

AGREEMENT BETWEEN THE

SUSSEX-WANTAGE EDUCATION ASSOCIATION

AND THE

SUSSEX-WANTAGE REGIONAL

BOARD OF EDUCATION

(Employer)

1985-87

X July 1, 1985 - June 30, 1987

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Sussex-Wantage Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, or employed by the Sussex-Wantage Regional Board of Education for the regular school year. After majority vote including: classroom teachers, special teachers, librarians, nurses, but excluding principals.
- B. 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

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment by approximately October 1.
- B. During negotiation, the Board and Association shall present relevant data, exchange points of view and make proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Sussex-Wantage Regional School District, that are a matter of public record. Other information may be given with the approval of the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations and reach tentative agreement subject to ratification by the Association and the Board.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet whenever necessary for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled. Whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 3. When a mutually acceptable amendment to this Agreement is negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and Teachers' Association.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.
- G. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- H. 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 III

GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or teachers, as it relates to the interpretation, meaning or application of any of the provisions of this agreement, board policy or administrative decision.
2. Alleged contract violations will follow the grievance procedure through level 4. Alleged violations of Board Policy and administrative decisions which do not violate the contract will be processed through level three.
3. An "aggrieved person" is the person or persons making the claim.

4. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
5. Days shall mean school days
6. In writing shall mean on a mutually agreed grievance form.

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as they may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association may be given the opportunity to be present at such adjustment.

C. STRUCTURE:

1. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One: For Teacher Grievant.
A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

The grievance shall be initiated within fifteen (15) school days of either the occurrence of the incident or when the employee is aware that an incident is grievable. If the aggrieved person is not satisfied with the disposition of his grievance at the informal hearing he shall submit the grievance in writing within five (5) days to his immediate superior. The immediate superior shall meet with the aggrieved person within ten (10) days to discuss the grievance. The immediate superior shall have five (5) days in which to respond in writing.

4. Level Two

If the aggrieved person is not satisfied with the written response at level one, he shall have five (5) days to file the grievance in writing with the Superintendent of Schools. The Superintendent shall meet with the aggrieved person and/or his representative to discuss the grievance within ten (10) days. The Superintendent shall respond in writing within five (5) days after the meeting.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at level two he shall forward the grievance in writing to the Board of Education through the Superintendent within five (5) days. The Board shall then arrange a meeting with the aggrieved person and/or his representative before the next regular Board meeting. The Board shall respond in writing no later than the second meeting after receiving the grievance. Under special circumstances the grievance can be expedited.

6. Level Four

- A. If the aggrieved person and/or his representative is not satisfied with the disposition of his grievance at the Board level he shall file with the Board, within ten (10) days an intent to arbitrate. Both parties shall meet within ten (10) days to pick a mutually acceptable arbitrator. If unable to select an arbitrator the Association may file a demand for arbitration with the American Arbitration Association within five (5) days.
- B. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and submitted to the Board, the grievant, and the Association and shall be final and binding on the parties.

- C. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association, or by the Grievant if the grievance is filed in his or her own behalf. Any other expenses shall be paid by the party incurring same.
- D. Rights of Teachers to Representation
 - 1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.
 - 2. No reprisals of any kind shall be taken by the Board, any member of the administration, the Association or any teacher, against any party in interest, any building representative, any member of the Association, Board of Education member or any other participant in the grievance procedure by reason of such participation.
- E. Miscellaneous
 - 1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file held by the Superintendent and accessible to the grievant and his designated representative and shall not be kept in the personnel file of any of the participants.
 - 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this article.
 - 3. All teachers, including the grievant, must continue under direction of Superintendent and Administrators, regardless of pendency of grievance until each grievance is properly determined.
 - 4. The above grievance procedure excludes non-tenure teacher from grieving their dismissal.

ARTICLE IV

Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under other New Jersey Laws.

- B. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which would adversely affect the continuance of that teacher in his office, position of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice or the reasons for such meeting or interview shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. No teacher shall be disciplined, reprimanded, given an adverse evaluation of his professional service reduced in rank or compensation or deprived of any professional advantage without cause.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish pertinent information to the Association, that is a matter of public record. The Board shall provide a copy of the approved minutes to the Association president and to each building vice president within two days of the board meeting at which said minutes were approved.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay.
- C. Representatives of the Association, the New Jersey Ed. Assn. and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.
- E. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the privilege of purchasing expendable office supplies and other materials from the Board at the price paid by the Board.

- G. The Association shall have, in each school buildings, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices.
- H. The Association shall have the privilege of using the inter-school mail facilities and school mail boxes as it deems necessary.

ARTICLE VI

SCHOOL CALENDAR

- A. The Board shall consult with the president of the Association prior to final approval of the school calendar.
- B. The current calendar of 181 reporting days for teachers will remain in effect. Nothing here within shall be construed as to restrict a teacher from coming in on his/her own time.

ARTICLE VII

TEACHING HOURS AND TEACHING LOADS

- A. 1. The arrival and departure times for all teachers shall be designated by the Administration. Their total in-school workday shall consist of (7) hours and 20 (twenty) minutes.
 - 2. Each teacher shall be permitted to leave when responsibilities are finished.
- B. 1. Teachers shall have a duty-free lunch period of no less than thirty (30) minutes.
 - 2. Teachers may leave the building during their duty-free lunch period or other free period given in place of a lunch period, but not during planning period, by informing the school principal where they could be located in the event of some emergency.
- C. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty meetings.
 - 2. In-service training and workshops for the education advancement of teachers should be held within a defined school day with a 1:00 P.M. student dismissal. Workshop to end no later than 4:00 P.M.
 - 3. An Association representative may speak to the teachers at any meeting referred to in Paragraph I for up to fifteen (15) minutes, at the request of the representative, at the end of the meeting.

4. The notice of an agenda for any meetings shall be given to the teachers involved at least seven (7) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. Full time teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows: at least one half ($\frac{1}{2}$) hour.
 - E. Teachers should not lose planning periods except in case of emergencies. Compensation for lost preparation time shall be at the rate of \$15 per period.
 - F. Teachers should be encouraged to accept the professional responsibility of supervising a student teacher when requested; however, acceptance of the assignment should not be mandatory.

ARTICLE VIII

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform the following duties: Keep attendance registers, perform janitorial duties, or non professional assignments not related to their teaching assignments, teachers should not act as agents for profit-making organizations.
- B. All instructional employees are to accept teaching assignments as given by the Superintendent, and perform such additional duties as assigned by the building principal. These duties are to be distributed as equally as possible among the teaching staff.
- C. The school nurse shall transport students as is necessary in the performance of her duties. She shall be compensated at a rate of 20¢ per mile and shall be covered by appropriate insurance provided by the Board.
- D. Teachers shall not be required to transport students. A teacher may do so voluntarily, however, with the advance approval of the principal or immediate supervisor. He shall be compensated at the rate of 20¢ per mile for the use of his own automobile and shall be covered by appropriate insurance provided by the Board.

ARTICLE IX

TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his proper step of the salary schedule up to the nearest half year of service as of the beginning of each school year in accordance with paragraphs 2 and 3 below.
 2. Credit on the salary guide shall be given for previous outside teaching experience in a duly accredited school at a minimum of one (1) year credit for two (2) years experience, round up to the next whole year, and additional credit not to exceed two (2) years teaching experience in the Peace Corp. Vista or National Teachers Corp. Work.
 3. Four or more months in district service shall receive one full year credit on the guide.
- B. A notice of educational staff vacancies shall be posted in each school as far in advance as possible. Staff vacancies that occur at times that school is not in session shall be advertised in the New Jersey Herald for at least three consecutive days.

A copy of said notice shall be given to the Association President at the time of posting. Teachers who desire to apply for such staff vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice. and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

ARTICLE X

SALARIES

- A. The salaries of all teachers covered by the Agreement are set forth in a schedule A which is attached hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments or individually applying to the Board of Education, according to law, for summer payments.

Summer payment shall be made in one payment at the end of June.

Unit members who elect to have payroll deductions for summer savings shall have said deductions placed in individual savings accounts and interest accrued to the named individual.

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

3. Tri County deductions designated by individual unit members shall be by automatic payroll deductions and forwarded in appropriate procedure to the Tri-County Federal Credit Union in Morristown, New Jersey.
- C.
1. A record of credit evaluation, shall be kept by the Sussex-Wantage Superintendent's office for the Board of Education for the purpose of the salary schedule.
 2. Evaluation of credits is based upon study of official transcripts and maintenance of appropriate New Jersey profession license.
 3. When a teacher has once furnished proof of credits and/or degree(s) this shall remain in effect until such time as proof of further credits and/or degree(s) shall advance his place on the salary schedule. (Credits required for basic certification cannot be used to advance on salary schedule.)
 4. Each teacher shall be reimbursed one hundred percent of tuition cost at the current rate of state college costs per credit, with a limit of nine (9) credit hours per contract year.
 5. Salary increases shall be effective September 1 and February 1 upon approval of credits by the Superintendent. If credits are earned prior to those dates, but credit approval is delayed they will be made retroactive to those dates.
 6. Teacher education courses taken within the Sussex-Wantage school district and sponsored by the Board of Education shall carry In-service credits applicable to the salary guide.
 7. Payment for extra curricular duties shall be by separate check.
- D.
1. Employee Hospitalization, Major Medical and extended coverage through Blue Cross or other N.J. approved insurance company provided benefits are at least equal to those of the N.J. Public School Employees State Health Benefit Plan. The Board will pay full family coverage for each eligible employee desiring the above.
 2. The Board shall pay for a family dental plan not to exceed an average of \$225 per teacher during the current contract year.

E. (On Page 11)

F. A teacher who retires in order to receive immediate benefits in accordance with T.P.A.F. regulations and has twenty (20) or more years service in the district shall be eligible for payment for unused sick leave. Payment, at the per diem rate of the retiring teacher, shall be based on one day credit for every three unused sick days. The maximum amount of this benefit for individual teachers shall be \$2500.

- E. The Superintendent shall permit representatives of the New Jersey Education Association Washington National Income Protection Plan to meet with teachers after school hours for the purpose of enrolling new members to adjust their coverages at faculty meetings in a district or building or building level at the request of the Association. Requests for such meetings shall be made no more than once a year. It is agreed that the Washington National Representatives shall be permitted a minimum of twenty (20) minutes and a maximum of 30 minutes for this meeting.

ARTICLE XI

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments for the forth coming year, not later than April 30th. In the event that changes in class, building room or subject assignments are required after this date, the teacher shall be notified by the Superintendent as soon as possible.
2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the teacher was employed.
3. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as possible. Their travel shall be reimbursed at the rate of 20¢ per mile.

ARTICLE XII

HOME TEACHING AND FEDERAL PROGRAMS

1. All openings for positions in the home teaching, federal projects, and other programs (including non-teaching positions for which such teachers may be qualified and eligible) shall be adequately publicized by the Superintendent.
2. In filling such position, consideration shall be given to the educational, social and psychological needs of the student, as well as, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Sussex-Wantage Regional School District. Teachers employed in the Sussex-Wantage Regional School District shall have priority to such assignments before appointment to applicants from outside the district.

3. Each teacher shall be reimbursed, for home tutoring, at the state rate approved for the previous year.

ARTICLE XIII

TEACHER EVALUATION

- A. 1. All monitoring or observations 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.
2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any official class-visit or evaluation report prepared by his evaluators within three (3) days after evaluation. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without the teacher having a copy of the observation. Observations of a teacher, relative to discipline, may be made without an official classroom visit.
- B. 1. 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. The teacher shall acknowledge that he had had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof and refusal to sign does not keep it out of their file. 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 copy.
2. Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teachers inspection.
- C.1. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

- D. 1. Prior to annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication including but not limited to all steps in section 2 below, with said teacher regarding his performance as a teacher.
2. Supervisory reports shall be presented periodically in accordance with the following procedures:
 - A. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observation, and of discussions with any or all supervisory personnel who come into contact with any or all supervisory capacity.
 - B. Such reports shall be addressed to the teacher.
 - C. Such reports shall be written in narrative form and shall include when pertinent:
 1. Strengths of the teacher as evidenced during the period since the previous report.
 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - D. Such supervisory reports are to be provided for non-tenure teachers at least 3 times each year and these reports are to be discussed in a conference with the teacher.
 - E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.

ARTICLE XIV

TEACHER FACILITIES

- A. The Board, in so far as possible, will make available for teachers for school purposes:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school custodial staff.
 4. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms shall be provided.
 5. An adequate communication system in each school.
 6. Clocks, bells, and proper lighting in each classroom and the teachers' lounges.
 7. Appropriate room and facilities for teachers who work in both buildings shall be assigned to them in each school to permit effective discharge of their responsibilities to pupils. They shall also be assigned a desk or equivalent facility and a place to store materials and supplies for their personal use.
 8. The Association has the right to put in vending machines in teacher's room at the Association expense. Profits will go to the Association. Association shall have sole responsibility for the machines.
 9. A pay telephone shall be made available in each school in a place agreeable to the Association.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of each school year teachers may be entitled to the following temporary non-cumulative leaves of absence with full pay.
1. Up to two (2) days for the purpose of visiting other schools, attending meetings or conferences of an educational nature, with no reimbursement for overnight accommodations, upon superintendent's recommendation and the approval of the board of education. Request for leave to be made no less than five (5) days prior to the regular monthly board meeting. When the board of education cannot act in a timely fashion upon request for professional days, the superintendent, with approval of the personnel and policy committee, shall act upon said request.
 2. Up to two (2) days for two (2) representatives of this Association to attend conferences and conventions of state and national affiliated organizations, upon superintendent's recommendation and the approval of the board of education. Request for leave to be made no less than five (5) days prior to the regular monthly board meeting.
 3. Other leaves of absence with pay may be granted for good reason upon application to superintendent and approval of the board of education. Request for leaves to be made no less than five (5) days prior to the regular monthly board meeting.
- B. As of the beginning of each school year teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay.
1. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.
 2. Time necessary for jury duty.
 3. Up to five (5) days in each case in the event of death of spouse or child, three (3) days for parent grandparent, brothers or sisters.
 4. Up to three (3) days for serious illness or accident in a teacher's immediate family.
 5. Teachers shall be granted one day per year in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined in item 3.

6. In the event of the death of a teacher or student in the Sussex-Wantage School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
 7. Time necessary for persons 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. A teacher shall be paid his regular pay in addition to any pay which he received from state or federal government.
- C. Leaves taken pursuant to sections A and B above shall be in addition to any sick leave to which the teacher is entitled. Each teacher has eleven (11) sick days per year cumulative.
- D. The Board of Education may grant up to five (5) days leave of absence with pay needed at the end of the school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held, upon the recommendation of the superintendent. Salary for substitute teacher's pay for this period shall be deducted from the teacher's salary.
- E. Two days for personal reasons -non-cumulative - shall be given to each teacher. Five days written notice shall be given except in the case of emergencies. One of the two personal days cannot be used before or after a scheduled recess or during the last two weeks of the school year.
1. One hundred dollars shall be given each teacher who, at the close of the school year, has not used any of the two personal days.
 2. Forty dollars shall be given each teacher who, at the close of the school year, has used only one personal day.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. Two teachers designated by the Association shall upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association or its affiliates upon application to the Superintendent and the approval of the Board of Education.
- B. Military Leave, without pay, shall be granted to any tenure teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of same induction or initial enlistment.

C. The Board shall provide for leaves of absence, in accordance with law and the policies of this board, for any employee of this district whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery.

1. Effect of Anticipated Disability upon Employment.

- A. Notice. An employee shall notify his or her supervisor of the anticipated disability as soon as he or she is under medical supervision for the condition and a date is projected for the anticipated disability.
- B. Certification of Fitness. The employee shall present to his or her supervisor a written statement by his or her physician of the employee's physical capacity to perform duties assigned at the time of notification.

The district need not assume that an employee's statement or his or her physician's statement establishes fitness conclusively, but may require a review and examination by the school physician or a physician selected by the district and paid for by the Board.

In the event the physician of an employee shall be of a contrary opinion to that of the physician selected by the district, then the school physician and the employee's physician shall agree upon an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties, and the Board shall incur the expense.

If, as a result of such examination, the employee is found to be fit to perform assigned duties, he or she may do so or request a leave of absence in accordance with Part C.3 below.

If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on mandatory sick leave with such compensation to which he or she is entitled under the sick leave policies of this Board until proof of recovery satisfactory to the Board is furnished.

Refusal to submit certification of fitness as required by this policy shall be considered by the Board as grounds for dismissal.

2. Employee Request for Additional Leave for Reasons of Disability.

Any employee may request disability leave of absence to commence before the Board requires that he or she leave or to extend to the end of the next succeeding academic year beyond the period of absence required by the Board following disability. Such request shall be accompanied by a written statement of the employee's physician certifying that he or she is unable to perform the duties of his or her position.

Such disability leave shall be subject to the policies of this Board for sick leave.

3. Employee Request for additional Leave for Reasons Not Related to Disability.

An employee may request leave of absence to commence before the Board requires that he or she leave or to extend beyond the period of absence required by the Board following disability. Such request shall be subject to the Board's policy on leave of absence, and the leave, when granted, shall be without pay.

- D. Any teacher adopting an infant child may receive similar leave which shall commence upon his or her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirement for adoption.
- E. A leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.
- F. Other leaves of absence without pay may be granted for a good reason.
- G. All benefits to which a tenure teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility. Shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced. If available or, if not, to a substantially equivalent position.
- H. All requests for leaves, leave extensions or renewals must be applied for in writing to the superintendent. Leaves recommended by the superintendent must be approved by the Board and written notice of approval given to the teacher.
- I. All extended leave of absence are limited to tenure teachers.
- J. In case of continued illness the Board of education will grant leave of absence of one year from the termination of regular sick leave as stipulated in Article 15.

ARTICLE XVII

SABBATICAL LEAVE

- A. A sabbatical leave may be granted to a teacher by the Board of Education for study, including study in another area of specialization, subject to the following conditions and as long as it applies to classroom teaching.
1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of 5% of the teachers at any one time.
 2. Requests for sabbatical leave must be received by March 1 preceding leave for the next school year. Action to be taken by April 1 of the same year. For budget purposes a letter of intent should be received by the Superintendent by November 1 preceding the leave year.
 3. The teacher has completed at least seven full school years of service in the Sussex-Wantage School District.
 4. A teacher on a sabbatical leave, for one year, shall be paid by the Board at fifty percent of the salary rate which he would have received if he had remained on active duty. A teacher may receive a sabbatical leave for a half year at full pay.
 5. Sabbatical leaves other than for study may be granted as follows:
 - A. If such absence will benefit the school district education program. (Examples: An internship program in an open school environment, a teacher exchange program study and or implementation of state or federal program or other curricular development.)
 - B. After consultation between the teacher and the Superintendent to determine a recommendation to the Board of Education.
 - C. At no time during a sabbatical is a teacher to receive a total stipend in the form of salary and/or grants-in-aid beyond his entitlement on the salary guide.
 - D. Sabbatical leave granted for reasons other than study shall be taken outside the school district.
 6. 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 absence.

7. For a teacher taking a sabbatical leave, the teacher must sign a legal document agreeing to return to a teaching position in the district for at least 2 years following sabbatical. If deciding not to return, all salary paid while on sabbatical leave must be paid to the school district. If the teacher does not complete the two years, a pro-rata share of the salary paid while on sabbatical leave must be paid to the school district.

ARTICLE XVIII

THE BOARD AGREES

- A. 1. Upon application to the Superintendent and the approval of the Board of Education, to pay full tuition and other reasonable expenses incurred for any courses, workshops, seminars, conferences, in-service training, and other such sessions which a teacher is required or requested by the Administration to take except teachers taking courses for certification.
2. No teacher is required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- B. The Superintendent and Administration are to cooperate with the Association in arranging in-service courses, workshops conferences and programs designed to improve the quality of instruction with approval of the Board of Education.
- C. A school nurse shall be scheduled to be in each building for the entire school day.
- D. That copies of this agreement shall be printed at Board expense, after agreement of the Association on format, within thirty (30) days after this agreement is signed. The agreement shall be presented to all teachers currently and hereafter employed.

ARTICLE XIX

PERSONAL AND ACADEMIC FREEDOM

- A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher of the lack thereof shall be grounds for any discipline. or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

ARTICLE XX

DEDUCTION FROM SALARY

- A.
 1. The Board agrees to deduct from the salaries of its teachers, dues for the Sussex-Wantage Education Association, the Sussex County Education Association, the New Jersey Education Association or the National Education Association. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967 (NJSA 52:14-159C) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Sussex-Wantage Education Association by the 15th of each month following the monthly pay period in which deductions were made. Teacher authorization shall be in writing to the Secretary of the Board of Education.
 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues.
 3. Authorization for dues deduction may be received under rules established by the State Department of Education.
 4. The filing of notice of a teacher's withdrawal of dues deduction shall be according to rules established by the State Department of education.
- B.
 1. If a bargaining unit member does not become a member of the Association effective October 1, of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association, exclusive of the fees related to partisan political activities or causes or ideological positions only incidently related to terms and conditions of employment and all benefits available only to members of the majority representative.
 2. Prior to October 1, of each year the Association will certify to the Board in writing the amount of the regular membership dues charged by the Association. The representation fee paid by non members will not exceed 85% of membership dues, initiation fees and assessments.

3. Prior to October 1, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.
4. If an employee terminates his employment or is terminated by the Board, it is agreed that his representation fee is considered paid in full, as it is with payment of dues, via payroll deductions, for Association members. As near as possible the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
5. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous 30 days. The list will include names, date of employment, and assignment.

The Board agrees to advise each new applicant of his right to join the Association or to have a representation fee deducted from his check according to paragraph B.1 of this article.

6. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6. A sufficient number of copies of the Association's demand and return system shall be provided to the Board which will enable the Board to comply with paragraph B.3 of this article.
7. The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1985, and shall continue in effect until June 30, 1987, subject to the Association and Board right to negotiate over a successor agreement as provided in Article II, This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and attested by its secretary all in the day and year first above written.

Sussex-Wantage Education Association

Sussex-Wantage Regional
Board of Education

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

BY _____
Its Secretary

Sussex-Wantage Regional School Salary Guide 1985-86

Step	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30
1	18,500	19,000	19,400	19,800	20,300	20,800	21,300
2	18,550	19,050	19,450	19,850	20,350	20,850	21,350
3	18,650	19,150	19,550	19,950	20,450	20,950	21,450
4	18,750	19,250	19,650	20,025	20,550	21,050	21,550
5	19,250	19,750	20,150	20,550	21,050	21,550	22,050
6	19,350	19,850	20,250	20,650	21,150	21,650	22,150
7	19,450	19,950	20,350	20,750	21,250	21,750	22,250
8	20,350	20,850	21,250	21,650	22,150	22,650	23,150
9	20,950	21,450	21,850	22,250	22,750	23,250	23,750
10	21,750	22,225	22,625	23,025	23,525	24,025	24,525
11	22,525	23,025	23,425	23,825	24,325	24,825	25,325
12	23,425	23,925	24,325	24,725	25,225	25,725	26,225
13	24,325	24,825	25,225	25,625	26,125	26,625	27,125
14	25,225	25,725	26,125	26,525	27,025	27,525	28,025
15	26,125	26,625	27,025	27,425	27,925	28,425	28,925
16	27,025	27,525	27,925	28,325	28,825	29,325	29,825
17	28,375	28,875	29,275	29,675	30,175	30,675	31,175
18	29,375	29,875	30,275	30,675	31,175	31,675	32,175

Sussex-Wantage Regional School Salary Guide 1986-87

Step	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30
1	20,785	21,235	21,635	22,035	22,535	23,035	23,535
2	20,835	21,335	21,735	22,135	22,635	23,135	23,635
3	20,885	21,385	21,785	22,185	22,685	23,185	23,685
4	20,985	21,485	21,885	22,285	22,785	23,285	23,785
5	21,085	21,585	21,985	22,385	22,885	23,385	23,885
6	21,585	22,085	22,485	22,885	23,385	23,885	24,385
7	21,685	22,185	22,585	22,985	23,485	23,985	24,485
8	21,785	22,285	22,685	23,085	23,585	24,085	24,585
9	22,685	23,185	23,585	23,985	24,485	24,985	25,485
10	23,285	23,785	24,185	24,585	25,085	25,585	26,085
11	24,085	24,560	24,960	25,360	25,860	26,360	26,860
12	24,860	25,360	25,760	26,160	26,660	27,160	27,660
13	25,760	26,260	26,660	27,060	27,560	28,060	28,560
14	26,660	27,160	27,560	27,960	28,460	28,960	29,460
15	27,560	28,060	28,460	28,860	29,360	29,860	30,360
16	28,460	28,960	29,360	29,760	30,260	30,760	31,260
17	29,360	29,860	30,260	30,660	31,160	31,660	32,160
18	30,710	31,210	31,610	32,010	32,510	33,010	33,510
19	31,710	32,210	32,610	33,010	33,510	34,010	34,510

Step 16 and 17 in 1984-85 will move to step 17 on the 1985-86 Guide
 Step 18 and above will move to step 18 for 1985-86

Longevity \$750 Additional Starting the Seventeenth Year
 \$200 Additional Starting Twentieth Year

Schedule B - Extra Curricular

	<u>1985-86</u>	<u>1986-87</u>
<u>Interscholastic</u>		
Girls Basketball Coach.....	\$ 1025	\$ 1120
Boys Basketball Coach	1025	1120
Cheerleading	1025	1120
Girls Track Coach	1025	1120
Boys Track Coach	1025	1120
Cross Country	700	765
<u>Extra-Curricular</u>		
Bowling - Per Supervisor.....	400	440
Intramural Sports		
Fall - 2 or more sports...	700	765
Spring - 2 or more sports.	700	765
<u>Musical - Middle School</u>		
Director - Drama Coach.....	725	795
Musical Director.....	430	470
Choreography Director.....	430	470
Technical Director.....	430	470
<u>Clubs</u>		
Ski Club - Per Supervisor.....	400	440
Swim Club	400	440
Tennis Club	540	590
Yearbook	540	590
Student Council	540	590
Art Club	540	590
Other Board Approved Clubs	400	440
Non-School Day Activity and Overnight Trips Approved by the Board of Edu- cation.	 60	 66