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SALEM COUNTY VOCATIONAL TECHNICAL SCHOOLS

SALEM COUNTY BOARD FOR VOCATIONAL EDUCATION
AGREEMENT

SALEM COUNTY VOCATIONAL TEACHERS ASSOCIATION

X SEPTEMBER 1, 1981 - AUGUST 31, 1984

BOARD PRESIDENT

ASSOCIATION PRESIDENT

DATE

DATE



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PREAMBLE

This Agreement entered into this _____ day of _____, 19____, by and between the Salem County Board for Vocational Education, hereinafter called the "Board," and the Salem County Vocational Teachers Association, hereinafter called the "Association." This agreement is effective on September 1, 1981 and expires on August 31, 1984.

Open Issues for the 1983-84 School Year

- A. Salary

- B. Each party will have the option to raise two items, one of which may be out of the contract during the course of negotiations which will commence pursuant to Chapter 123 of the Public Laws of 1974.

ARTICLE I

Recognition

A. Unit

The Board hereby recognizes the Salem County Vocational Teachers Association as the exclusive and sole representative of the professional staff, as defined below, for collective negotiation concerning grievances and terms and conditions of employment.

Professional Staff: Those full-time day school teaching staff members who hold an appropriate New Jersey teaching certificate for the position for which they are employed.

B. Definition of Teacher

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

ARTICLE II

Negotiation Procedure

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning teacher employment. Such negotiations shall begin not later than September 15th of the calendar year preceding the calendar year in which this Agreement expires, unless a change in date is mutually agreed to by both parties. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and shall be adopted by both parties.

B.

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in the RECOGNITION of the Agreement, with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws 1974, for the duration of this Agreement.

C.

This Agreement incorporates the entire understanding of the parties on matters which were 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 contemplation of either or both of the parties at the time they negotiated or executed this Agreement. All items in the Agreement become part of Board Policy; all items not covered by the Agreement are subject to Board Policy.

D. Modification

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

ARTICLE III

Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement. Grievances concerning Board policies and administrative decisions that affect terms and conditions of employment not covered by the contract grievance procedure may be filed in accordance with Sections A, B, C and D of this article, excepting if such grievance shall not proceed beyond level three and the decisions reached at that level shall be considered final in terms of this contract.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

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

B. Purpose

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 teachers. 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. Any grievance filed under the conditions of this Agreement must be filed within twelve (12) school days of the occurrence of the alleged incident or action.

2. Year-End Grievances

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 school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure can be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Continuation of Responsibility

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.

4. Level One - Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally. A decision shall be given by the principal or immediate superior within five (5) school days.

5. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

6. Level Three - Board

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request a review by the Board of Education. The request shall be submitted in writing through the superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or at the request of the grievant, hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal by the superintendent or, if a hearing is held, within ten (10) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

7. Level Four - Arbitration

(a) If the aggrieved persons is not satisfied with the disposition of his grievance at Level Three, the grievant may request in writing that the Association

submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may request the appointment of an arbitrator, such request to be made known to the superintendent within twenty (20) school days of receipt of the Board decision.

(b) Within thirty (30) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association. The expenses of arbitration will be shared equally by the Board and the Association.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only on the parties.

D. Rights of Members to Representation

1. Teacher and Association

Any aggrieved person may be represented during the grievance procedure by himself or, at his option, by a representative selected and approved by the Association.

When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure after Level One and shall have the option to submit its views in writing.

The Association shall be advised of the disposition of said grievance.

2. 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.

3. Meetings and Hearings

Meetings and hearings at levels one and two of 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; and at other levels meetings and hearings shall be held in compliance with the Open Public Meetings Act (N.J. Chapter 231, P.L. 1975).

ARTICLE IV

Rights of the Parties

A. Just Clause Provision

No teacher shall be reprimanded, deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause.

B. Required Hearings

Whenever any teacher is required to appear for a formal hearing before the superintendent or the Board of Education concerning serious matters which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given one (1) school day's prior written notice of the reasons for such a hearing and shall be entitled to have a representative of the Association present to advise him and represent him during such hearing.

C. Evaluation of Students

The teacher shall be responsible to assign grades and other evaluations to students within the grading policies of the school district based upon his professional judgment of available criteria pertinent to any program for which he is responsible. No grade or evaluation shall be changed without written approval of the superintendent.

D. Criticism of Teachers

Criticism of a teacher by a supervisor or administrator shall be made in private whenever possible.

E. Use of School Buildings

Representatives of the Association, the Salem County Education Association, the New Jersey Education Association, and the National Education Association may 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 and provided permission is obtained from the Board of Education or its authorized representative.

F. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the educational program and the financial resources of the district.

G. No Release Time for Negotiations and Grievance Proceedings

Negotiations and grievance proceedings through level three shall not be held during instructional time.

H. Personal Life of Teacher

The personal life of a teacher shall not be the concern of the Board except as it may directly affect the teacher's performance.

I. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations representing teachers.

ARTICLE V

Teaching Hours and Teaching Load

A. Teacher Day

1. Check-In and Check-Out Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by indicating the time of arrival and departure in the appropriate column of the faculty "sign in" roster in his building or as designated by the administration after consultation with the Association.

2. Length of Day

The length of the school day shall be determined by the superintendent in consultation with the Association but must be approved by the Board of Education.

3. School Emergencies

Teachers will be notified when their attendance shall not be required because of school emergencies.

4. Additional Compensation

Any teacher who accepts work approved by the Superintendent beyond their regular teaching assignment shall be compensated at an hourly rate based upon his annual salary. This rate shall be computed based upon one day equaling 1/200 of the annual salary figure. This salary rate shall apply only to those activities considered professional in nature. Any teacher who accepts work for a non-professional area shall negotiate the rate of compensation with the Board of Education on an individual basis. This clause does not apply to salary rates that are established for the adult evening division or for special federal projects not covered by this contract or those activities considered extra curricular in nature.

5. Lunch Periods

All teachers shall have a duty free lunch period equal to that of students. Teachers shall recognize their responsibility and perform accordingly under emergency conditions. Teachers may not leave school facilities without permission of their immediate supervisor during their lunch period.

B. Meetings

Teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal faculty meetings or other professional meetings for three (3) days each month for a maximum of two and one-half (2½) hours per month and for an average of two (2) cluster meetings per month when needed excepting in the case of emergencies when additional meetings may be needed. This provision does not apply to teachers new to the district who may be required to participate in additional meetings. Each building complex faculty will not be required to attend more than four (4) evening assignments each school year without additional compensation.

C. Teacher Year

The work year for teachers covered by this Agreement shall consist of 183 instructional days and four (4) non-instructional days which shall normally be scheduled between September 1st and June 30th. In addition, two (2) full orientation days for teachers new to the district may be scheduled.

D. Class Substitution

Every effort will be made to obtain a substitute teacher when such is necessitated due to the absence of the

regular teacher. It is recognized by the Salem County Vocational Teachers Association that in order for substitute teachers to be obtained administrative procedures established for proper identification of absence must be adhered to and that substitute lesson plans must be adequate and up to date. If it is necessary due to circumstances beyond the control of school officials to place students from their assigned classes into other areas, the teacher will first be asked and every attempt will be made to move students into occupational cluster areas with as much similarity to their own as possible.

E. Teacher Coverage

Instructors will provide supervision at all times for students who are assigned to them.

ARTICLE VI

Teacher Employment

A. Certification

The Board agrees to hire only fully certified teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment, subject to availability.

B. Notification

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, subject to statutory and administrative code requirements.

C. Intent

Teachers shall complete forms provided by the Board of Education indicating their intentions for the ensuing school year no later than March 15th, unless there are extenuating circumstances caused by a medical problem. Forms shall be provided by the Board at least five (5) school days in advance of the deadline date.

ARTICLE VII

Teacher Assignment

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, subject assignments, and building assignments for the forthcoming year not later than July 30.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, or building assignments are proposed after August 1, any teacher affected shall be notified in writing.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard or emergency vocational or technical teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE VIII

Transfers and Reassignments

A. Notification of Vacancies

1. Date

No later than April 30 of each school year, the superintendent or his designee shall post in each building complex, a list of the known vacancies which will occur during the following school year.

2. Filing Requests

Teachers who desire a change in shop assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the shop to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 1.

B. Criteria for Assignment

In the determination of requests for voluntary re-assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system as determined by the superintendent.

ARTICLE IX

Promotions

A. Positions Included

Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies shall be posted by the superintendent or his designee.

1. School Year Notification

When school is in session, a notice shall be posted in each school as far in advance as practicable. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent or his designee shall acknowledge in writing the receipt of all such applications.

Applications shall be kept on file in the superintendent's office for consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn or until August 31 following the previous contractual year.

2. Summer Notification

All teachers shall be notified of all certificated staff openings which may be filled during the summer period when school is not regularly in session. Such notice shall be sent to all eligible teachers as far in advance of the closing dates for applications as practical.

B. Criteria for Notice

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

C. Applications

All qualified teachers shall be given five days opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board.

Appointments shall be posted in the schools. Announcement of appointments shall be made by posting a list in the office of the central administration and in each school building.

ARTICLE X

Professional Development and Educational Improvement

A. Programs

The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

1. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any of the above which a teacher is directed by the administration, in writing, to take. Teachers are encouraged to continue further training in properly accredited colleges and universities.
2. Candidates for further academic work shall register their intention with the superintendent prior to embarking on the course and obtain the approval of the superintendent for the program. Tuition for courses taken between July 1st and June 30th of the school year shall be reimbursed up to and including \$450 per year. Twenty-five hundred dollars (\$2500) shall be budgeted for this purpose and

if requests exceed this figure, then the amount paid for each staff member shall be reduced proportionately based upon the total budgeted figure. Requests for reimbursement shall be made annually during the month of May. Final payment, however, is subject to submission of a paid receipt or canceled check indicating the actual cost of the tuition and an official transcript indicating that the course has successfully been completed. These provisions are not applicable for courses taken in pursuit of a standard New Jersey teaching certificate or for credits to maintain the position.

ARTICLE XI

Insurance Protection

A. Full Health Care Coverage

The Board shall pay the premium for health care coverage to each eligible full-time teacher and pay for dependent coverage for each eligible full-time teacher where appropriate through the provisions provided herein.

1. For the 1981-82 school year beginning on September 1, 1981 and concluding on August 31, 1982, there shall be no more than a 10% increase over the 1980-81 coverage costs for the category of coverage that the employee is eligible for. For the 1982-83 school year beginning on September 1, 1982 and

concluding on August 31, 1983, there shall be no more than a 10% increase over the 1981-82 costs paid for by the Board for each eligible employee and dependent, based on the coverage category that the employee is eligible for.

For the 1983-84 school year, no more than a 9% increase over the 1982-83 cost paid for by the Board of Education shall be paid for the eligible employee and dependents for the category of coverage that the employee is eligible for.

2. Provisions of Coverage - Provisions of the health care insurance program shall be the New Jersey Health Benefits Program and shall be detailed in master policies and contracts and shall include:
 - (a) Blue Cross
 - (b) Blue Shield
 - (c) Rider J
 - (d) Major Medical

B. Description to Teachers

The Board shall provide to each teacher a description of the health care insurance coverage provided under this ARTICLE at the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. Washington National

The superintendent shall permit representatives of the NJEA Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district 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 representative shall be permitted a minimum of twenty minutes for the meeting.

D. Prescription Plan

As of September 1, 1981, the Board shall pay up to \$135 of the premium and an appropriate one dollar co-pay prescription drug plan for each eligible teacher and dependents if applicable. As of September 1, 1982, the Board shall pay up to \$145 of the premium for an appropriate one dollar co-pay prescription drug plan for each eligible teacher and dependents, if applicable and as of September 1, 1983, the Board of Education shall pay up to \$155 of the premium for an appropriate one dollar co-pay drug plan for each eligible teacher and dependents if applicable through the duration of this contract.

E. Dental Plan

As of September 1, 1981, the Board shall pay up to \$100 of the premium for a Dental Plan selected by the Board for each eligible teacher and dependents if applicable. As of

September 1, 1982, the Board shall pay up to \$275 of the premium for each eligible teacher and dependents if applicable and as of September 1, 1983, the Board shall pay up to \$375 of the premium through the life of the contract.

Provision of the Dental Plan shall include:

Maximum Benefit (Per Individual Per Year)	\$1,000
*Schedule of Benefits	\$ UCR
**Deductible	\$ 0
Co-Insurance Preventive Services	100%
Co-Insurance Basic Services	80%
Co-Insurance Major Services	60%

*The Usual, Customary, and Reasonable (UCR) allowance is defined to be that amount which, in the Company's experience, will fully cover the fees charged by 90% of the dentists in the area of the insured group.

**The Deductible for Basic Services is on a Lifetime Basis while the Deductible for Major Services is on an Annual Basis. The Deductible does not apply to Preventive Services and there need only be a maximum of two deductible amounts satisfied under family coverage.

ARTICLE XII

Teacher Evaluation

A. Performance Appraisals

Performance appraisals of all instructional personnel will be conducted at times as determined by the administration. All appraisals will be made in triplicate; one copy for the superintendent, one copy for the instructor, and one copy to be maintained in the principal's office.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly in person and with full knowledge of the teacher.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Observation Reports

A teacher shall be given a copy of any class visit or observation report prepared by his evaluator. No such report shall be submitted to the central office without a conference with the teacher by the evaluator. The teacher shall be required to sign the form indicating that he has read the report. No teacher shall be required to sign a blank or incomplete observation form.

C. Nontenure Teachers

Nontenure teachers shall be formally observed by a properly certified supervisor at least five (5) times each school year, to be followed in each instance by a written observation report and by a conference (as needed) between the teacher and the observer for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

D. Tenure Teachers

Tenured teachers shall be formally observed by a properly certified supervisor at least three (3) times each school year to be followed in each instance by a written observation report and by a conference (as needed) between the teacher and observer.

E. Evaluation Reports

Evaluation reports shall be presented to each teacher twice a year by his supervisor in accordance with the following procedures:

1. Such reports shall be issued in the name of the supervisor based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the teachers in a supervisory capacity.
2. Such reports shall be written in narrative and/or check list form and shall include when pertinent:

- (a) General Assessment
- (b) Areas of Consideration
- (c) Recommendations

F. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in fact, the superintendent determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. File Material

No observation or teacher evaluation shall be placed in the central personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the expressed understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher shall also have the right to submit a written response upon said document of his or her answer that shall

be reviewed by the superintendent or his designee and included with the file copy. Any teacher who does not comply with these procedures shall be subject to disciplinary action. Material shall not be placed in a teacher's personnel file without his or her knowledge.

3. Reproduction of File

A teacher shall be permitted to reproduce on the premises any information in his personal file. The superintendent or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.

G. Complaints

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

H. Termination

Except for the inactive personnel form, final evaluation of a teacher's performance shall be completed prior to severance of employment. The information included in the inactive form shall be based on assessments up to the termination of employment.

ARTICLE XIII

Protection of Teachers, Students, and Property

A. Unsafe and Hazardous Conditions

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

2. In the event of a severe disruption in the regular school program that results in what the building principal or superintendent considers unsafe or hazardous conditions, an attempt will be made to keep all staff informed and to solicit recommendations where practical. In addition, if deemed reasonable by the superintendent or principal, staff members will be requested to lend assistance for the welfare of the school and students in general.

B. Assault

1. Principal or Immediate Superior

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

2. Superintendent

Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved.

3. Medical

The Board shall reimburse the teacher for the cost of medical, surgical or hospital services incurred as a result of injuries sustained in the course of his employment providing such injury is not determined in a court of law to be the fault of the teacher.

4. Leave

When absence arises out of such assault due to injury, the teacher shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave providing the injury or resultant legal proceedings are not determined by a court of law to be the fault of the teacher. Extent of this provision shall continue for one calendar year from the date of such injury.

5. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for reasonable costs of any clothing or other personal property damaged or destroyed as a result of assault suffered by a teacher while the teacher was acting in the discharge of his duties in the scope of his employment providing such damage is not determined, by a court of law, to be the fault of the teacher.

6. Reimbursement to the Board

Any damages recovered through civil suit covered under items three, four and five above shall be utilized to reimburse the Board of Education for its expenditures to the extent of actual costs if this civil award is a duplication of the Board's employee protection coverage.

ARTICLE XIV

Leaves of Absence

A. Sick Leave

As of September 1, 1975, all teachers will be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days may be accumulated from year to year with no maximum limit.

B. Emergency Personal Leave

Emergency personal leave shall be granted to each employee subject to the approval of the superintendent. Procedures for

filing such requests shall be developed by the superintendent who will determine the reasonableness of the emergency personal leave request. The following is a guideline that will be used by the superintendent for granting emergency personal leave:

1. Death or Serious Illness

In the event of death or serious illness in the immediate family, staff shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as follows:

- (a) Consideration of allowance of up to five days shall be granted in the case of the following:
 - (1) Staff member's parents, spouse, children, son-in-law, daughter-in-law, or other persons residing as a member of the staff member's household.
 - (2) Brothers and sisters of the staff member and parents of the staff member's spouse.
 - (3) Legally adopted members of the family and step relationships as outlined in (1) and (2).
 - (4) Consideration will be given to special relationships not outlined above dependent upon individual situations.

- (b) Consideration shall be granted to attend the funeral of the following relatives:

- (1) Uncles, aunts, grandparents, grandchildren of the employee.
- (2) Brother-in-law and sister-in-law of the employee.
- (3) Consideration will be given for special relationships not outlined above dependent on the individual situation.

2. Legal

Time for appearance in any legal proceedings connected with the employee's employment or with the school system shall be granted as needed.

THE ABOVE GUIDELINE IS FOR USE BY THE SUPERINTENDENT AND IS NOT INTENDED TO LIMIT HIS PREROGATIVES CONCERNING EMERGENCY PERSONAL LEAVE.

ARTICLE XV
SALEM COUNTY BOARD FOR VOCATIONAL EDUCATION
1981-82
Salary Guide for Teaching Staff

<u>Emergency Cert. Non-Degree</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1. \$11,115	\$11,615	\$12,077	\$12,542	\$13,007
2. 11,690	12,190	12,652	13,117	13,582
3. 12,265	12,765	13,227	13,692	14,157
4. 12,840	13,340	13,802	14,267	14,732
5. 13,415	13,915	14,377	14,842	15,307
6. 13,990	14,490	14,952	15,417	15,882
7. 14,565	15,110	15,572	16,037	16,502
8. 15,140	15,730	16,192	16,657	17,122
9. 15,715	16,350	16,812	17,277	17,742
10. 16,290	16,970	17,432	17,897	18,362
11. 16,865	17,590	18,052	18,517	18,982
12. 17,440	18,210	18,672	19,137	19,602
13. 18,015	18,830	19,292	19,757	20,222
14. 18,590	19,450	19,912	20,377	20,842
15. 19,165	20,070	20,532	20,997	21,462

Emergency Certification - Vocational
Non-Degree - Academic

A.

1. Certified Occupational Teachers (Shop) with a standard New Jersey Teaching Certificate for the area being taught.
2. Certified Academic or Related Teachers with a B.A.

B.

1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught plus 30 credits beyond certification requirements.
2. Certified Academic or Related Teachers with a M.A.

C.

1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught with a B.A. in the field taught.

- D.
1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught with a M.A. or higher in the field taught.

Bonus at Tenure

Effective September 1, 1978 upon attainment of tenure, a one-time bonus of \$500 will be paid to eligible teachers.

Special Increment

Employees who reach the fifteenth step (15th) during the 1980-81 school year shall be granted a one-time increment of \$800 during the 1981-82 school year to be paid in ten equal installments. This provision shall fall of its own weight as of June 30, 1982.

Formula for Work Experience Credit

$$\begin{array}{l} \text{Step on Guide} \\ \text{up to 5 steps} \end{array} = \frac{\text{Number of years experience} - 4}{2}$$

Maximum credit for outside work, military and/or public school teaching experience shall not exceed 10 steps.

One year's public school teaching experience in field represents one step on the guide.

SALEM COUNTY BOARD FOR VOCATIONAL EDUCATION
1982-83
Salary Guide for Teaching Staff

Emergency Cert. Non-Degree		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1.	\$11,640	\$12,193	\$12,708	\$13,219	\$13,731
2.	12,274	12,827	13,341	13,853	14,366
3.	12,908	13,461	13,974	14,487	15,001
4.	13,542	14,095	14,608	15,120	15,636
5.	14,175	14,730	15,242	15,755	16,269
6.	14,809	15,362	15,874	16,390	16,903
7.	15,443	15,996	16,509	17,023	17,536
8.	16,076	16,679	17,194	17,706	18,219
9.	16,710	17,365	17,878	18,392	18,904
10.	17,344	18,050	18,562	19,075	19,588
11.	17,978	18,733	19,247	19,760	20,273
12.	18,611	19,418	19,931	20,445	20,956
13.	19,245	20,102	20,614	21,127	21,642
14.	19,879	20,786	21,299	21,811	22,325
15.	20,512	21,471	21,983	22,496	23,008
16.	21,146	22,155	22,667	23,181	23,646

Emergency Certification - Vocational
Non-Degree - Academic

A.

1. Certified Occupational Teachers (Shop) with a standard New Jersey Teaching Certificate for the area being taught.
2. Certified Academic or Related Teachers with a B.A.

B.

1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught plus 30 credits beyond certification requirements.
2. Certified Academic or Related Teachers with a M.A.

C.

1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught with a B.A. in the field taught.

D.

1. Occupational (Shop) Teachers with a standard New Jersey Teaching Certificate in the area being taught with a M.A. or higher in the field taught.

Bonus at Tenure

Effective September 1, 1978 upon attainment of tenure, a one-time bonus of \$500 will be paid to eligible teachers.

Special Increment

Employees at the sixteenth (16th) step during the 1981-82 school year shall be granted a one-time increment of \$600 during the 1982-83 school year to be paid in ten equal installments. This provision shall fall of its own weight as of June 30, 1983.

Formula for Work Experience Credit

$$\begin{array}{l} \text{Step on Guide} \\ \text{up to 5 steps} \end{array} = \frac{\text{Number of years experience} - 4}{2}$$

Maximum credit for outside work, military and/or public school teaching experience shall not exceed 10 steps.

One year's public school teaching experience in field represents one step on the guide.

The 1983-84 school year guide shall revert to a fifteen (15) step guide. Persons who reach or have reached the top of the guide will not be eligible for incremental increases until they reach the equivalent of step eighteen (18). Persons who reach step eighteen (18) and who have ten or more continuous years of service in the district shall be eligible for a \$600 increment.

B. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments, payable on the 15th and the last day of each month, unless those days fall on Saturday's, Sunday's, or scheduled school holidays, then payment shall be made on the last school district business day prior to the holiday(s).

2. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June or in two equal payments requested by the teacher on regular payroll periods for twelve month employees.

3. One day's salary for ten-month employees shall be calculated at $1/200$ th of the annual salary.

4. One day's salary for twelve-month employees shall be calculated at $1/240$ th of the annual salary.

5. All compensation shall cease for an employee upon termination of accumulated sick time until the employee returns to work unless other specific Board action is taken. (Refer to Policy P5-7.1)

6. A teacher employed in a continuous teaching position shall receive an additional $1/10$ th of his regular annual salary for each additional month of employment.

C. Reclassification

1. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the superintendent prior to July 1 in order for the adjustments to become effective for that school year.

2. Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

D. Increments

1. The salary increments are not automatically granted, but are conditioned upon the recommendation of the superintendent.

2. No teacher shall progress beyond four steps on the salary guide from the point at which he enters the guide unless he has obtained a standard New Jersey Teaching Certificate for the subject of the vocational program he teaches.

3. In field shall refer to a baccalaureate degree college curriculum of at least 24 semester hours for the vocational, technical or occupational area taught. Related baccalaureate degrees in home economics and industrial education shall be given the same consideration as degrees in a specific vocational area such as nursing, agriculture, etc.

4. To be eligible to be recommended for full salary increment, the employee must begin work on or before January 10th of the contractual year. Persons who cannot meet this test shall not be eligible for a salary increment until the conclusion of the next fiscal year. (Refer to Policy P5-9.3)

E. Salary Deductions

1. The Board agrees to deduct from the salaries of its teachers dues for the Salem County Vocational Teachers Association, the Salem County Education Association, the New Jersey Education Association, and/or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:15-15.9e) 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 Salem County Vocational Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

2. The association 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 prior to the effective date of such change.

ARTICLE XVI

Miscellaneous Provisions

A. Teacher - Administration Liaison

The Association shall select a Faculty Council which shall meet with the superintendent at least once a month for the duration of the school year. Said Council shall have at least five (5) members that include proportionate representatives from the Career Center, Young Center and Project ADVANCE.

B. Separability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 law, but all other provisions or applications shall continue in full force and effect.

C. Compliance

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

D. Fair Dismissal Procedure and Acceptance of Reemployment

1. Notification of Status

(a) Date

On or before April 30 of each year, the Board shall give to each teacher continuously employed since the preceding September 30 either:

(1) A written offer of a contract for employment for the next succeeding year with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

(2) A written notice that such employment shall not be offered.

(b) Reasons

Any nonterure teacher who receives a notice of termination of employment or of nonemployment may within five (5) days thereafter, in writing, request a statement of reasons for such nonemploy-

ment from the superintendent, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

2. Notification of Acceptance of Employment

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before May 15, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

E. Staff Facilities

1. An area not available to students shall be reserved for the use of the staff in each school building.
2. Staff restrooms shall not be available for use by students.

F. Evening School

1. Posting

All openings for positions in evening school or any special programs shall be publicized by the superintendent or his designee.

2. Criteria

In filling such positions, consideration shall be given to the best possible instruction. Teachers who

are employed in the district who apply in writing shall be given first consideration for evening school employment based upon their qualifications as determined by the superintendent and/or his designee. All such assignments shall be voluntary upon the part of the teacher and shall have no effect upon his/her regular employment nor shall be made a contingency thereof.

G. Outside Projects

1. Approval

Projects, or special jobs brought into the schools, must be approved in writing by the superintendent after consultation with instructors who may be involved in the projects. Projects must not interfere with the instructional programs as determined by the superintendent or his designee in consultation with the instructor and in accordance with the appropriate instructional syllabus.

2. Disclaimer

No teacher shall be held responsible for any damages, malfunction, or other problems which may arise from work done on the above outside projects as part of the classroom experiences.