

Contract no. 1381

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AGREEMENT BETWEEN THE
SUSSEX WANTAGE EDUCATION ASSOCIATION
AND THE
SUSSEX WANTAGE REGIONAL
BOARD OF EDUCATION

July 1, 1991 - June 30, 1994

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Sussex Wantage Education 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 on a per diem basis employed by the Board including: classroom teachers, special teachers, librarians, nurses, child study team members, guidance counselors, all district secretaries, administrative secretaries and bookkeeper, but excluding principals, secretary to the Superintendent, and all other employees.
- 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. The term "secretary" when used hereinafter in this agreement shall refer to all district secretaries, administrative secretaries, and bookkeepers. The term "employee" when used hereinafter in this agreement shall refer to all unit members as defined in Article I.A.

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 employee(s)' 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. 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.

- E. 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.
- F. 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.
- G. 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. Grievances shall be filed on the form contained in Appendix A. (This is the same form we are currently using for the grievance procedure. A copy of it will now be contained in the Agreement.)
- 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 employee(s). 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 employee 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 written 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

A person with a grievance shall first discuss it with his principal 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) days of either the occurrence of the incident or the impact on the employee. If the aggrieved person is not satisfied with the disposition of his/her grievance at the informal hearing he/she shall submit the grievance in writing within five (5) days to his/her principal. The principal shall meet with the aggrieved person within ten (10) days to discuss the grievance. The principal shall have five (5) days in which to respond in writing.

4. Level Two

If the aggrieved person/Association 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/Association is not satisfied with the disposition of the grievance at Level Two (2), it 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/Association is not satisfied with the disposition of the grievance at the Board level, it shall file with the Board, within ten (10) days notice of intent to arbitrate. The Association may file a demand for arbitration with the American Arbitration Association. The Board and the Association shall be bound by the rules of the AAA.

- 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. Secretaries shall be subject only to advisory arbitration.
- 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/her own behalf. Any other expenses shall be paid by the party incurring same.
- D. Rights of Employee(s) 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 an employee 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 employee 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 employees 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 employee from grieving their dismissal.

ARTICLE IV EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under other New Jersey Laws.
- B. Whenever any employee 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 employee 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 and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. No employee 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. In the 1991-92 school year, there shall be 182 teacher reporting days and 180 student days. In the 1992-93 school year, there shall be 183 teacher reporting days and 180 student days.
- C. In addition to previous shortened days, beginning in the 1991-92 school year, the following shall also be 4-hours sessions:
 - (1) The day before Thanksgiving recess.
 - (2) Make-up days (maximum to 4). Any additional shortened make-up days shall be at the discretion of the Superintendent.
- D. The first teacher day shall be utilized as 1/2 of an in-service and 1/2 as individual preparation for each teacher.
- E. Secretaries:
 - a) The following shall be the work days and work hours for the following categories, exclusive of a 30 minute lunch break:
 - (1) Bookkeepers, 230 days. 7.5 hours.
 - (2) Administrative Secretaries, 220 days. 7.5 hours.
 - (3) Secretaries, 200 days. 6.5 hours.
 - (4) C.S.T. Secretaries, 217 days.- 7 hours.
 - b) SNOW DAYS. Leave with pay not exceeding four (4) days shall be allowed when schools are closed. Secretaries shall not be charged for personal day, sick days or any other short term leave on days when schools are closed for snow emergencies.

ARTICLE VII EMPLOYEE HOURS

- A. 1. The arrival and departure times for all employees shall be designated by the administration. The total in-school work day for teachers shall consist of (7) seven hours and (5) five minutes. Students shall enter classrooms (10) ten minutes after the teachers designated arrival time. Teachers shall be permitted to leave at the designated departure time or when their 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 1:00PM student dismissal. Workshop to end no later than 4:00PM.
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 (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.
- G. 1. The Sussex Wantage Education Association agrees to provide one "Back-to-School Night," in September, per school year.
2. The last school day in December shall have a 12:45PM dismissal.
- H. Secretaries: During the summer recess (July 1 to August 31), secretaries shall be paid for the total hours as defined in Article VI. A., but shall be permitted to arrive 30 minutes later or depart 30 minutes earlier and shall be entitled to a 1-hour lunch break.

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 mileage at the IRS rate 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 mileage at the IRS rate for the use of his own automobile and shall be covered by appropriate insurance provided by the Board.

ARTICLE IX 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.

C. Secretaries:

1. Any newly hired secretary serving 6 or more months in the district shall receive a full year's credit on the next year's salary guide.
2. Employees who have left the district (not of their own volition) shall be given full credit for past experience if they return to the district within 3 years.
3. No newly hired secretary shall be hired at a step higher than any existing secretary on guide with comparable experience. However, if all qualified present members of the bargaining unit reject an advertised position, then this article shall not apply.

ARTICLE X SALARIES

- A. The salaries of all employees covered by the Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B.
 1. Employees 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.
 2. All employees shall have the option of being paid in 24 equal installments.

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.

3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. The first payday in September will be the first Friday after reporting to work. All other pay periods thereafter will remain as previous contracts beginning September 30.
4. 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 an employee 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 twelve (12) credit hours per contract year. A cap will be set at \$11,236.00 for the first year of this agreement with a cost of living percentage increase added each 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.
 8. Any secretary taking a course approved by the C.S.A. shall receive 100% tuition reimbursement.
- D.
1. The Board shall pay for Employee Hospitalization, Major Medical and extended coverage through Blue Cross or other N.J. approved insurance company providing 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 full family coverage for a dental plan, including orthodontic benefits (50/50 co-payment) with a 70/30 co-payment for basic benefits.
 3. The Board shall pay for full family coverage for a \$3.00 co-payment prescription plan.
- E.
- The Superintendent shall permit representation 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 thirty (30) minutes for this meeting.

- F. A teacher who retires in order to receive immediate benefits in accordance with T.P.A.F. regulations and has fifteen (15) 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 \$3,750.00.

ARTICLE XI EMPLOYEE ASSIGNMENT

- A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments for the forthcoming 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 IRS rate.
- B. Secretaries: On or before April 30th of each year, the Board will give to each secretary either:
1. A written offer of a contract for employment for the succeeding year; or
 2. A written notice that such employment shall not be offered and a statement of reasons shall be given.

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. 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 certificated 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 his 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 teacher's 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 an/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 discussions with any or all supervisory personnel who come into contact with any or all supervisor 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 EMPLOYEE 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 employees as a faculty lounge. Although employees 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 employees 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 employees' lounges.
 - 7. Appropriate room and facilities for employees who work in more than one building shall be assigned to them in each school to permit effective discharge of their responsibility to pupils in more than one building.
 - 8. The Association has the right to put in vending machines in employee'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, employees 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 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.

Upon return from a professional day, teachers shall submit a short written report on a standardized form and may be required to make an oral presentation, at the principal's request, to share the benefits of the professional day with other teachers.

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, employees 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 employee'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, child or parent, three (3) days for grandparent, parent-in-laws, brothers, or sisters.
4. Up to three (3) days for serious illness or accident in an employee's immediate family.
5. Employees shall be granted one day per year in the event of death of an employee's friend or relative outside the employee's immediate family as defined in item 3.

6. In the event of the death of an employee or student in the Sussex Wantage School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees 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 employee is entitled. Each employee has eleven (11) sick days per year cumulative.
This shall also be applied to secretaries.

An additional sick day will be granted for all twelve (12) month "certified" employees. A twelve (12) month employee will be defined as those "certified" employees working 36 days over the regular teaching calendar.

- 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 employee's pay for this period shall be deducted from the employee'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 thirty two dollars shall be given each teacher who, at the close of the school year, has not used any of the two (2) personal days.
 2. Fifty-six dollars shall be given each teacher who, at the close of the school year, has used only one personal day.
 3. Secretaries: Unused personal days will be reimbursed on the first step of the existing guide on each employees' designated position.
- F. Teachers shall not be charged for the use of a day under any of the above sections when receiving recognition under the Governor's Recognition Program.

ARTICLE XVI EXTENDED LEAVES OF ABSENCE

- A. Two employees 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 employee 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 employee 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 of adoption.
- E. A leave of absence without pay to any employee 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 employee 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 employee.
- I. All extended leaves of absence are limited to tenured employees.
- 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 an employee is required or requested by the Administration to take except employees taking courses for certification.
2. No employee 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 employees currently and hereafter employed.

ARTICLE XIX PERSONAL AND ACADEMIC FREEDOM

- A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee 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 employees 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. Employee 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 an employee'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 July 1, 1991, and shall continue in effect until June 30, 1994, 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

Frank R. Stephens
Its President

BY

Gate Ripote
Its President

BY

Denise L. Smith
Its Secretary

BY

Nancy P. Zuercher
Its Secretary

Sussex-Wantage 1991-1992

Schedule A

Step	RA 91-92	RA+10 91-92	RA+20 91-92	RA+30 91-92	MA 91-92	MA + 15 91-92	MA+30 91-92
L	26,750	27,250	27,750	28,250	29,250	30,450	31,650
K	28,100	28,600	29,100	29,600	30,600	31,800	33,000
J	28,400	28,900	29,400	29,900	30,900	32,100	33,300
I	28,750	29,250	29,750	30,250	31,250	32,550	33,850
H	29,400	29,900	30,400	30,900	31,900	33,300	34,700
G	32,450	32,950	33,450	33,950	34,950	36,450	37,950
F	34,100	34,600	35,100	35,600	36,600	38,200	39,800
E	34,900	35,400	35,900	36,400	37,400	39,100	40,800
D	36,350	36,850	37,350	37,850	38,850	40,650	42,450
C	38,300	38,800	39,300	39,800	40,800	42,700	44,600
B	41,500	42,000	42,500	43,000	44,000	46,000	48,000
A	45,100	45,600	46,100	46,600	47,600	49,700	51,800

Beginning Longevity 17th Year of Service \$750

Beginning Longevity 20th Year of Service Additional \$750 - Total \$1,500

Step	RA 92-93	RA+10 92-93	RA+20 92-93	RA+30 92-93	MA 92-93	MA + 15 92-93	MA+30 92-93
L	28,800	29,300	29,800	30,300	31,300	32,500	33,700
K	29,300	29,800	30,300	30,800	31,800	33,000	34,200
J	29,600	30,100	30,600	31,100	32,100	33,500	34,700
I	30,150	30,650	31,150	31,650	32,650	33,950	35,250
H	30,650	31,150	31,650	32,150	33,150	34,550	35,950
G	32,450	32,950	33,450	33,950	34,950	36,450	37,950
F	34,500	35,000	35,500	36,000	37,000	38,400	40,200
E	36,350	36,850	37,350	37,850	38,850	40,550	42,250
D	37,250	37,750	38,250	38,750	39,750	41,550	43,250
C	39,300	39,800	40,300	40,800	41,800	43,700	45,600
B	42,300	42,800	43,300	43,800	44,800	46,800	48,800
A	47,000	47,500	48,000	48,500	49,500	51,600	53,700

Beginning Longevity 17th Year of Service \$750

Beginning Longevity 20th Year of Service \$1,450 + \$750 = \$2,200

Beginning Longevity 25th Year of Service \$150 additional = \$2,350

Sussex-Wantage 1993-1994

93-94

Step	RA 93-94	RA+10 93-94	RA+20 93-94	RA+30 93-94	MA 93-94	MA + 15 93-94	MA+30 93-94
L	30,800	31,400	31,900	32,400	33,400	34,600	35,800
K	31,200	31,800	32,400	32,900	33,900	35,100	36,300
J	31,600	32,200	32,800	33,400	34,400	35,600	36,800
I	32,000	32,600	33,200	33,800	34,800	36,000	37,200
H	32,400	33,000	33,600	34,200	35,200	36,400	37,600
G	32,900	33,500	34,100	34,700	35,700	36,900	38,100
F	34,800	35,400	36,000	36,600	37,600	38,800	40,400
E	36,950	37,550	38,150	38,750	39,750	41,150	42,850
D	39,100	39,700	40,300	40,900	41,900	43,400	45,200
C	40,900	41,500	42,100	42,700	43,700	45,300	47,200
B	43,700	44,300	44,900	45,500	46,500	48,200	50,200
A	47,800	48,400	49,000	49,600	50,600	52,600	54,600
AA	50,100	50,700	51,300	51,900	52,900	54,900	56,900

Beginning Longevity 17th Year of Service \$750

Beginning Longevity 20th Year of Service \$1,650 + \$750 = \$2,400

Beginning Longevity 25th Year of Service \$200 additional = \$2,600

Sussex-Wantage 1991-1992

Step	Secretary	Administrative Secretary	Bookkeepers
1	7.35	7.75	9.35
2	8.05	8.45	10.35
3	8.80	9.20	11.30
4	9.55	9.95	12.35
5	10.30	10.70	13.35
6	11.20	11.60	14.35
7	12.10	12.50	15.35
8	13.00	13.40	16.35
9	14.20	14.60	17.60
10	15.44	15.83	19.00

Sussex-Wantage 1992-1993

Step	Secretary	Administrative Secretary	Bookkeepers
1	7.50	7.80	9.70
2	8.20	8.50	10.50
3	8.90	9.20	11.30
4	9.70	10.10	12.35
5	10.50	10.90	13.35
6	11.30	11.70	14.35
7	12.30	12.70	15.35
8	13.30	13.70	16.35
9	14.20	14.65	17.60
10	15.44	15.83	19.00

Sussex-Wantage 1993-1994

Step	Secretary	Administrative Secretary	Bookkeepers
1	7.60	8.00	9.80
2	8.30	8.60	10.60
3	9.00	9.30	11.40
4	9.80	10.20	12.40
5	10.70	11.10	13.40
6	11.60	12.00	14.40
7	12.50	12.90	15.40
8	13.60	14.00	16.40
9	14.45	14.90	17.60
10	15.44	15.83	19.00

Clarification of language for Associate Members guide

1991-92

Only individuals on step 10 in 1990-91 and who received longevity for beginning 20 years of service, receive an additional \$.95 per hour (over guide step 10)

1992-93

Only individuals on step 10 in 1990-91 year and who received longevity for beginning 20 years of service, receive an additional \$1.95 per hour (over guide step 10)

Only individuals on step 10 in 1990-91 or 1991-92, receive an additional \$.95 per hour (over guide step 10)

1993-94

Only individuals on step 10 in 1990-91 and who received longevity for beginning 20 years of service, receive an additional \$3.00 per hour (over guide step 10)

Only individuals on step 10 in 1990-01 or 1991-92 receive an additional \$1.95 per hour (over guide step 10)

Only individuals on step 10 in 1992-93 receive an additional \$1.15 per hour (over guide step 10)

SCHEDULE C
CO-CURRICULAR ACTIVITIES

ACTIVITY	1991-92	1992-93	1993-94
GIRLS BASKETBALL	1691	1810	1945
BOYS BASKETBALL	1691	1810	1945
CHEERLEADING	1691	1810	1945
GIRLS TRACK	1691	1810	1945
BOYS TRACK	1691	1810	1945
CROSS COUNTRY	1155	1236	1328
VOLLEYBALL	1155	1236	1328
BOWLING - PER SUPERVISOR	665	712	765
INTRAMURAL			
FALL - 2 OR MORE SPORTS	1155	1236	1328
SPRING "	1155	1236	1328
DIRECTOR- DRAMA COACH	1291	1285	1381
MUSICAL DIRECTOR	710	760	817
TECHNICAL DIRECTOR	710	760	817
CHOREOGRAPHER	710	760	817
SKI CLUB - PER SUPERVISOR	665	712	765
SWIM CLUB "	665	712	765
TENNIS "	891	953	1025
YEARBOOK "	891	953	1025
ART CLUB "	891	953	1025
SCIENCE CLUB "	665	712	765
STUDENT COUNCIL	891	953	1025
OTHER BOARD APPROVED CLUBS	665	712	765
NON-SCHOOL DAY ACTIVITIES AND OVERNIGHT TRIPS APPROVED BY THE BOARD OF EDUCATION	99	105	113

GRIEVANCE FORM

Grievance No. _____

Step I. Date Received: _____ Date Answered: _____

Disposition: Denied: _____ Granted _____

Reason:

Supervisor's Signature: _____ Date: _____

I am not satisfied with the outcome at Step I and wish to proceed to Step II.

Grievant's Signature _____ Date: _____

Step II. Date Received _____ Date Answered: _____

Disposition: Denied: _____ Granted _____

Reason:

Supervisor's Signature _____ Date: _____

I am not satisfied with the outcome at Step II and wish to proceed to Step III.

Grievant's Signature: _____ Date: _____

SUSSEX WANTAGE REGIONAL SCHOOL DISTRICT
31 Ryan Road, Sussex, NJ 07461

Grievance Form

Grievance No. _____

To be completed and filed by the aggrieved person, association president or grievance chairperson in accordance with paragraph C.4, Article III of the agreement between the Sussex Wantage Education Association and the Board of Education.

Date of Occurrence: _____ Date Filed: _____

Grievant's Name: _____

Immediate Supervisor: _____

Statement of Grievance:

Remedy Sought: