

19-00

AGREEMENT

**Board of Education of the
Vocational School in the
County of Sussex**

and

**Sussex County Vocational-
Technical Teachers Education
Association, Inc.**

School Year 1973-74



PREAMBLE

This Agreement entered into this 12th day of March
1974, by and between the Board of Education of the Vocational School
in the County of Sussex, the County of Sussex, New Jersey, hereinafter called
the "Board", and Sussex County Vocational-Technical Teachers Education
Association, Inc., hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all the following personnel, whether under contract, on leave, employed or to be employed by the Board:

Teachers
Nurses
Librarians
Guidance Personnel

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or alleged violation of this Agreement, affecting an identified teacher or group of teachers.

2. Aggrieved Person

An "aggrieved person" is the teacher or teachers or the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to both parties of the problems which may

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Summer Pay Plan

Each teacher may individually elect to have ten (10%) per cent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, according to a schedule of payment pursuant to Chapter 90, Laws of 1956, or upon death or termination of employment, if earlier.

2. Pay Day

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

3. Final Pay

Each teacher shall receive his final pay and the pay schedule for the following year on the last working day in June.

4. Health Benefits

Health benefits shall include Blue Cross-Blue Shield, Rider "J", Major Medical coverage for faculty members and their dependents, to be paid in full by the Board.

C. Salary Guide

Non-degree teachers shall be paid 1 per cent of their previous year's salary for every twenty-six (26) credits earned toward a degree in their major area of responsibility, and shall not exceed the differential between the non-degree guide and the bachelorate degree.

Bachelor degree teachers shall be paid 1 per cent of their previous year's salary for every six (6) graduate credits earned toward a degree in their major area of responsibility, and shall not exceed thirty (30) graduate credits.

The percentage financial differential shall not exceed the difference between the bachelorate and the masters degree. Credits earned beyond the thirty (30) credits will not be recognized for salary purposes beyond the masters degree until the masters degree has been confirmed in the individual's major field of preparation.

Master degree teachers shall be paid 1 per cent of their previous

year's salary for every (6) graduate credits earned in their major area of responsibility, after the confirmation of the masters degree and the percentage financial differential shall not exceed the difference between the masters degree and the masters degree plus thirty (30) graduate credits.

A person having a bachelorate or higher degree shall not receive remuneration for certification courses. The percentage increment shall be applied to the regular base of the salary guide for which the teacher qualifies. To be eligible for percentage salary increments, the following procedure must be followed.

1. Notify the Superintendent by October 15 of the course and credits already completed or of those expected to be completed by the next September 1.
2. Transcripts of courses completed by September 1 must be submitted to the Superintendent prior to December 1, otherwise the sum monies paid will be withheld by the Board of Education.

SCHEDULE A
SALARY GUIDE

Step	Non-Degree	Bachelor Degree	Masters Degree	Masters + 30
1	8,173	8,360	9,168	9,588
2	8,504	8,837	9,499	9,919
3	8,837	9,168	9,830	10,250
4	9,278	9,609	10,273	10,693
5	9,720	10,040	10,713	11,113
6	10,162	10,495	11,155	11,575
7	10,555	10,920	11,598	12,018
8	11,079	11,443	12,121	12,541
9	11,602	11,967	12,645	13,065
10	12,231	12,595	13,273	13,693
11	12,859	13,223	13,901	14,321
12	13,487	13,851	14,592	15,012

Those teachers who have been on or have advanced beyond the 12th step of the 1973-74 salary schedule shall receive a 4.5% increase of the 1972-73 salary for the academic year of 1973-74.

COACHES EXTRACURRICULAR SALARY GUIDE

1973 - 74 (5.5%)

	1	2	3	4	5
Athletic Director	1,212	1,322	1,432	1,528	1,688

Major Sports:

Football

Basketball

Baseball

Wrestling

Head Coach	1,102	1,272	1,324	1,550	1,700
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Ass't. Coach	663	773	884	994	1,105
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Minor Sports:

Track

Soccer

Cross Country

LaCrosse

Head Coach	442	553	663	773	884
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Ass't. Coach	331	442	553	663	773
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Intramural \$3.85 per hour

NON-COACHES SALARY GUIDE

Newspaper	\$230	Drill Team Advisor	\$125
Yearbook	\$370	Pep Squad Advisor	\$ 58
Student Council	\$345	Cheerleader Advisor	\$345
Activity Accounts Treasurer	\$403	PAVAS and National Honor Society Advisor	\$ 58
Senior Class Advisor	\$173	Public Relations	\$403
Junior Class Advisor	\$115	FFA	\$200
Sophomore Class Advisor	\$84	Varsity Club	\$287
Freshman Class Advisor	\$84	Drama	
Band Director	\$400	Golf Club Advisor	
Bowling Club Advisor			

ARTICLE IV - EVALUATION POLICY

It is the policy of the Board of Education of the Vocational School in the County of Sussex to (1) require that the school's administration evaluate the services of each tenure teacher at least annually, and of each non-tenure teacher at least semi-annually, in order to stimulate continually improved teaching through constructive analysis of each teacher's work and (2) to consider such evaluations in granting salary increments and in determining the retention of each faculty member in the succeeding school year.

In the execution of this policy, the standards set forth below will serve as evaluation guidelines and the procedures stated below will be followed in conducting these evaluations.

STANDARDS:

Satisfactory service for teachers is defined as service which meets the standards set forth in the following areas:

a. Employee Responsibilities

The teacher has a record of regular and punctual attendance both in the school and the classroom. He also has displayed promptness and efficiency in the handling of administrative details and maintains legible records and reports.

b. Classroom Instruction

The teacher has maintained professional competence in carrying out the instructional program within his classroom including lesson preparation, disciplinary control and teaching effectiveness.

c. Guidance After-Class and Co-Curricular Activities

The teacher has a record of having taken initiative and responsibility in assisting and guiding individuals or groups, or student organizations in after-class or after-school activities and cooperating well with the Guidance and all other departments in these and other school situations.

d. Professional Attitude, Participation and Improvement In-Service

1. The teacher has conducted himself in a professional and cooperative manner in his relations with students, other teachers, members of the administrative staff and the Board of Education.
2. The teacher has displayed a professional attitude in committees, school functions and other professional activities.

3. The teacher has taken positive steps to improve his professional competence such as taking courses, attending a professional workshop, participating in a study program of the activities of professional educational organizations, or in the work of such organizations.
4. The teacher conducts himself in accordance with the Code of Ethics of the Education Profession of the National Education Association.
5. The teacher has attended all in-service training programs or course seminars or professional meetings recommended by the administration.

e. Teacher, Parent and Community Relations

1. The teacher has developed satisfactory relations with the parents of his pupils.
2. The teacher has maintained a professional standard of conduct in the community.

Continued violations of the above standards may be cause for administrative recommendation against the granting of an increment or continued employment.

As an aid in making observations and evaluations, a Classroom Form and Evaluation Report Form containing the substance of these standards will be used by supervisory and administrative personnel. Observation conferences will be held within seven (7) working days after an observation, if possible. Copies of these forms are to be found in the Appendix of the Board of Education Policy Manual.

PROCEDURES:

These procedures shall be followed in the teacher evaluation process:

a. Supervisor's Qualifications

Teachers shall be evaluated by qualified personnel. Qualified personnel are those holding or meeting the requirements for issuance of, the Administration Certificate with a Principal, Vice Principal or Supervisor's endorsement.

b. Evaluation Report

Prior to an evaluation conference the Principal shall complete and in triplicate sign an "Evaluation Report" in which he shall record his evaluation of the teacher's services and state upon what his judgment is based.

He also shall set forth the areas in which he believes the teacher's services may be improved and his recommendations as to how this may be accomplished. This report will serve as the basis for discussion at the evaluation conference.

The Evaluation Report will include reference to the observed strengths and weaknesses of the teacher and specific suggestions as to measures which the teacher might take to improve his performance in areas of indicated weakness.

Each teacher shall be given a blank copy of the Evaluation Report at the beginning of each school year so that he may acquaint himself with the specific areas and items upon which his services will be evaluated.

The three signed copies of the Evaluation Report shall be sent to the teacher for review and signature. If the teacher disagrees with the report or any part of it, he shall record the reason for his disagreement thereon, sign all copies, and return them to the Principal. He also may file a statement to be attached to and become part of the Evaluation Report. No teacher shall be required to sign a blank or incomplete Observation or Evaluation Report form.

All three copies of the Evaluation Report shall be forwarded to the Superintendent for acknowledgement and signature. The original copy of the Evaluation Report will be retained by the Superintendent, one copy will be filed in the Principal's office, and one copy will be given to the teacher. This shall be done not later than January 31st for the first Evaluation Report and March 31st for the second Evaluation Report for all non-tenure teachers and March 31st for all tenure teachers. The Principal and Superintendent shall keep such reports in confidential files.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material by affixing his signature to the copies to be filed with the express 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 his answer shall be reviewed by the Superintendent or his designee and attached to the file copies.

Although the Board of Education agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any personnel file which is not available for the teacher's inspection.

c. Evaluation Conferences

The Principal shall arrange evaluation conferences as often as necessary but at least once a year with teachers who are on tenure. He shall arrange such conferences at least twice a year with non-tenure teacher. Each evaluation will be based on at least two in-classroom observations on at least thirty (30) minutes each.

The date of each Evaluation Conference should be set at least two (2) working days in advance so that both Principal and teacher may assemble

evidence of the teacher's services and prepare themselves for the conference.

Should a teacher refuse to affix his signature to an Observation Form or Evaluation Report or other material to be placed in his personnel file after seeing it, he is to be asked again to sign it in the presence of an officer of the Sussex County Vocational-Technical School Teachers Association. Should he refuse again to affix his signature to either form, the association officer shall sign the form to indicate, as a witness, that the teacher has, in actuality seen the form and refused to sign it.

RESPONSIBILITIES:

a. Teacher

While serving as a non-tenure teacher, the burden or responsibility shall be upon the teacher to display sufficient potential in order to warrant placement on tenure.

b. Supervision and Evaluation Conferences

Supervisors shall observe teachers' class work. They shall be free to visit any classroom at any time for any administrative or supervisory purpose, to include that of observing a teacher's work or to confer with any teacher regarding curriculum improvement and development and the improvement of instruction.

They shall discuss the results of their observations with the Principal (and with the teacher, if advisable) relating information which may be used for evaluation purposes.

The Supervisors and the Vice-Principal shall report to the Principal for evaluation purposes any relevant information affecting evaluation which either has gathered in working with teachers, teachers' committees and students or others concerning a teacher's services to the school system.

The first Evaluation Conference shall be between the Principal and the Teacher. The teacher shall be notified at least two (2) working days in advance of the conference.

c. Principal

The Principal shall assemble all the information he can concerning a teacher's services to the system, obtaining from other members at the administrative staff relevant information which they may have to contribute.

If, in the judgment of the Principal, or the Superintendent, there is a question about granting an increment to or renewing a contract with a teacher, the Principal shall invite other members of the administrative staff to assist him in evaluating the services of the teacher prior to an evaluation conference with the teacher.

The Principal or other qualified supervisors shall hold evaluation

conferences with teachers concerned. Present at such conferences may be the Supervisor, the Vice-Principal, the Guidance Director, Superintendent or any other person employed by the school, or students concerned.

In recommending the withholding of a salary increment, the Principal shall state his reasons therefore in the Evaluation Report.

d. Superintendent

The Superintendent shall consult from time to time with the Principal and other administrative or supervisory staff members concerning the progress and services of the members of the teaching staff.

The Superintendent shall review all Evaluation Reports, when returned by the teacher, and discuss with the Principal or other administrative or supervisory personnel any question that he or they may have concerning the quality of the teacher's services.

Prior to April 15th, the Superintendent shall submit the teacher's personal file to the Board of Education with his recommendation. If he recommends the withholding of an increment or the non-renewal of a contract, he shall submit his reasons for such a recommendation together with the Principal's recommendation.

e. The grievance procedure will be followed in accordance with the contract.

FAIR DISMISSAL PROCEDURE FOR NON-TENURE TEACHERS:

1. Notification of Status-On or before April 30th of each year, the Board, at the recommendation of the Superintendent, shall give to each non-tenure teacher employed in the current school year:
 - (a) A written offer of a contract for employment for the next succeeding school year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or,
 - (b) A written notice that such employment shall not be offered.
2. Notification of Non-Receipt of Contract - It is incumbent on any teacher who does not receive either notification of non-employment or a contract for employment for the next succeeding year to notify the Superintendent, in writing, within ten (10) working days of April 30th.
3. Request for Reasons for Non-Employment - Any non-tenure teacher who receives a notice of non-employment may within five (5) working days thereafter request a statement of reasons for such non-employment from the Superintendent who shall,

within five (5) working days after receipt of such request, provide the statement requested.

4. Request for Hearing. Any non-tenure teacher who has received such notice of non-employment and to whom the Superintendent has made the requested statement shall be entitled to a hearing before the Board, provided a written request for a hearing is filed with the Secretary of the Board within five (5) working days after the Superintendent's statement has been made to the teacher.
5. Board Determination - The Board shall hold a hearing and make a determination as to the Employment or non-employment of said non-tenure teacher for the next succeeding school year at the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher on or before June 1.
6. Failure to Comply - Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the teacher to the Superintendent, a statement of reasons and a hearing and in the event of such hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.
7. Notification of Intent to Return - If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before May 15th, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.
8. Termination of Employment - Any non-tenure teacher who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons and a hearing as provided for in paragraphs 3, 4 and 5 above except that a determination of the Board shall be made and served 30 days before the expiration of the notice period provided for in said contract. Should the Board fail to comply therewith, then said notice of termination shall be invalid and of no force and effect and the employment of the teacher shall continue as if such notice had not been given.

ARTICLE V - NON - RENEWAL OF CONTRACT

Non - renewal of Contract:

The non-tenure teaching staff shall be given notice of continuation and termination of employment in accordance with Article V, Title 18A:27-10, 27-11, 27-12:

18A:27-10. Non-tenure teaching staff members; offer of employment for next succeeding year or notice of termination before April 30.

On or before April 30 in each year, every board of education in this State shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30 either

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
- b. A written notice that such employment will not be offered.

18A:27-11. Failure to give timely notice of termination as offer of employment for next succeeding year.

Should any board of education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

18A:27-12. Notice of acceptance; deadline.

If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1 in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this article shall no longer be applicable.

ARTICLE VI - REMOVAL OF TENURE TEACHER

Removal of tenure teachers shall be in accordance with Title 18A:28-5, 25 thru 29.

ARTICLE VII - PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just causes related to the performance of duties in accordance with Title 18A:29-14.

ARTICLE VIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1974, subject, however, to all provisions and requirements of Chapter 303 of the Laws of 1968, Title 18A, New Jersey Statutes annotated, and the Rules and Regulation of the New Jersey State Department of Education.

ARTICLE IX - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1, of the school year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE X - TEACHER RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 303, Laws of 1968. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an ad-

verse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Evaluation of Students

The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Sussex County Vocational-Technical School District based upon his professional judgment.

D. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in private.

E. Association Identification

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

ARTICLE XI - ASSOCIATION RIGHTS AND PRIVILEGES

A. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, teacher curriculum conferences or parental-teacher meetings, he shall suffer no loss in pay.

B. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Superintendent and/or Principal of the building shall be consulted in advance of the time and arrange the place of all such meetings to avoid conflicting of organizational meetings. Request shall be made in writing 21 hours in advance of said meeting. No approval shall be required.

The Association shall pay for the reasonable use of all materials and supplies incident to such use, and for any repairs necessitated as a result of negligence in connection with such use. Equipment shall be utilized within the building.

C. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, spirit dupli-

cating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, providing the equipment is to be operated by a qualified audio-visual equipment operator. All audio-visual equipment will be requested on standard audio-visual equipment forms at least 24 hours in advance.

D. Bulletin Boards

The Association shall have the use of a bulletin board in the faculty lounge. The Association shall also be privileged to use space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in the faculty lounge shall be jointly designated by the Association and the Administration. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

E. Mail Facilities and Mail Boxes

The Association shall have the privilege to use the school mail boxes.

F. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, pursuant to Chapter 303 of the Laws of 1968 and the rules and regulations of PERC.

ARTICLE XII - TEACHER WORK YEAR

A. In School Work Year

1. Ten (10) month personnel

For the 1973-4 school year, the in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall be as set forth in Schedule B.

2. Inclement weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE XIII - TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-in procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty and when leaving by placing a check mark in the appropriate column of the faculty sign-in roster.

2. Length of the Day

The arrival and departure times for all teachers shall be designated in section 3 below. However, their total in-school workday shall consist of not more than seven (7) hours and twenty-five (25) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this article.

3. Arrival and dismissal time

Except as clarified in paragraph 4 below, no teacher shall be required to report for duty earlier than twenty-five (25) minutes before the opening of the pupil's school day, and shall be permitted to leave twenty-five (25) minutes after the close of the pupil's school day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day unless an emergency faculty meeting is required.

B. Teaching Load

1. Instructional Plan

Teachers shall provide daily lesson plans and plans for substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the Principal.

2. Number of Preparations

It is desirable that teachers not be required to teach more than two (2) subject areas (as identified by course title) except in the major occupational areas and except when agreed upon by the teacher and the Principal.

SCHEDULE B

SUSSEX COUNTY VOCATIONAL-TECHNICAL SCHOOL

SCHOOL CALENDAR 1973-4

September	3	Labor Day	
	4	Teacher Orientation	
	5	School Opens	18 days
October	8	Columbus Day	
	22	Veterans' Day	21 days
November	15-16	Teachers' Convention	
	22-23	Thanksgiving Recess	18 days
December	24-31	Christmas Recess	15 days
January	1	New Year's Day	22 days
February	18-22	Winter Recess	15 days
March		-----	21 days
April	8-12	Spring Recess	17 days
May	27	Memorial Day	22 days
June	21	Last Day of School	15 days
June	24,25,26	School Closing and Sign out procedures	<u>2 days</u>
			<u>186 days</u>

Teachers who have completed all obligations are free to leave upon completion of the Sign Out Procedure.

3. Substituting

It is desirable that classroom teachers as substitutes be utilized only in emergency situations.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have daily duty-free lunch period of at least thirty (30) minutes.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the students dismissal time and shall run for no more than sixty (60) minutes, except in cases of an emergency.

2. Prior to holidays and weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on a Friday or the day before a holiday.

3. Evening meetings

Teachers may be required to attend evening assignments or meetings for purposes of graduation, open house and advisory council meetings.

E. Preparation Time

1. Grade Level

It is desirable that teachers, in addition to their lunch period, shall have a daily prep period during which they shall not be assigned to any other duties, except in emergency situations.

F. Extracurricular activities, continued

1. Extracurricular Activities

Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary. Compensation, if any, shall be according to the extracurricular guide.

ARTICLE XIV - TEACHER EMPLOYMENT

A. Certification

The Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey Board of Examiners for every teaching assignment whenever possible.

B. Placement on Salary Schedule

1. Credit for experience

Credit up to the twelfth (12th) step of any salary level on the Teacher Salary Schedule can be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit shall not exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

C. Returning to the District

A teacher with previous teaching experience in the Sussex County School District who has not been engaged in teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

D. Previous Sick Leave Accumulation

Previously accumulated unused sick leave days for teachers who enter military service shall be restored to them upon returning to their teaching position.

ARTICLE XV - SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit, as per Title 18A: 30-1; 18A: 30-2.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days on or before December 30 of each year.

ARTICLE XVI - TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the 1973-74 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

1. Personal

Three (3) days leave of absence for personal, legal or business matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Such leave is not accumulative.

2. Religious

Up to three (3) days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days. Such leave is not accumulative. Application for such leave shall be made at least five (5) days before taking such leave.

3. School Visitation

One day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided that authorization is obtained from the Principal. A written report of the days activities shall be forwarded to the Superintendent through the Principal within three days following the conference, meeting or school visitation.

4. Legal

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

5. Personal Illness

In all absences under this section exceeding five (5) consecutive school days, the teacher must file a physician's certificate with the Superintendent of the School in order to obtain sick leave. (18A: 30-4).

6. Accumulative Sick Leave

Consistent with Title 18A: 30-3.2 a transferring teacher may transfer two thirds of the number of accumulated sick leave to which he was entitled in his last employing school district in New Jersey. Such transfer credits shall be made upon receipt of verification from the prior school district.

7. Illness in Family

Where personal presence is advisable because of the critical illness of a (a) a parent, brother, sister, husband, wife, child or (b) any other relative living in the teacher's immediate family household, absence will be allowed.

For a period of five (5) days per year with pay.

(This section is introduced primarily to provide for personal presence in an emergency, but not for extended personal care. Critical illness is defined as illness diagnosed and certified as such by a medical authority.)

8. Death

Absences due to a death in the teacher's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay for the required period not to exceed four (4) school days in each such case.

Absences due to the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law or son-in-law or daughter-in-law of the teacher, will be allowed with pay on the day of the funeral.

9. Temporary Military

Time necessary for employees called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay in addition to any pay which he received from the state or federal government.

ARTICLE XVII - EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to one (1) year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps., or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fullbright Scholarship providing advance notice of one (1) year is provided the Board of Education.

B. Maternity

1. Natural Birth

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

- (a) Maternity leave shall commence on the date requested by the teacher providing the Superintendent is notified 90 days in advance of date requested.
- (b) Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- (c) No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return providing the Superintendent is notified 60 days in advance of time of desired date of return.
- (d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
- (e) The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

ARTICLE XVIII - SABBATICAL LEAVES

A. Purpose

On the recommendation of the Superintendent a sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons judged to be of value to the school system by the Board.

B. Conditions

Sabbatical leave if granted shall be subject to the following conditions:

1. Percentage of teachers

Sabbatical leaves shall be granted to a maximum of two (2) teachers at any one time, at the sole discretion of the Board.

2. Requests

Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1. Such requests shall state the purpose for which the leave is requested.

3. Minimum time to qualify

The teacher has completed at least seven (7) full school years of service in the Sussex County Vocational-Technical School District.

4. Pay

Individuals approved for sabbatical leave shall be paid in accordance with the following provisions:

- a. Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their yearly salary for the year that they are on sabbatical leave.
- b. Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half year that they are on sabbatical leave.
- c. A teacher who is approved for a sabbatical leave shall return to Vo-Tech for a period of two (2) years after completion of a sabbatical leave, or return his compensation to the Board of Education.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. A detailed written report shall be submitted to the Superintendent through the Principal, upon return from such leave.

ARTICLE XIX - PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being.

B. Reasonable Force

A teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary, as specified in 18A: 6-1.

C. Action Before Board or Commissioner

Whenever any action is brought against a tenure teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher in accordance with Title 18A: 6-10, 6-11, 6-14, 6-15,6-16, 6-17.

D. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. Leave

When absence arises as a result of such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such required absence, but shall not forfeit any sick leave or personal leave as per Title 18A: 30-2.1.

3. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

E. Reporting Assaults

1. Principal or Immediate Superior

Teachers shall immediately report in writing cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XX - DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers who authorize such deductions in writing at the beginning of each school year dues for the Sussex County Vocational-Technical Teac-

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Sussex County Vocational-Technical
Teachers Education Association

By *John P. [Signature]*
President

By *M. Jay Bevelkimer*
Secretary

Board of Education of The Vocational School in the County of
Sussex

By *Donald [Signature]*
President

By *Harold W. Hughes*
Secretary

