

BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF MONMOUTH
AND
MONMOUTH COUNTY VOCATIONAL
EDUCATION ASSOCIATION

AGREEMENT

JULY 1, 2020 - JUNE 30, 2022

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PREAMBLE

This Agreement entered into the first day of July 2020 by and between the Board of Education of the Vocational Schools in the County of Monmouth, New Jersey, hereinafter called the "Board", and the Monmouth County Vocational Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for contracted certificated staff and full-time 10 month school secretaries, and teacher aides under contract with the Board, but excluding:

- All administrators employed under any administrative certificate
- All other full-time personnel
- All part-time temporary/replacement personnel and substitutes without a yearly individual contract [excluding part-time positions specifically referenced in this agreement]

2. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all contracted certificated employees represented by the Association in the negotiating unit as above defined, secretaries shall be referred to as all full-time, ten-month secretaries, and teacher aides shall be referred to as teacher aides.

ARTICLE II

NEGOTIATION PROCEDURE

1. Parties agree to enter into collective negotiations pursuant to Chapter 303, Public Law of 1968, in a good faith offer to reach agreement on matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate. Such negotiations shall begin no later than December 1st of the last year of the contract. The proposal of the Association shall be submitted to the Board before the first of December of that same year, and shall clearly propose changes in the current agreement and any new proposals. Items not included in the original demands, which affect the budget shall not be negotiated until after a contract is tentatively agreed upon. Any contract so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing and shall be signed by the Board and the Association.

2. Either party may request in writing an initial meeting during December for the purpose of conducting negotiations and establishing dates for future sessions. A request for a meeting when made by either shall contain a list of items to be included for discussion at the initial session. No more than one (1) meeting shall be held in any week and no meeting shall be continued for more than three (3) hours, except by mutual consent of both sides. Meetings shall be held at a place mutually agreeable.

3. Board covenants that it will finalize the annual budget in accordance with New Jersey Administrative Code.

4. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.

5. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

6. Items agreed upon at a negotiation session shall be signed by each party as a tentative agreement pending an affirmative vote by the Association membership and the Board of Education.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever any representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in any meetings to discuss business between the Board and the Association, no loss of pay shall be suffered by the employee. Whenever a meeting is mandated by a mediator, arbitrator, judge, PERC or other authority with such a power, with such a meeting resulting from any action initiated by the Association, the Board shall not reimburse employees for loss of pay unless the employees are being called as witnesses for the Board or payment is mandated by the ordering agency.

2. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with the approval of the Superintendent or designee, provided that this shall not interfere with or interrupt normal school operations.

3. The Association and its representatives may request permission to use school buildings at all reasonable hours for meetings. The request must be made to the Principal of the building in question in writing at least 48 hours in advance of the time and place of all such meetings. The selection of the place for the meeting shall rest with the Principal and any cost resulting from the use of the school facilities shall be borne by the Association providing the cost is clearly stated on the notice of approval from the Principal.

4. The Association shall have in each building the use of a bulletin board in the faculty lounge.

5. The Association shall have the right to use the school mailboxes, including electronic, for a reasonable amount of material dealing with the proper and legitimate business of the Association.

6. The Association President, Vice President, Treasurer and Grievance Chair will be permitted to arrange their professional preparation time outside the approved workday in order to conduct Association business under the following guidelines:

a. No more than four hours per month collectively may be scheduled.

b. To avoid any conflict to the professional schedule, prior approval shall be obtained from the immediate supervisor.

c. No Association business is to be conducted during teaching student contact hours.

d. The Association president will request in writing 48 hours prior to the schedule change with date, time, and location. Emergency requests may be confirmed by telephone.

ARTICLE IV

GRIEVANCE PROCEDURE

DEFINITION

A grievance shall be defined as a complaint by an employee that there has been as to that employee: (1) a violation of a specific section of this agreement, (2) that they have been treated unfairly by reason of an act or condition which is contrary to established Board policy or practice governing or affecting employees or (3) by an administrative decision affecting the employee which is inconsistent with established Board policy or provisions of this agreement. An "aggrieved person" shall mean a person or persons having the same grievance.

GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

PROCEDURES

In order for a grievance to be considered under this procedure initial processing must be initiated within thirty (30) calendar days of the occurrence within the knowledge of the aggrieved of the matter to be grieved. Every grievance shall be filed and responded to via email and regular mail.

1. The employee and/or Association shall first discuss it with their immediate superior in an attempt to resolve the matter informally at that level.

The employee may elect to have a second meeting with their immediate supervisor in the presence of the employee's Association representative.

If these informal discussions do not resolve the matter, the employee shall present the complaint, in writing, within thirty (30) calendar days to their immediate supervisor, and this complaint shall make known the full details of the grievance.

a. The complaint shall specify the nature of the grievance.

b. The complaint shall specify the nature and extent of any injury, loss or inconvenience.

c. The complaint shall specify the results of previous, informal discussions.

d. All documentation known to the Association that is available at the time will be presented. Should additional information be discovered during the processing of the Grievance, the information will be sent to the Superintendent of Schools once discovered.

e. The complaint shall specify the dissatisfaction with decisions previously rendered.

The immediate supervisor shall inform the employee of the decision, in writing, within thirty (30) calendar days of receipt of the written grievance.

2. If the complaint has not been settled satisfactorily by the employee's immediate supervisor, the employee may request that the complaint be referred to the Superintendent of Schools. This request shall be made in writing not more than thirty (30) calendar days following the decision in Step 1. The Superintendent shall communicate a decision in writing within thirty (30) calendar days after receipt of the grievance.

3. If the complaint is not settled at the Superintendent level, the aggrieved employee may within thirty (30) calendar days file a request in writing for a review by the Board, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents. The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance. Within thirty (30) calendar days from the date of said hearing, or within forty-five (45) calendar days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved employee its decision, in writing, with respect to said grievance.

4. Grievances arising under the express terms of this contract will proceed to Binding Arbitration. The Association may submit a formal demand for arbitration pursuant to the rules and regulations of PERC. The only grievance which may proceed to Binding Arbitration based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement.

Grievances which concern the interpretation, application, or alleged violations of policies and administrative decisions shall not be subject to arbitration.

A request for such arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within the time limit shall constitute a bar to arbitration unless the parties have extended the time by mutual agreement in writing.

A copy of the Arbitrator's decision shall be simultaneously furnished to the Association and the Board. The Arbitrator shall limit himself to the issue submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from this Agreement between the parties or any policy of the Board. The recommendation of the Arbitrator shall be binding on the parties.

5. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

ARTICLE V

EMPLOYEE RIGHTS

1. Whenever any employee is required to appear before the Superintendent, Board, or any committee or employee thereof concerning any matter which could adversely affect the continuation of that employee in their office, position or employment, or the salary or any increments pertaining thereto, then the employee shall,

a. Be informed of the purpose of the meeting a reasonable time before the meeting commences.

b. Be entitled to representation if the employee so chooses to have representation; the employee shall inform the administration as to the name and affiliation of the representative.

2. No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

ARTICLE VI

ASSIGNMENT, TRANSFER, AND PROMOTION

1. Insofar as possible, all employees shall be informed of their class, subject, and/or building assignment for the forthcoming year no later than the end of the school year.

2. The parties recognize that transfers and/or changes in assignments between schools may be necessary after the close of the school year. While the right of determination to assign or transfer an employee is vested in the Board, the Board will not assign or transfer an employee without prior discussion between the Superintendent or designee and the employee. If such employee is not readily available, notification by registered mail of such reassignment or transfer shall be made.

3. The Superintendent shall post all known vacancies in all school buildings ten days prior to the application deadline. The building principal will post extra curricular/stipend positions ten days prior to the application deadline. Additionally, summer vacancies will be mailed to the Association president, corresponding secretary and newsletter editor. The Association shall provide the names and addresses of those individuals prior to the closing day of school in June.

4. An employee may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should a vacancy occur either during the school year or during the summer. This application should be renewed annually. When openings occur employees with applications on file shall be notified of their consideration for the position.

ARTICLE VII

EVALUATION PROCEDURES - CERTIFICATED PERSONNEL

1. Teachers shall be evaluated consistent with applicable State statute and regulations as promulgated and/or as amended by the State. Should a conflict arise between the law and the contract language, the law shall control. Employees shall be provided with all materials being used in evaluation on an annual basis. This includes any criteria, forms [electronic or non-electronic], or other documents.

2. The Administration has the right to observe and evaluate all personnel as many times as necessary to improve teacher performance.

3. Evaluation reports shall be presented to the employee in accordance with the following procedure:

- a. Employees shall receive a copy of an evaluation report, which shall include:
 - i. Strengths of the employee as evidenced in the lesson since the last evaluation.
 - ii. Weaknesses or deficiencies of the employee as evidenced in the lesson since the last evaluation.
 - iii. Specific recommendations for improvement in the areas in which weaknesses or deficiencies were observed.
- b. All teachers shall receive the required number of teaching evaluations and a summative evaluation each year. At least one [1] evaluation shall be done in each semester.
 - i. Non-Tenured teachers shall receive all evaluations by the end of March and the summative evaluation by the end of April.
 - ii. Tenured teachers shall receive all evaluations by May 15th, and, the summative evaluation by June 15th.

4. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.

5. A post-observation conference shall occur within ten [10] workdays of the observation.

6. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report.

7. Evaluation/observation reports, including scores and comments, shall be made available to employees a minimum of twenty-four [24] hours prior to the post evaluation/observation conference date. This allows the employee the opportunity to gather artifacts to bring to the post conference review.

At the end of a ten [10] workday period of time from the date of the conference (with extensions of time based on employee/administrative absences if applicable), the evaluation process shall be complete.

8. An employee who wishes to dispute the review waives his/her right to finalization of the evaluation/observation within the ten [10] day period.

9. The teacher will retain a copy of the evaluation and provision shall be made to attach employee responses/objections to the evaluation either physically or electronically.

10. An observation/evaluation shall be completed and signed prior to any subsequent formal evaluation.

11. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

12. No teacher shall be required to sign a blank or incomplete evaluation form.

13. No teacher or other unit member who serves on the School Improvement Panel shall participate in or provide materials for the evaluation of any other teacher or unit member.

14. No material derogatory to a teacher's conduct, service, character or personality shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that they have had the opportunity to review said material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or designee and attached to the file copy.

15. A teacher shall have the right, upon request, to review the contents of their official file and to receive a copy of any document contained therein.

ARTICLE VIII

(Pertains to certificated personnel only)

SALARIES

1. Salaries shall be set in conformity with the approved negotiated ten (10) month salary guide. (See Appendix A: 2020-2021; Appendix B: 2021-2022; Appendix C: Secretaries.) The salary of twelve (12) month employees will be computed by adding 20% to the appropriate step and level on the ten (10) month guide.

2. All credits must be earned as part of a matriculated program leading to a bachelor's degree in the field of education or be earned for courses having significance for the individual's development in their particular teaching specialty.

3. When a teacher qualifies for a higher level on the guide, they will be granted the additional money at the start of the following month, after official action has been taken by the Board.

4. a. Commencing with the 2017-18 school year, the work year for each teacher shall be: 186 days. 180 – 182 days shall be for instruction with students to be determined by the Board of Education. Twelve (12) month teachers will work twenty percent (20%) more days than ten (10) month teachers. The regular work day shall be seven (7) hours from "sign-in" to "sign-out" except that three (3) days designated by the Board on which there is not instruction with students shall be five (5) hours from "sign-in" to "sign-out". Actual times will be determined by the Board.

Teachers will make themselves available for students needing extra help or make-up as the need arises. Teachers will post a student "sign-up" sheet in their classrooms designating the day(s) during the week they will be available for extra help or make-up. A record of student extra help or make-up will be maintained by the teacher.

b. i. Certificated staff members are required to complete State mandated professional development hours. The Board shall monitor and track each individual employees completion of these hours. Individuals who complete the required hours by June 15th of a school year shall be released from attending the final professional day for that school year.

ii. Any certificated staff member who has not completed the required hours by June 15th of the school year shall be required to attend the final professional day of that school year, at which time the employee shall complete the State mandated professional development hours.

iii. The foregoing provisions must be met during each school year and completion of hours and release from the final professional day is for the then current year only.

In no case will this provision result in a school year of less than one hundred eighty-five [185] school days.

MCVSD Administration will provide resources to accomplish the required professional development. MCVSD Administration will provide status reports as to the number of professional development hours accumulated by each member of the staff to the MCVEA President or his designee on November 15th and again on March 1st of each academic year.

5. Extra-Curricular Activity: Activities approved by the Board will be paid on the following schedule:

	<u>2020-2021</u>	<u>2021-2022</u>
Level One	\$4,097	\$4,097
Level Two	\$3,681	\$3,681

Designation of the activity's level is based on the time and overall scope of responsibility within the school's operation. The level of the activities will be designated by the Board of Education at the time the activity is approved. (List to be provided by the Board of Education by September 15th).

While the actual duties of each stipend position may differ depending on the building in which it occurs, advisors shall not be assigned duties that are unrelated to their advisorship.

6. Overnight Board Approved Field Trips: A certificated staff member accompanying students on an overnight Board approved field trip shall be compensated

at \$75.00 per night payable on the July 15 following the completion of the school year.

7. Home Instruction: A certificated staff member providing Board approved home instruction will be compensated at the rate of \$42.00 per hour.

8. Work Schedule: Certificated Staff; LPN teaching schedule shall reflect the current contractual workday requirements.

a. Classroom Teachers Daily Assignments (minutes per week)

Teachers	Classroom Teaching Time	Administrative Assignments	Prep	Lunch
Vocational (includes LPN)	1500	250	200	150
Academic	1300	450	200	150
Supplemental	1300	450	200	150

b. Teaching Time:

i. Teaching time is defined as classroom, laboratory and shop instruction provided to students by a teacher in subjects for which they are certified. Prep and lunch time are duty free assignments for which teachers will be compensated at the part-time rate if required to provide coverage of any kind.

ii. Any teacher directed to teach a class within their certification during an administrative assignment period, will be compensated by the Board of Education at the part-time rate of \$35.00 per hour for every sixty (60) minutes accumulated over their allotted classroom teacher time as shown above. Teachers assigned this duty will receive proration of salary commencing with the sixth consecutive class assigned. Teachers assigned to non-teaching supervision during administrative assignment time will not be provided additional compensation. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest 1/2 hour for the month.

iii. Administrative assignments are defined as activities required for the efficient operation of the schools. The administration will schedule teachers for the activities in an equitable manner. When teachers are not teaching their maximum teaching time, the time left over will be transferred to administrative assignments.

iv. All shared-time teachers teaching more than 1500 minutes per week will be compensated by the Board of Education at the approved rate of \$35.00 per hour for every sixty (60) minutes accumulated. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest 1/2 hour for the month.

v. International Baccalaureate (IB) assignments shall be considered teaching time.

9. Teachers assigned/selected for AM/PM duty, information sessions and/or proctoring placement/admission testing outside the regular workday shall be compensated at the rate of \$34 [thirty-four] dollars per hour.

10. After School Activities: Open House, Back to School Night, parent conferences, graduation and Advisory Committee meetings are recognized by both the Teacher Association and the School Board as necessary activities to maintain the vitality and effectiveness of all MCVSD education programs. Certificated staff have the responsibility to cooperate with the administration and associates in these school activities which enhance the operation of the school district.

All certificated staff members shall attend two [2] after regular hours activities without additional compensation each school year. Such events shall include, but not be limited to, Back-to-School Night, Open House events, graduation or other after-hours activities as scheduled by the administration.

11. After School Faculty/Staff Meetings: With appropriate advance notice, certificated staff will attend one (1) forty-five (45) minute after school faculty/staff meeting per month. No staff meetings will be scheduled on the day of a regularly scheduled Board of Education meeting, as posted at the annual reorganization meeting.

After School Professional Learning Committees: With appropriate advance notice, certificated staff shall attend one(1) after school professional learning communities (PLC) meeting per month. Meetings shall last forty-five (45) minutes beyond the regular certificated work hours and may be conducted and/or attended virtually. No PLC meeting will be scheduled on the day of a regularly scheduled Board of Education meeting, as posted at the reorganization meeting and all scheduled PLC meetings will be published at the beginning of the school year.

During the 2020-2021 school year, five (5) PLC meetings shall be implemented as scheduled by the Administration.

Effective with the 2021-2022 school year and thereafter, five (5) additional PLC meetings will be implemented for a total of ten (10) meetings as scheduled by the Administration.

12. Postings for any paid positions outside of the School Day shall be posted for a minimum of 1 workday.

13. 12 Month Pay Option: The Board agrees to provide a method for Unit members to have monthly payments withheld for the purpose of summer pay plan for those employees so interested. The Board office will provide procedures. No application or claim may be made for the payment of interest on any funds thought to be or actually withheld by the Board in order to faithfully provide this alternative.

ARTICLE IX

WORK SCHEDULE - SCHOOL SECRETARIES

1. The work week for all employees shall be defined as being thirty-five (35) hours with a one-half hour daily unpaid lunch. The unpaid lunch half-hour shall be duty free.

2. For time worked beyond the assigned hours per day of the normal week or Saturdays, the employee shall receive 1 1/2 times the computed hourly rate based on the annual salary. Sunday work shall be two times the computed hourly rate based on the annual salary.

3. The work year for secretaries shall be consistent with the work year as scheduled for certificated staff pursuant to Article VIII:4.

ARTICLE X

PERSONNEL

Leave and Absence

All employees must report their expected absence prior to the start of their regular workday and indicate the reason for the expected absence. Reporting procedures are to be as designated by the Superintendent of Schools.

A certificate of absence is to be filed for all absences by all employees.

1. Leave Due to Personal Illness

a. Annual Absence Allowance for Personal Illness - Sick Leave

i. Definition: Sick leave is defined by law "to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household."

ii. Any employee holding any office, position, or employment in the school district who is steadily employed by the Board or who is protected in their office by tenure (section 18:13-16 through 19 of the Revised Statutes) shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. The provision for ten (10) school days sick leave is applicable to ten (10) month members. Employees under twelve (12) month contracts shall be allowed sick leave with full pay for a minimum of twelve (12) working days each calendar year. A certificate of absence shall be filed by every teacher for any absence.

b. Cumulative Sick Leave for Personal Illness - If any such employee required in any school year less than the then specified number of days sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used as additional sick leave as needed in subsequent years.

c. Extended Leave for Personal Illness - Absence beyond the accrued leave credit shall receive separate consideration by the Board, based upon the merits of the individual case. Any decision made is not to be considered setting a pattern of precedence.

2. Leave Due to Death in Immediate Family

a. An employee may be absent from school duties without loss of pay for a period of not to exceed more than five (5) days for each death in the immediate family.

b. Definition: Immediate family shall be construed to mean: father, mother, spouse, child, sister, brother, grandparents, step-father, step-mother, step-child, step sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren of the employee. The Administration reserves the right to request documentation of the relationship.

c. Leave due to death in the immediate family must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

3. Death of Relative

a. An employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative.

b. Definition of relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, first cousin or anyone living with the immediate family of the employee. The Administration reserves the right to request documentation of the relationship.

c. Leave due to death of a relative must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

4. Personal Leave

a. Definition: Personal leave is defined as absence from employment, excluding vacation, for personal business other than defined within this contract which cannot be accomplished after scheduled working hours. An employee shall be permitted three (3) personal days per year. Personal days not used during the given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

b. Procedure:

i. The District's "Request for Personal Leave" form shall be completed and submitted to the Superintendent's Office for approval prior to the day such absence is to occur.

ii. The term "personal business" is all that is required when submitting a "personal leave" request for one (1) personal day. This form must be submitted at least one (1) day prior to the requested personal day.

iii. Personal day may be requested as "emergency personal business" the night before or the morning of, if requested directly to the employee's immediate supervisor with reason. The immediate supervisor's decision is final.

iv. Personal days requested on work days preceding or following holidays or on in-service days may be granted with specific reasons that are directly communicated to the Superintendent in writing or verbally.

v. Consecutive personal days may be granted with documented information that is presented in writing to the Superintendent.

vi. The Superintendent reserves the right to deny personal days for a given date(s). Should an employee be denied a personal day, the Superintendent will provide the reason for such a denial in writing.

5. Observation and Convention Absence

a. Requests to attend conventions or visit other schools will be submitted in writing to the Superintendent no later than ten (10) working days prior to the date requested. The Superintendent shall respond to the request within five (5) working days of receipt of the request.

b. A written report of the day's activities shall be forwarded to the Superintendent within three (3) days following the visitation.

6. Emergency Absence - Emergency Absence due to illness in the family shall be at the discretion of the Superintendent who may allow up to one (1) day's absence without salary deduction. Leave (1 day per year) that is not used during the period of July 1 to June 30 during a given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

7. Absence for Other Reason - Loss of full pay for each day of absence.

8. Transfer of Personal Sick Leave - Transfer of personal sick leave was eliminated as of July 1, 1996 for new employees.

9. Payment of Unused Sick Leave at Retirement

A. Calculation of Pay out

1. Any teacher who retires shall be eligible to receive up to \$10,000 credit for unused sick leave based upon a monetary credit for unused sick leave of 1/200th per day of their current contract for ten (10) month employees and 1/240th per day of their current contract for twelve (12) month employees.

For every accumulated sick day left after the \$10,000 credit limit has been computed, the Board will pay 25% face value of every remaining sick day.

2. Any secretary who retires shall be eligible to receive up to \$8,000 credit for unused sick leave based upon a monetary credit for unused sick leave of 1/200th per day of their current contract for ten (10) month employees and 1/240th per day of their current contract for twelve (12) month employees

For every accumulated sick day left after the \$8,000 credit limit has been computed, the Board will pay 25% face value of every remaining sick day.

B. Maximum Pay Out

1. The maximum monetary value of unused sick leave for a teacher shall be \$15,000.

2. The maximum monetary value of unused sick leave for a secretary shall be \$14,000.
3. For employees hired on or before June 30, 1996
 - a. The monetary value of an individual's unused sick leave will be frozen as of June 30, 2014 if the monetary value is equal to or greater than \$15,000 for teachers or \$14,000 for secretaries.
 - b. If the monetary value for an employee is less than the applicable maximum, said employee will be able to continue to accumulate monetary credit up until the employee reaches the applicable maximum.
 - c. It is understood should an employee need to utilize a portion of this frozen sick bank, the monetary value would be subsequently adjusted down.
 - d. If a member's monetary value is \$15,000 or greater for teachers or \$14,000 or greater for secretaries, the member will be allowed one (1) additional personal day* in each year the monetary value exceeds the cap. Such days shall be accumulative as sick days if not utilized. Members will be notified by July 15 of each year once their sick bank value has reached the applicable cap.
[*This benefit is only for members employed on or before June 30, 1996.]

4. For employees hired after June 30, 1996

Individuals are subject to the applicable maximum pay-out in B above.

- C. Retirement, as used in A.1 or A.2, shall be under the regulations promulgated by the Division of Pensions and Benefits and does not include "deferred retirement."
- D. If an employee has ten (10) years in the district, this benefit will be paid to the estate in the event of death.
- E. Employer Contributions to 403(b) plans:
 - i. Post-retirement employer contributions to 403(b) plans are authorized for the following class of employees: Employees represented by the Monmouth County Vocational Education Association.
 - ii. Any post-retirement employer contribution for said employees must be permitted under the collective bargaining agreement between the Monmouth County Vocational School District Board of Education and the Monmouth County Vocational Education Association.
 - iii. Any post-retirement contributions to a 403(b) plan will be derived from: Payment of Unused Sick Leave at Retirement, as per Article X, Section 9, A and B of the current employment agreement.
 - iv. Post-retirement contributions authorized under this agreement

will be paid by the 15th of the month following the date of retirement and forwarded to the employee's 403(b) plan. Post-retirement employer contributions made in the calendar year of retirement when combined with any employee contribution during service will not exceed the statutory limit as permitted by law. Any balance due beyond said statutory limit will be paid into the employees' 403(b) by the 15th of January of the next subsequent calendar year and shall be paid to the statutory limit in effect for that year. Any balances remaining thereafter will be paid in the same manner as in the previous sentence.

10. Child Care Leave of Absence

Child care leave will be available to any employee for up to one (1) year without loss of seniority or tenure (if applicable) under the following guidelines:

- a. Time on leave does not count towards tenure, additional seniority and increment.
- b. Child to be cared for must be pre-school age or must require special attention as verified by appropriate medical documentation.
- c. Application for childcare leave must be submitted to the Superintendent's Office at least three (3) months prior to starting date.
- d. Applications that request a start and/or finish during the school year may have to be lengthened or shortened depending upon availability of a suitable substitute. The Superintendent will determine this.

11. Health Benefits

- a. The Board shall provide employee and dependent coverage under the New Jersey School Employees' Health Benefits Program or a program of equal to or better benefits.
 - i. The Base Healthcare Plan provided by the Board of Education shall be the Horizon Direct 15 Plan. Any employee choosing a plan that has a premium cost that is more expensive than that of the Horizon Direct 15 Plan must pay the difference between the Direct 15 Plan and the more expensive Healthcare Plan of their choosing. In addition, said employee must also pay the Healthcare Premium Contribution as explained below. (*Per Sidebar Agreement 2/26/19*)
 - ii. The following shall be the required Healthcare Premium Contribution Chart (see Appendix E: Percentage of Premium) that shall set forth what percentage each employee shall contribute:

Healthcare Premium Contribution Chart – Required Percentage
Amounts based upon Direct 15 or a lesser cost plan.

Chosen Healthcare Plan Coverage: (Single; 2 Adults;
Parent/Child) – Base Salary Amount
\$0 - \$49,999.99 = Percentage(s) as specified by P.L.2011, CH.78
\$50,000.00 - \$59,999.99 = 12% of chosen plan premium
\$60,000.00 - \$69,999.99 = 17% of chosen plan premium
\$70,000.00 - \$79,999.99 = 22% of chosen plan premium

\$80,000.00 - \$84,999.99 = 24% of chosen plan premium
\$85,000.00 - greater = 25% of chosen plan premium

Chosen Healthcare Plan Coverage: (Family) - Base Salary Amount
\$0 - \$49,999.99 = Percentage(s) as specified by P.L.2011, CH.78
\$50,000.00 - \$59,999.99 = 10% of chosen plan premium
\$60,000.00 - \$69,999.99 = 15% of chosen plan premium
\$70,000.00 - \$79,999.99 = 20% of chosen plan premium
\$80,000.00 - \$84,999.99 = 22% of chosen plan premium
\$85,000.00 - greater = 23% of chosen plan premium

The conversion to the Horizon Blue Cross Blue Shield of New Jersey Direct Access 15 Plan as the base plan shall be effective on May 1, 2019 as soon as allowable under the rules of the SEHBP and the new carrier. *(Per Sidebar Agreement 2/26/19)*

b. Prescription Plan - The Board agrees to make provision for a group prescription plan with the following co-payments:

2020-2022	\$25.00 non-generic at retail pharmacy
	\$10.00 generic at retail pharmacy
	\$10.00 mail order

The premium cost for prescription coverage shall be part of the base calculations for each employee's healthcare plan contribution.

Applications for new enrollees will be processed in accordance with the rules and regulations of the Insurance Carrier. *(Per Settlement Agreement 10/10/18)*

c. Dental Plan - The Board agrees to provide the following premiums for the purpose of providing a dental insurance program for family coverage. Coverage will include a basic dental plan plus \$1,200.00 orthodontic rider. Coverage will be as follows:

2020-2022	\$50 per person/\$150 per family deductible on treatment
-----------	----------------------------------------------------------

d. Further, the parties agree that the Board shall provide Association members with an individual notice of a health contribution change within thirty [30] days of such change. The foregoing shall not apply to changes promulgated by any of the carriers on the anniversary of the date of coverage. *(Per Settlement Agreement 10/10/18)*

12. Tuition Refund

The Board shall reimburse teachers for full cost of professional improvement under the following conditions:

a. A teacher must first complete the requirements for teacher certification in position now held before being eligible for the tuition reimbursement plan. A teacher with less than one year of NJ Public School teaching experience will not be eligible until the 3rd year of employment.

b. Credits earned to qualify for additional teacher certification, a degree higher than the one now held (if any), or professional improvement in education or curriculum area will be honored.

c. To insure reimbursement the teacher must obtain approval within three weeks of the start of the course from the Superintendent for courses for which reimbursement will be requested.

d. Reimbursement will be made in compliance with Internal Revenue Service regulations at the close of the school year after tuition receipts and college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below the "C" level will not be honored for reimbursement.

e. Reimbursement cost per one credit both graduate and undergraduate will be based on Rutgers University's current cost. Reimbursement will not exceed actual tuition charges.

f. The total cost for tuition reimbursement for the bargaining unit will be as follows:

2020-2022 \$300.00 times the number of certificated unit members

No teacher will be permitted reimbursement on credits that exceed twelve (12) per year. If, at the end of the year, vouchers total more than the prescribed amount, reimbursement will be prorated down to remain within the limit.

13. Mileage Reimbursement

Teachers will be eligible for mileage reimbursement under the following conditions:

- a. Travel to an additional site during the workday.
- b. Teacher has prior administrative approval and submits mileage in accordance to administrative procedure.
- c. Travel for Home Instruction.

The following conditions will not be reimbursable for mileage:

- a. Opening general session of the school year.
- b. Emergency meetings called by the Superintendent of Schools.

Members of the Association will be eligible for approved mileage reimbursement at the OMB (Office of Management and Budgets) rate per mile.

14. Professional Improvement

a. Professional improvement costs will be defined to be registration and/or tuition fees other than college credit courses. Travel, membership fees, separate meal costs, hotel costs, and any association activities are not eligible for reimbursement.

b. All professional improvement requests must be approved at least ten (10) working days in advance.

c. The formula for allotment for professional improvement is as follows:

2020-2022 - \$110 times the number of certificated unit members.

d. All reimbursement costs that exceed the allotment will be prorated down to the limit.

e. The Superintendent reserves the right to approve or disapprove the professional improvement activities.

f. Reimbursement is to be made at the end of the school year, when proof of attendance and cost receipts are submitted to the Superintendent's office.

g. Surplus of professional improvement fund may be applied to tuition refund during any one contract year.

15. Personal Property Damage - Any employee that has personal property damaged while in the process of physically restraining student (s) from potential injury shall be reimbursed by the Board for the cost of repair or replacement.

ARTICLE XI

REPRESENTATION FEE

1. Representation Fee

If a permanent employee does not become a member of the Association during any membership year (from July 1st to the following June 30th, for twelve (12) month employees; or September 1st to the following June 30th, for ten (10) month employees) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Board by the Association, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

2. Procedure

a. Notification: Prior to September 1st (12 month employees) or November 1st (10 month employees) of each year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Board; or (b) thirty (30) days after the employee begins their regular and temporary employment over ninety (90) days in a bargaining unit position.

c. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular monthly membership dues to the Association which shall be deducted on the first pay period of the month.

d. Changes: The Association will notify the Board in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

e. 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 thirty (30) day period. The list will include names, addresses, job titles and dates of employment for all such employees.

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

3. Indemnification

With respect to dues deductions, representation fee deductions, and the Association's demand return system established pursuant to law, the Association shall indemnify, defend and hold the Board harmless against any and all claims, demands suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Association shall have notified the Board in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE XII

SCHOOL YEAR CALENDAR

The Superintendent of Schools will meet with the President of the Association to review recommendations for the following school year calendar prior to the proposed calendar being placed on the Board of Education Agenda at a public meeting.

ARTICLE XIII

COPIES OF AGREEMENT

A copy of the Agreement shall be kept on file with the secretaries in each building, as well as a posted copy on the Board's website, www.mcvsd.org within thirty (30) days after the agreement is signed, for reference and personal duplication. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by email, fax or registered letter at the following addresses:

1. If by Association, to Board at

Monmouth County Vocational School District
4000 Kozloski Road
Box 5033
Freehold, New Jersey 07728-5003

2. If by Board, to the Association at

Monmouth County Vocational Education Association
Box 68
Freehold, New Jersey 07728

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and attested by its Vice President, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, all on the day and year first above written.

ATTEST:


Collette C. Flatt, Secretary

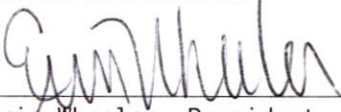
BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF MONMOUTH

By: 
Brian McAndrew, Ed.D., President

ATTEST:


Kelly Reilly, Vice President

MONMOUTH COUNTY VOCATIONAL
EDUCATION ASSOCIATION

By: 
Erin Wheeler, President

YEAR 1**2020-21****Monmouth County Votech Teachers**

Salary Guide Step	Standard	Stand +84	BA	BA+15	MA	MA+15	MA+30	Doctorate
1-3	52,340	53,240	54,170	55,280	56,400	57,550	58,720	59,920
4	53,140	54,040	54,970	56,080	57,200	58,350	59,520	60,720
5	54,140	55,040	55,970	57,080	58,200	59,350	60,520	61,720
6	55,740	56,640	57,570	58,680	59,800	60,950	62,120	63,320
7	57,340	58,240	59,170	60,280	61,400	62,550	63,720	64,920
8	59,440	60,340	60,970	62,380	63,500	64,650	65,820	67,020
9	60,690	62,390	63,290	64,390	65,490	66,690	67,890	68,990
10	63,490	64,390	65,320	66,430	67,550	68,700	69,870	71,070
11	65,790	66,690	67,620	68,730	69,850	71,000	72,170	73,370
12	68,190	69,090	70,020	70,930	72,250	73,400	74,570	75,770
13	70,590	71,690	72,690	73,790	74,890	76,090	77,190	78,490
14	75,090	75,990	76,920	78,030	79,150	80,300	81,470	82,670
14A	77,790	78,690	79,620	80,730	81,850	83,000	84,170	85,370
15	80,690	81,890	82,790	83,890	84,890	86,190	87,290	88,490
15A	83,790	84,690	85,620	86,730	87,850	89,000	90,170	91,370
16	86,890	87,790	88,720	89,830	90,950	92,100	93,270	94,470

Members who were on step 16 in the 2016-2017 school year receive an additional \$1,000

YEAR 2
2021-22

Monmouth County Votech Teachers

Salary Guide Step	Standard	Stand +84	BA	BA+15	MA	MA+15	MA+30	Doctorate
1-4	54,490	55,390	56,320	57,430	58,550	59,700	60,870	62,070
5	55,290	56,190	57,120	58,230	59,350	60,500	61,670	62,870
6	56,290	57,190	58,120	59,230	60,350	61,500	62,670	63,870
7	57,890	58,790	59,720	60,830	61,950	63,100	64,270	65,470
8	59,790	60,690	61,620	62,730	63,850	65,000	66,170	67,370
9	61,290	62,790	63,690	64,790	65,890	67,090	68,290	69,290
10	63,990	64,890	65,820	66,930	68,050	69,200	70,370	71,570
11	66,390	67,290	68,220	69,330	70,450	71,600	72,770	73,970
12	68,790	69,690	70,620	71,730	72,850	74,000	75,170	76,370
13	71,190	72,090	73,020	74,130	75,250	76,400	77,570	78,770
14	75,290	76,190	77,120	78,230	79,350	80,500	81,670	82,870
14A	78,290	79,190	80,120	81,230	82,350	83,500	84,670	85,870
15	81,290	82,390	83,220	84,330	85,350	86,600	87,770	88,970
15A	84,390	85,290	86,220	87,330	88,450	89,600	90,770	91,970
16	87,590	88,490	89,420	90,530	91,650	92,800	93,970	95,170

Members who were on step 16 in the 2016-2017 school year receive an additional \$1,000

YEAR 1**2020-21****Monmouth County Votech Secretaries****Salary Guide
Step****BA**

1-2	27,398
3	27,998
3A	28,798
4	29,638
5	30,613
6	31,813
7	33,013
8	34,213
8A	35,413
9	36,813
9A	38,388
10	40,188

YEAR 2**2021-22*****Monmouth County Votech Secretaries*****Salary Guide****Step****BA**

1-3	28,398
3A	28,898
4	29,748
5	30,848
6	32,048
7	33,248
8	34,473
8A	35,773
9	37,273
9A	38,913
10	40,688

Percentage of Premium Charts

MCVEA-SINGLE

Salary Range	Percentage of premium
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	12.00%
50,000-59,999.99	12.00%
60,000-69,999.99	17.00%
70,000-79,999.99	22.00%
80,000-84,999.99	24.00%
85,000 or greater	25.00%

MCVEA-FAMILY

Salary Range	Percentage of premium
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-59,999.99	10.00%
60,000-69,999.99	15.00%
70,000-79,999.99	20.00%
80,000-84,999.99	22.00%
85,000 or greater	23.00%

MCVEA-2 ADULTS-PARENT/CHILD

Salary Range	Percentage of premium
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-59,999.99	12.00%
60,000-69,999.99	17.00%
70,000-79,999.99	22.00%
80,000-84,999.99	24.00%
85,000 or greater	25.00%