

AGREEMENT

BOARD OF EDUCATION OF THE VOCATIONAL

SCHOOL IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL-TECHNICAL

TEACHERS EDUCATION ASSOCIATION

INC.

SCHOOL YEAR 1979-81

PREAMBLE

This AGREEMENT is entered into this day of
1979, by and between the BOARD OF EDUCATION OF THE VOCATIONAL
SCHOOL IN THE COUNTY OF SUSSEX, County of Sussex, New Jersey,
hereinafter called the "Board" and SUSSEX COUNTY VOCATIONAL-
TECHNICAL TEACHERS EDUCATION ASSOCIATION, INC., hereinafter
called the "Association."

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following full-time and part-time personnel presently under contract by the Board.

Classroom Teachers
Nurses
Librarians
Guidance Personnel
School Psychologist
School Speech Therapist
Learning Disability Specialist
Social Worker
Career Counsellor - Special Need Program
Vocational Evaluator
C.I.E. Counsellor
A.V.A. Coordinator

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "Teacher" 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 the female teachers.

C. Part time personnel shall receive a pro-rata share of benefits under this contract.

ARTICLE II
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

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

2. AGGRIEVED PERSON

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

3. PARTY IN INTEREST

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

B. PURPOSE

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

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

All grievances shall be filed within fourteen (14) days from the date of the occurrence which constitutes grounds for the alleged grievance or within fourteen (14) days of the date when the grievant reasonably should have become aware of the grievance.

In the event of failure by either party to adhere to the time limits set forth herein, the following shall occur; if by the Administration or Board, the grievance may be moved to the next step; if by the Association, the response not timely appealed from will be deemed to have been accepted and the matter closed.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all the 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.

3. LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERIOR

A teacher with a grievance shall discuss the same with his immediate superior or Principal within fourteen (14) days from the date of the occurrence which constitutes grounds for the alleged grievance, or within fourteen (14) days of the date

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

when the grievant reasonably should have become aware of the grievance. The teacher 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.

4. LEVEL TWO- SUPERINTENDENT AND/OR ASSISTANT 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 Director/Superintendent of the School and/or the Assistant Superintendent (with a copy to the Association) within ten (10) days of the conference specified in Level One. The Director/Superintendent or Assistant Superintendent shall have ten (10) days to respond.

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Director/Superintendent and/or Assistant Superintendent, he shall notify, in writing, within ten (10) days of the date by which the response was or should have been made, 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 is to be held in Executive Session no later than the next regular Board meeting.

6. LEVEL FOUR - ARBITRATION

a) If the grievant is dissatisfied with the results of the Board action, and the grievance alleges a violation,

GRIEVANCE PROCEDURE

misinterpretation or misapplication of the Agreement, then within twenty (20) days the grievant may move the matter to arbitration.

b) The submission shall be made to, and the processes for selection of an arbitrator shall be those of the American Arbitration Association.

c) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision not later than thirty (30) calendar days from the date of close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement between the parties and shall be bound by the specific and express terms thereof as well as any applicable policy of the Board of Education. The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

Board and Association and shall be final and binding on the parties.

d) The costs for the services of an arbitrator shall be borne equally by the Board and the Association.

7. DELIMITATION

Alleged violations of express contract terms may proceed to level four; alleged violations of statutes and rules affecting terms and conditions may proceed to level two; and alleged violations of policies and administrative decisions may proceed to level three. Except for those matters subject to arbitration, grievance finalized at other levels may proceed to the commissioner in accordance with Title 18A.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION

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

2. REPRISALS

No reprisals of any kind shall be taken by the Board or 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.

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, 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 therefor 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 file and shall not be kept in the personnel files of any of the participants.

4. MEETINGS AND HEARINGS

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

5. Association grievances shall be filed at the level at which such alleged violations occurred, provided however, the time limits for initiating a grievance as set forth in paragraph C(1) shall be adhered to.

ARTICLE III

TEACHER RIGHTS

A. JUST CAUSE PROVISION

No teacher shall be disciplined without just cause. The non-renewal of a non-tenured teacher shall not be construed to be a disciplinary action under this paragraph.

B. CRITICISM OF TEACHERS

Any question or criticism by a supervisor or administrator of a teacher's instructional methodology shall occur within the framework of the district evaluation procedure.

C. ASSOCIATION IDENTIFICATION

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

D. NOTIFICATION OF VACANCIES

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur during the following school year, however, the Board retains sole discretion to make such appointments as it may deem appropriate.

E. STATUTORY SAVINGS CLAUSE

Nothing contained herei shall be construed to deny or restrict to any teacher such rights as he may have under New

ARTICLE III (cont'd)

STATUTORY SAVINGS CLAUSE

Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 123 Laws of 1974. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during work hours in mutually scheduled negotiations, grievance proceedings, teacher curriculum conferences, or parent-teacher meetings, he shall suffer no loss in pay. The Board will provide a method for the Association President or designee to attend Board meetings held during the school day.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Superintendent and/or Principal of the building shall be consulted in advance of the time and arrange the place of such meetings to avoid conflicting meetings.

Request shall be made in writing twenty-four (24) hours in advance of said meeting.

The Association shall pay for any additional costs incurred in such use including extra custodial costs.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographic machines, spirit duplicating machines, xerox, calculating machines and all types of audio-visual equipment at reasonable times, providing the equipment is to be operated by a qualified audio-visual equipment operator.

ARTICLE IV (cont'd)

ASSOCIATION RIGHTS AND PRIVILEGES

All audio-visual shall be requested on standard audio-visual forms at least twenty four (24) hours in advance. All supplies shall be paid for by the Association.

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

D. BULLETIN BOARDS

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

E. MAIL FACILITIES AND MAIL BOXES

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

F. PRINCIPAL'S ADVISORY COUNCIL

A council may be instituted by the Association and the Administration to meet and confer on matters relative to the curriculum. Teaching staff shall be permitted input into in-service programs through the Advisory Council.

ARTICLE V

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

CREDIT FOR EXPERIENCE

1. New employees shall be placed on the salary guide at a level acceptable to them and the School District. Any employee hired off-guide shall be placed on his or her proper step not later than three (3) years from their date of hire.

B. RETURNING TO THE DISTRICT

1. A teacher with previous teaching experience in this School District who has not been engaged in teaching shall upon returning to this system, be restored to the next higher step on the salary schedule.

C. PREVIOUS SICK LEAVE ACCUMULATION

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

ARTICLE VI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being except those which one normally associates with the employee's assigned duties and would be executed by a normally prudent person.

B. ASSAULT

1. LEGAL ASSISTANCE

The Board will support any teacher who has been assaulted while acting in the discharge of his duties by cooperating with police investigations, and giving appropriate legal assistance to the employee.

2. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

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

C. REPORTING ASSAULTS

1. PRINCIPAL OR IMMEDIATE SUPERIOR

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

2. SUPERINTENDENT

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request

ARTICLE VI (cont'd)

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

from the teacher for information in the possession of the Principal relating to the incident or the persons involved, and shall act in appropriate ways as the liaison between the teacher, the police and the courts.

D. LEAVE

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

E. Whenever an action is brought against a tenured teacher he shall have such rights as set forth in N.J.S.A. 18A:6-10,11,14,15,16 and 17.

F. The use of reasonable force shall be permitted as prescribed in N.J.S.A.A 18A:6-1.

ARTICLE VII
EVALUATION PROCEDURE

A. PROCEDURES

i. All staff shall be evaluated in accordance with the requirements of N.J.S.A. 18A and the Administrative Code.

2. Tenured staff shall be evaluated at least three (3) times during each school year but not less than once during each semester, in accordance with the procedures for non-tenured staff as set forth in the Administrative Code.

B. PERSONNEL FILES

1. FILE

No material derogatory to a teacher's conduct, service, character or personality, which is not part of the normal business record of the employer, shall be placed in his personnel file unless the teacher has been afforded the opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Any material originally addressed to the teacher via certified, return receipt mail, shall be presumed to have been reviewed by him/her. 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. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar

ARTICLE VII (cont'd)

EVALUATION PROCEDURES

documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

C. In the event evaluation procedures are ultimately determined to be negotiable, those procedures agreed to by the Association and the Board of Education shall be inserted into this article.

ARTICLE VIII

NON RENEWAL OF CONTRACT

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

ARTICLE IX

ASSOCIATION RESPONSIBILITIES

A. The Association shall acquaint its members of the provisions of this Agreement and shall attempt to insure adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations consistent with this Agreement required by Board Policy subject to the understanding that the Grievance Procedure shall be available under the terms specified in Article II.

ARTICLE X

SICK LEAVE

A. ACCUMULATIVE

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with no maximum limit, as per Title 18A:30-1, 18A:30-2, and 18A:30-3.

B. NOTIFICATION OF ACCUMULATION

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

C. ACCUMULATIVE SICK LEAVE

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

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE:

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

1. PERSONAL

Two (2) days leave of absence for personal, legal or business matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leaves shall not be required to state the reason for taking such leave other than he is taking it under this section. Unused personal days will be accumulated as sick days.

2. RELIGIOUS

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

3. PROFESSIONAL

As needed for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided that authorization is obtained from the Superintendent. A written report of the day's activities shall be forwarded to the Superintendent within three (3) days following the conference, meeting or visitation.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

5. PERSONAL ILLNESS

In all absences under this section exceeding five (5) consecutive school days, the teacher must file a physician's certificate with the Superintendent of Schools.

6. ILLNESS IN FAMILY

Where personal presence is advisable because of the critical illness of a (a) parent, brother, sister, husband, wife, child, or (b) any other relative living in the teachers immediate family household absence will be allowed for a period of five (5) days per year with pay. (This section is introduced primarily to provide for personal presence in an emergency, but not for extended personal care. Critical illness is defined as illness diagnosed and certified as such by a medical authority.)

7. BEREAVEMENT

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

Absences due to the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law or son-in-law or daughter-in-law of the teacher will be allowed with pay on the day of the funeral except that when the teacher is the only surviving relative a period not to exceed four (4) school days shall be granted.

ARTICLE XI (cont'd)

TEMPORARY LEAVES OF ABSENCE

8. TEMPORARY MILITARY

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

9. UNUSED SICK DAYS

Unused sick days accumulated while employed by this Board will be compensated upon application to Teachers Pension and Annuity Fund of Retirement at the rate of \$15.00 per day, not to exceed \$500.00.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

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

B. MATERNITY

1. CHILD REARING

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

(a) Maternity leave shall commence on the date requested by the teacher providing the Board is notified 90 days in advance of date requested.

(b) Any teacher granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for same.

(c) No teacher shall be prevented from returning to work after childbirth solely upon the ground that there has not been a time lapse between childbirth and the desired date of return, providing the Board is notified 60 days in advance of time of desired date of return.

ARTICLE XII (cont'd)

EXTENDED LEAVES OF ABSENCE

(d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

(e) The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1, et. seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and the United States.

2. PREGNANCY

Pregnant teachers shall with respect to leaves, be treated in accordance with law and recent decisions regarding disability leave.

ARTICLE XIII
SABBATICAL LEAVES

A. PURPOSE

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

B. CONDITIONS

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

1. PERCENTAGE OF TEACHERS

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

2. REQUEST

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

3. MINIMUM TIME TO QUALIFY

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

4. PAY

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

a. Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their

ARTICLE XIII (cont'd)

SABBATICAL LEAVES

yearly salary for the year that they are on sabbatical leave.

b. Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half year that they are on sabbatical leave.

c. A teacher who is approved for a sabbatical leave shall return to Vo-Tech for a period of two (2) years after completion of a sabbatical leave, or return his compensation to the Board of Education.

5. RETURN

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

ARTICLE XIV

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. CHECK IN PROCEDURE

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

2. LENGTH OF DAY

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

3. ARRIVAL AND DISMISSAL TIME

Except as clarified in Section F below, no teacher shall be required to report for duty earlier than twenty-five (25) minutes before the opening of the pupil's school day and shall be permitted to leave ten (10) minutes after the close of the pupil's school day. On Fridays or on the days preceeding holidays or vacations, the teachers day shall end at the end of the pupil's day.

B. TEACHING LOAD

1. INSTRUCTIONAL PLAN

Teachers shall provide daily lesson plans and plans for substitutes with daily, weekly and/or alternate plans as

ARTICLE XIV (cont'd)

TEACHER HOURS AND TEACHING LOADS

needed according to procedures developed by the Principal.

2. NUMBER OF PREPARATIONS

a. Teacher's of academic and related subject areas shall normally be assigned to six pupil contact periods per day. A pupil contact period is defined only as a class, hall duty, cafeteria duty, and in school suspension duty.

b. In the event that in the Board's determination it is necessary to exceed the load set forth above, volunteers shall be sought prior to involuntary assignment to a seventh period. In the event insufficient volunteers are available, up to 50% of the academic staff may be assigned to a seventh period of contact time, provided that no more than six of these periods are actual classroom teaching assignments. The seventh period assignment shall be remunerated for by a stipend of \$700.00 per annum.

c. Teacher's of Major Occupational Areas (Shop Teachers) shall be compensated at the rate of \$700.00 per period in excess of six pupil contact periods, not to exceed eight periods per day.

d. Teacher's of academic and related subject areas shall not be required to teach more than three (3) teaching preparations as identified by course title.

3. STUDENT TEACHER

Teachers must give approval prior to accepting a student teacher.

ARTICLE XIV (cont'd)

TEACHER HOURS AND TEACHING LOADS

4. SCHOOL CALENDAR

A copy of the 1979-80 and 1980-81 school calendars will be distributed to all teachers upon approval of the calendars by the Board. Teachers who have completed all obligations are free to leave upon the completion of the sign out procedure.

5. SUBSTITUTES

a. Academic teachers who are assigned to a seventh pupil contact period pursuant to paragraph B (2) above shall not be used to substitute for an absent colleague.

b. Teachers who are assigned to substitute during their scheduled preparation period shall be paid 1/7th of the per diem substitute rate for each such period.

c. When classes are assigned to other teachers because of a colleague's absence, that teacher shall receive 1/7th of the per diem substitute rate for each such period.

6. LUNCH PERIOD

Each teacher shall have a duty free lunch period of at least thirty (30) minutes.

7. MEETINGS

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

TEACHER HOURS AND TEACHING LOADS

B. PRIOR TO HOLIDAYS AND WEEKENDS

Meetings which take place after the regular work day shall not be called on Friday or the day before a holiday.

C. EVENING MEETINGS

Teachers may be required to attend evening meetings for the purposes of Graduation, Open House, and Advisory Council Meetings.

D. PREPARATION TIME

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

E. EXTRACURRICULAR ACTIVITIES

Teacher participation in extracurricular activities which extend beyond the regularly scheduled in school day shall be voluntary. Compensation, if any, shall be in accordance with Article XVII, the Athletic Schedule B and the Co-curricular Schedule C.

8. TEACHER WORK YEAR

1. TEN MONTH PERSONNEL

For the school year, the in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional day of orientation) shall be as set forth in the school calendars for 1979-80 and 1980-81.

2. INCLEMENT WEATHER

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

ARTICLE XV

SALARIES

A. Salary Guides for 1979-80 and 1980-81 are set forth as Appendix I and Appendix II respectfully. Those salary guides contain columns for teaching staff in the following categories:

non-degree
non-degree + 50 credits
Bachelors
Bachelors + 15 credits
Bachelors + 30 credits/Masters
Masters + 15 credits
Masters + 30 credits

B. Those teachers currently earning additional pay for additional credits shall continue to retain the dollar amount paid during 1978-79 until they either achieve guide by earning sufficient credits to be placed on one of the columns set forth above or for a period of two years. In the event a teacher does not achieve guide within the two year period they shall lose the additional pay under this section. The provision shall only apply to staff who would have been entitled to payment during 1979-80 under the provisions of the expired agreement.

C. PAY DAY

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

D. FINAL DAY

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

ARTICLE XVI

ATHLETIC AND CO CURRICULAR ACTIVITIES

A. INTERSCHOLASTIC SPORT COACHES SALARY

The salaries of each coach covered by this Agreement are set forth in Appendix IV and V which are attached hereto.

B. CO-CURRICULAR ACTIVITIES

The salaries of each advisor covered by this Agreement are set forth in Appendix VI and VII which are attached hereto and made a part hereof.

ARTICLE XVII

HEALTH BENEFITS

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

ARTICLE XVIII

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its teachers who authorize such deductions in writing at the beginning of each school year dues from the Sussex County Vocational-Technical Teacher's Association, the Sussex County Education Association, the New Jersey Education Association, or the National Education Association. Such deduction shall be made in compliance with Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A. 52:14-15,93) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Sussex County Vocational-Teacher's Association by the 15th day of each month following the monthly pay period in which the deductions were made. The Secretary of the Association shall disburse such moneys to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice ninety (90) days in advance to the effective date of such change.

B. LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from its teachers' salaries moneys from local, state and or national association services and to transmit the moneys to such Secretary of the Association. Any teacher may have deductions discontinued as provided in Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e)

ARTICLE XVIII (cont'd)

DEDUCTION FROM SALARY

and rules and regulations promulgated pursuant thereto.

C. TAX SHELTERED ANNUITY

Each teacher may elect to have Tax Sheltered Annuity Plan deducted from his salary, to be administered by the Board.

D. (SUMMER) PAYROLL SAVINGS PLAN

Each teacher may, individually elect to have ten percent (10%) of their semi-monthly salary deducted from their pay. Individual, interest bearing savings accounts will be opened and each pay period money withheld as per agreement will be deposited to the individual's account. These accounts shall be turned over to the teacher after the last deposit is made, or upon death or termination of employment, if earlier.

E. The Association shall have the right to designate a Credit Union, and teachers may have deductions made to such organization with such election to take place once annually.

ARTICLE XIX

TUITION REIMBURSEMENT

A. Effective with the 1980-81 school year teachers shall be entitled to tuition reimbursement at the state college rate, for up to six credits per year.

B. To qualify for reimbursement the courses must be in the teacher's area of certification or part of an approved degree program and must be completed with a grade of "C" or better.

ARTICLE XX

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 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 October 1 of the school year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing and signed by the Board of Education and the Association, and be adopted by the Board and the Association.

B. During its term, this Agreement shall not be modified in whole or in part by the parties, except by a written amendment duly executed by both parties.

C. 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 such 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.

ARTICLE XXI

BOARD RIGHTS

A. The Board, on its own behalf, on behalf of the citizens of Sussex County, New Jersey, and on behalf of the citizens of the component districts, hereby retains and reserves unto itself, without limitations, all powers, rights authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the constitution of the State of New Jersey and of the United States, including ,but without limiting the generality of the foregoing, the following rights.

1. To the Executive Management and Administrative control of the school system and its properties and its facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotions, and to promote and transfer employees.

3. To establish grading systems and courses of instruction, including special program, and to provide for athletic, recreational and social events for students, or as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees and the terms and conditions of employment not specified herein.

ARTICLE XXI (cont'd)

BOARD RIGHTS

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and expressed terms hereof which are in conformance with the Constitution and the laws of New Jersey, and of the United States and of the decisions of the Commissioner of Education.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, or district or local laws or regulations as they pertain to education.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

D. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced in the number selected by the Board. The cost of the expense of materials for such reproduction shall be shared by the Board and the Association. The Agreement shall be presented to all

ARTICLE XXII (cont'd)

MISCELLANEOUS PROVISIONS

teachers now employed by the Board.

E. NOTICE

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

1. If by the Association: The Board at 105 North Church Road, Sparta, New Jersey 07871
2. If by the Board: The Association at 105 North Church Road, Sparta, New Jersey 07871

SUSSEX VO-TECH TEACHERS SALARY GUIDE 1979-80

STEP	NON DEGREE	B.A.	MASTERS	M.A. + 30
1	11,235	11,449	12,626	13,696
2	11,635	11,849	13,026	14,096
3	12,063	12,277	13,454	14,524
4	12,591	12,805	13,982	15,052
5	13,126	13,340	14,517	15,587
6	13,661	13,875	15,052	16,122
7	14,191	14,410	15,587	16,657
8	14,731	14,945	16,122	17,192
9	15,266	15,480	16,657	17,727
10	15,951	16,165	17,342	18,412
11	16,647	16,861	18,038	19,108
12	17,342	17,556	18,733	19,803

APPENDIX I

ACTIVITY

1

2

3

4

5

FOOTBALL	1,441	1,666	1,731	2,027	2,224
BASKETBALL M/F	1,321	1,525	1,587	1,858	2,038
WRESTLING	1,321	1,525	1,587	1,858	2,038
BASEBALL	1,201	1,386	1,443	1,690	1,853
SOFTBALL	1,201	1,386	1,443	1,690	1,853
TRACK M/F	1,201	1,386	1,443	1,690	1,853
SUCCER	720	833	865	1,014	1,112
CROSS COUNTRY	720	833	865	1,014	1,112
LACROSSE	720	833	865	1,014	1,112
TENNIS	720	833	865	1,014	1,112
FIELD HOCKEY	720	833	865	1,014	1,112
GOLF	491	567	589	689	763
SKIING	491	567	589	689	763
BOWLING	491	567	589	689	763
ASST FOOTBALL	936	1,082	1,125	1,318	1,445
ASST BASKETBALL M/F	858	991	1,031	1,208	1,324
ASST WRESTLING	858	991	1,031	1,208	1,324
ASST BASEBALL	723	843	964	1,083	1,204
ASST SOFTBALL	723	843	964	1,083	1,204
ASST TRACK M/F	723	843	964	1,083	1,204
ASST SUCCER	468	541	562	658	723
ASST FIELD HOCKEY	468	541	562	658	723

ACTIVITY	1	2	3	4	5
NEWSPAPER	523	0	0	0	0
YEARBOOK	676	0	0	0	0
STUDENT COUNCIL	649	0	0	0	0
ACTIV ACCT TREAS	712	0	0	0	0
SENIOR CLASS ADV	461	0	0	0	0
JUNIOR CLASS ADV	398	0	0	0	0
SOPH CLASS ADV	364	0	0	0	0
FRESHMAN CLASS ADV	364	0	0	0	0
TALENT SHCW ADV	382	0	0	0	0
CHEERLEADER ADV VAR	649	0	0	0	0
CHEERLEADER ADV J V	336	0	0	0	0
FFA	1,145	0	0	0	0
BOYS VARSITY CLUB	585	0	0	0	0
GIRLS VARSITY CLUB	585	0	0	0	0
BAND DIRECTOR	709	0	0	0	0
DRAMA	382	0	0	0	0
NATL HCNR SOCIETY	336	0	0	0	0
DRILL TEAM ADVISOR	409	0	0	0	0

SUSSEX VO-TECH TEACHERS SALARY GUIDE 1980-81

STEP	NCN DEGREE	B.A.	B.A.+15	MASTERS	M.A.+15	M.A.+30
1	11,235	11,449	12,038	12,626	13,161	13,696
2	12,246	12,479	13,121	13,762	14,346	14,929
3	12,682	12,915	13,557	14,198	14,782	15,365
4	13,149	13,382	14,024	14,665	15,248	15,831
5	13,724	13,957	14,599	15,240	15,824	16,407
6	14,307	14,541	15,183	15,824	16,407	16,990
7	14,890	15,124	15,766	16,407	16,990	17,573
8	15,468	15,707	16,349	16,990	17,573	18,156
9	16,057	16,290	16,932	17,573	18,156	18,739
10	16,640	16,873	17,515	18,156	18,739	19,322
11	17,387	17,620	18,262	18,903	19,486	20,069
12	18,145	18,378	19,020	19,661	20,245	20,828

APPENDIX I

ACTIVITY	1	2	3	4	5
FOOTBALL	1,571	1,816	1,887	2,209	2,424
BASKETBALL M/F	1,440	1,662	1,730	2,025	2,221
WRESTLING	1,440	1,662	1,730	2,025	2,221
BASEBALL	1,309	1,511	1,573	1,842	2,020
SOFTBALL	1,309	1,511	1,573	1,842	2,020
TRACK M/F	1,309	1,511	1,573	1,842	2,020
SOCCER	785	908	943	1,105	1,212
CROSS COUNTRY	785	908	943	1,105	1,212
LACROSSE	785	908	943	1,105	1,212
TENNIS	785	908	943	1,105	1,212
FIELD HOCKEY	785	908	943	1,105	1,212
GOLF	535	618	642	751	832
SKIING	535	618	642	751	832
BOWLING	535	618	642	751	832
ASST FOOTBALL	1,020	1,179	1,226	1,437	1,575
ASST BASKETBALL M/F	935	1,080	1,124	1,317	1,443
ASST WRESTLING	935	1,080	1,124	1,317	1,443
ASST BASEBALL	788	919	1,051	1,180	1,312
ASST SOFTBALL	788	919	1,051	1,180	1,312
ASST TRACK M/F	788	919	1,051	1,180	1,312
ASST SOCCER	510	590	613	717	788
ASST FIELD HOCKEY	510	590	613	717	788

ACTIVITY	1	2	3	4	5
NEWSPAPER	570	0	0	0	0
YEARBOOK	737	0	0	0	0
STUDENT COUNCIL	774	0	0	0	0
ACTIV ACCT TREAS	776	0	0	0	0
SENIOR CLASS ADV	502	0	0	0	0
JUNIOR CLASS ADV	434	0	0	0	0
SOPH CLASS ADV	397	0	0	0	0
FRESHMAN CLASS ADV	397	0	0	0	0
TALENT SHCW ADV	416	0	0	0	0
CHEERLEADER ADV VAR	380	0	0	0	0
CHEERLEADER ADV J V	366	0	0	0	0
FFA	1,248	0	0	0	0
BOYS VARSITY CLUB	638	0	0	0	0
GIRLS VARSITY CLUB	638	0	0	0	0
BAND DIRECTOR	773	0	0	0	0
DRAMA	416	0	0	0	0
NATL HONCR SOCIETY	366	0	0	0	0
DRILL TEAM ADVISOR	446	0	0	0	0

SIGNATURE PAGE

Signed this 30th day of April 1980.

SUSSEX COUNTY VOCATIONAL
TECHNICAL SCHOOL TEACHERS
ASSOCIATION

By: *P. DeWalker*
President

By: *Susan W. Makonichy*
Secretary

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

By: *Arthur W. Hart*
President

By: *Frank G. M. Cherry*
Secretary

