</b>
<b>1</b>	40,180	43,795
<b>2</b>	40,680	44,340
<b>3-4</b>	41,180	44,885
<b>5</b>	41,680	45,430
<b>6</b>	42,360	46,170
<b>7-8</b>	43,360	47,310
<b>9-10</b>	44,635	48,885
<b>11</b>	45,635	50,090
<b>12</b>	47,075	51,735
<b>13</b>	48,875	53,325
<b>14</b>	50,820	55,395
<b>15</b>	53,000	59,605
<b>16</b>	54,500	61,605

**MORRIS COUNTY TECHNICAL SCHOOL  
SECRETARIES STAFF SALARY GUIDE 2018-19  
C-1**

<b>Step</b>	<b>Salary</b>
1-4	40,663
5	41,363
6-8	42,163
9	43,063
10	44,063
11	45,163
12	46,403
13	47,843
14	49,483
15	51,323
16	53,363
17	55,603

**MORRIS COUNTY TECHNICAL SCHOOL  
SECRETARIES STAFF SALARY GUIDE 2019-20  
C-2**

<b>Step</b>	<b>Salary</b>
<b>1</b>	41,413
<b>2-5</b>	42,113
<b>6</b>	42,913
<b>7-9</b>	43,813
<b>10</b>	44,813
<b>11</b>	45,913
<b>12</b>	47,178
<b>13</b>	48,643
<b>14</b>	50,308
<b>15</b>	52,173
<b>16</b>	54,238
<b>17</b>	56,503



**MORRIS COUNTY TECHNICAL SCHOOL  
SECRETARIES STAFF SALARY GUIDE 2020-21  
C-3**

<b>Step</b>	<b>Salary</b>
1	42,163
2	42,863
3-6	43,663
7	44,563
8-10	45,558
11	46,658
12	47,933
13	49,408
14	51,083
15	52,958
16	55,033
17	57,308

**Schedule D-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 <sup>th</sup> – 19 <sup>th</sup> year of service:	2160
20 <sup>th</sup> – 24 <sup>th</sup> year of service:	3240
25+ years of service:	4320

Schedule E-2  
Longevity- Support Staff

15 <sup>th</sup> – 19 <sup>th</sup> year of service:	700
20 <sup>th</sup> – 24 <sup>th</sup> year of service:	1000
25+ years of service:	1350

Longevity at the required rate will be paid beginning with the start of the academic year in which the longevity level is reached or crossed.