

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE VOCATIONAL  
SCHOOL IN THE COUNTY OF SUSSEX**

**AND**

**THE SUSSEX COUNTY NIGHT SCHOOL  
TEACHERS' ASSOCIATION**

**Effective July 1, 2007 through June 30, 2010**

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## **PREAMBLE**

This Agreement entered as of the first day of July 1, 2007 by and between the Sussex County Technical School Board of Education (sometimes hereinafter called the "Board") and the Sussex County Night School Teachers' Association (sometimes hereinafter referred to as the "Association").

## **WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing quality educational opportunities is their mutual aim, and

WHEREAS, the parties have an obligation pursuant to Chapter 303 Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974, to enter into bona fide negotiations to and with each other;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1 RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel classified as Night School instructors.

But excluding all other titles, including (but not limited to): administrators, supervisors, directors, substitute instructors, confidential employees, non-professional personnel, custodial/maintenance personnel and all others not specified in this Article.

Unless otherwise indicated, references to male unit members shall include the female counterpart.

## **ARTICLE 2 NEGOTIATION OF A SUCCESSOR AGREEMENT**

### **A. COMMENCEMENT DATE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith

effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. INFORMATION

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, the expenses charged against the Night School, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or furnish any information, which does not exist as a separate public record or document.

C. PROCEDURE

1. Representation - Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party.
2. Meeting Time - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

D. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement in force on said date, shall continue to be so applicable during the term of this Agreement.

E. INTERIM NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties, at the time they negotiated or executed this Agreement.

F. MODIFICATIONS CLAUSE

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 3  
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. GRIEVANCE

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

2. AGGRIEVED PERSON

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

3. PARTY IN INTEREST

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

B. PURPOSE

The purpose of this procedure is to secure, at the lowest level, equitable solutions to both parties of the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances shall be filed within ten working days of the date of awareness of the grievance.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

LEVEL ONE - NIGHT SCHOOL SUPERVISOR

A member with a grievance shall discuss the same with the Night School Supervisor within fourteen working days of the occurrence of the grievance or within fourteen working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter either directly or if the individual chooses through the Association's designated representative, with the objective of resolving the matter informally.

LEVEL TWO – SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Superintendent (with a copy to the Association) within fourteen working days of the conference specified in Level One.

LEVEL THREE – BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Superintendent, he shall notify, in writing and within ten days, the Secretary of the Board of Education. The Secretary of the Board of



Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing to be held in executive session no later than the next regular Board meeting. Board findings will be final. If either party fails to act within the time limits prescribed, the grievance shall be waived or moved to the next step by the party not negligent.

#### LEVEL FOUR – ADVISORY ARBITRATION

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been provided within fifteen (15) school days after the Board hearing, the aggrieved party may request that the Association submit the grievance to advisory arbitration. If submitted for arbitration, either party may request a list of arbitrators from the State Board of Mediation and the parties shall be bound by the rules and procedures of the State Board of Mediation in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact and decision on the issues submitted. The arbitrator's decision shall be advisory only and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modify or varying in any way, the terms of the Agreement or of applicable laws, rules, and regulations. All costs for the arbitrator, including per diem expenses, shall be borne equally by the Association and the Board.

#### D. RIGHTS OF MEMBERS TO REPRESENTATION

##### 1. MEMBER AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects.

- When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. MEETING AND HEARING

All meetings and hearing under this procedure shall be conducted in private.

**ARTICLE 4  
ASSOCIATION RIGHTS AND PRIVILEGES**

A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of personnel, minutes of all Board meetings, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, where applicable together with information which may be necessary for the Association to process any grievance or complaint.

**B. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations.

**C. USE OF SCHOOL EQUIPMENT**

The Association shall have the privilege to use school facilities and equipment including typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use, with the approval of the Principal whose approval shall not be unreasonably withheld. Central Office equipment, containing confidential Board matters shall not be used.

**D. EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

**ARTICLE 5  
INSTRUCTOR WORK YEAR**

The Board of Education, or its designee, agrees to consult with the Association regarding the preparation of the school calendar, with final determination to be made by the Board. A copy of the Board approved calendar will be distributed to each instructor.

**ARTICLE 6  
EMPLOYEE RIGHTS**

**A. RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter

303, Public laws of New Jersey, and of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. APPLICATION OF LAWS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere in the law.

C. DISCIPLINE

1. No employee shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. No employee shall be disciplined or reprimanded in public if the discipline can be effectively administered privately and if it is practical to administer the same privately.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required, in writing, to appear formally before the Superintendent or his/her designee or the Board, concerning any matter which could adversely affect the continuation of that employee's employment, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

E. PERSONAL FREEDOMS

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 instructor, providing said activities do not violate any local, state or federal law, or rules or regulations of the State or local Board of Education, and so long as the activities do not interfere with the proper exercise of the teaching duties and responsibilities of the instructor.

F. ASSOCIATION AND IDENTIFICATION

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

**ARTICLE 7  
MANAGEMENT RIGHTS**

A. Except as expressly modified, altered or amended by the within Agreement, the Board shall not be limited in the exercise of the statutory management functions. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, including but without limitation the following rights, privileges and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
2. The right to hire all employees, set initial rate of pay and the conditions of their continued employment, or their renewal without constituting a violation of this Agreement.
3. To place any new employee on an appropriate experience level to be determined by the Board dependent on the experience background and ability of said employee.
4. The right to discontinue, alter or modify the provision of adult night school services or particular class offerings, selection of particular classes and/or courses offered and to set the school calendar.
5. The right to determine class size, number of instructors and classes enrollment requirements, teaching standards and curriculum.

B. The exercise of foregoing powers, rights, authority, duties and responsibilities by Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in compliance with

the laws of the State of New Jersey, the Constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the States of New Jersey of any other State laws or regulations as they pertain to education.

**ARTICLE 8  
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

- A. The employees hereunder shall be entitled to all the rights and privileges accruing to them pursuant to the following New Jersey Statutes:
  - 1. N.J.S.A. 18A:16-6 Indemnity of officers and employees against civil actions.
  - 2. N.J.S.A. 18A:16-6.1 Indemnity of officers and employees in certain criminal actions.
- B. The Board agrees that it will have in place for each employee, written procedures to be followed in the event of a fire or bomb scare.

**ARTICLE 9  
INSTRUCTOR EMPLOYMENT AND SALARIES**

- A. New employees shall be placed on the salary guide at a level acceptable to them and the school district.
- B. Employees will be issued contracts within sixty (60) days of Board of Education approval. Discontinuation of employment shall be made in writing.
- C. Full-time certificated staff members of the Board who are responsible for a shop area shall be given the courtesy of first option on night school positions in their areas. This applies to only new programs or the declination of the current instructor as set forth in Paragraph E below.
- D. The Association will supply a list of officers to the Board by October 15<sup>th</sup> of each year.
- E. Each instructor has the right to the class he/she is teaching. Each semester, if the class operates, the instructor will be hired provided he/she has had performed satisfactorily in the prior semester. In the event that the instructor refuses to teach the course in the subsequent semester, he/she shall forfeit his/her right to the class and the Board shall retain the right to hire another

instructor to ensure continuity in the program. If an instructor's refusal in a subsequent semester is based on a request for medical leave, an unforeseen emergency situation or other reasonable circumstance, he/she shall discuss the situation with the Superintendent or his designee prior to the start of the semester, who shall determine whether the instructor is exempt from the forfeiture provision of this Paragraph for the semester in which the instructor could not teach.

- F. The number of students per course shall be set by the Superintendent (or his designee) on a case-by-case basis. In the event that it appears that a course will be cancelled, the Superintendent (or his designee) shall inform the affected instructor for the purpose of exploring whether there is a reasonable option available to make the course viable (such as raising tuition costs for participating students or reducing the rate paid to the instructor). Should a course be canceled for two consecutive semesters because of a lack of student participation, there will be no loss of employment rights in the next semester as stated in paragraph E above or for purposes of renewal under Article 7(A)(2), so long as the course is thereafter offered and given.
- G. For Shop courses only, the maximum number of students permitted to take any given course in any given room shall be established by the number of work stations made available by the administration for such students. For all other courses, class size is to be determined by the administration. If there is a safety and/or health concern regarding class size, the instructor must inform the Superintendent or his designee prior to the beginning of the semester for the purpose of discussing the issue.
- H. Instructors shall be the hourly rate for all instructional time according to the following guide (regardless of enrollment):

For the 2007/2008 School Year

<u>Step 1</u>	<u>\$21.79/hr</u>
<u>Step 2</u>	<u>\$24.02/hr</u>
<u>Step 3</u>	<u>\$26.25/hr</u>
<u>Step 4</u>	<u>\$28.48/hr</u>
<u>Step 5</u>	<u>\$30.71/hr</u>
<u>Step 6</u>	<u>\$32.94/hr</u>
<u>Step 7</u>	<u>\$36.00/hr</u>

For the 2008/2009 School Year

<u>Step 1</u>	<u>\$22.61/hr</u>
<u>Step 2</u>	<u>\$24.92/hr</u>
<u>Step 3</u>	<u>\$27.23/hr</u>
<u>Step 4</u>	<u>\$29.55/hr</u>
<u>Step 5</u>	<u>\$31.86/hr</u>
<u>Step 6</u>	<u>\$34.18/hr</u>
<u>Step 7</u>	<u>\$37.35/hr</u>

For the 2009/2010 School Year

<u>Step 1</u>	<u>\$23.46/hr</u>
<u>Step 2</u>	<u>\$25.85/hr</u>
<u>Step 3</u>	<u>\$28.25/hr</u>
<u>Step 4</u>	<u>\$30.66/hr</u>
<u>Step 5</u>	<u>\$33.05/hr</u>
<u>Step 6</u>	<u>\$35.46/hr</u>
<u>Step 7</u>	<u>\$38.75/hr</u>

- I. Each instructor shall advance one step on the guide for each subsequent year they are employed, provided that the instructor teaches a full semester course in both the Fall and Spring semesters in the prior school year. Step advancement shall continue through Step 7, at which time the hourly rate for instructors shall only change according to the negotiated increase in the hourly rate for Step 7, if any.



**ARTICLE 10  
INSTRUCTOR RESPONSIBILITY**

- A. It is agreed between the parties that the instructors shall act under the supervision of their superiors and shall be responsible for:
1. A demonstrable ability to handle their professional duties;
  2. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by the Board;
  3. Maintaining such supervision as they may reasonably be called upon to carry out by the administration.
- B. Nothing herein shall be construed to deny or restrict to the parties hereto such rights as they may have under New Jersey School Law or any other applicable laws and regulations, and the responsibilities designated for the instructors in this Article shall be deemed to be in addition to those provided elsewhere herein and by any applicable laws and regulations.

**ARTICLE 11  
MISCELLANEOUS PROVISIONS**

A. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination and that all parties, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.

C. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any instructors or group of instructors is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the

extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

D. NOTICE

Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, 105 North Church Road, Sparta, New Jersey. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.

- E. Board agendas that have items that effect the Night School shall be e-mailed to the Association President, so long as the Association provides the necessary information to the Board.

**ARTICLE 12  
DURATION OF AGREEMENT**

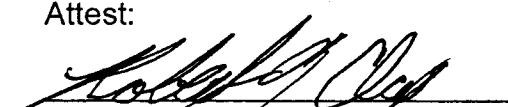
This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by the respective Presidents, attested by the respective Secretaries, and their corporate seals, if one exists, to be placed hereon, on this 24<sup>th</sup> day of July, 2008.

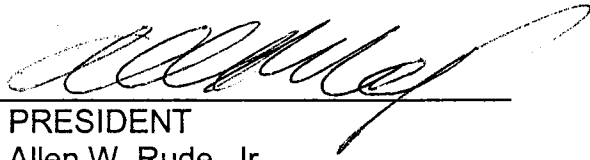
BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOL IN THE COUNTY  
OF SUSSEX

BY:  \_\_\_\_\_

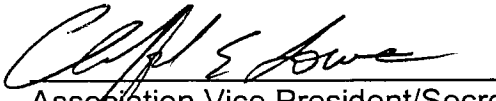
Attest:

  
Board Secretary  
Robert Clark

SUSSEX COUNTY NIGHT SCHOOL  
TEACHERS' EDUCATION ASSOCIATION

By:   
PRESIDENT  
Allen W. Rude, Jr.

Attest:

  
Association Vice President/Secretary  
Clifford Lowe

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