

12225

PREAMBLE

This agreement entered into this 1st day of July, 1994 by and between the Board of Education of Sandyston and Walpack Townships, Layton, New Jersey, hereinafter called the Board, and the Sandyston-Walpack Teachers' Association, hereinafter called the Association.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Sandyston-Walpack School District is their mutual aim,

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

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

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all teaching staff members and certified personnel for the duration of this agreement excluding:

1. Principal
2. Bus Drivers
3. Custodians
4. Per Diem Employees
5. School Secretary
6. Learning Disability Specialist
7. School Psychologist
8. School Social Worker
9. School Doctor
10. All other Supporting Staff Members not included above.

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

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. 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 the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing and be signed and adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records, data and information of the Sandyston-Walpack School District, at no expense to the Board.

C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter-proposals, consider proposals and make counter-proposals in the course of negotiations and the final decision must be ratified by the Association and the Board.

D. 1. All meetings between the parties shall be scheduled, whenever possible, to take place when teachers are free from assigned instructional responsibilities, unless otherwise agreed.

2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and Association and be adopted by the Board.

E. Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, all provisions under the existing contract will stay in effect until new contracts are signed.

F. 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 of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions

1. A grievance shall mean a complaint by any teacher or group of teachers that there has been to him or them or to the Association an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision.

2. An aggrieved person is the person or persons making the claim.

3. 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

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate superior, provided the adjustment is not inconsistent with the terms of this Agreement.

##### C. Procedure

1. The initiation of the grievance should be processed within thirty (30) calendar days from date of occurrence. Grievances filed on or after June 1 will have time limits reduced in order that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

2. Level One

A teacher with a grievance shall first discuss it with his principal, either directly or through the Association's designated representative, with the objective of resolving the matter.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing to the Personnel Committee of the Board.

4. Level Three

Within ten (10) school days after receiving the written grievance, the Personnel Committee of the Board shall meet with the aggrieved person and the Association representative for the purpose of resolving the grievance. However, the ultimate decision at this level shall be rendered by the entire Board within thirty (30) days after the Personnel Committee receives the grievance.

5. Level Four

a. If the aggrieved person is still not satisfied, he may within five (5) school days request in writing that the Association representative submit the grievance to arbitration. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association representative 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 Public Employment Relations Commission.

b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which require 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 Board and the Association and shall be final and binding on the parties. The Arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties.

c. The cost for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any teacher in interest may be represented at any or all formal levels of the formal grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all formal levels of the grievance procedure.

E. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may process such a grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels One, Two, Three and Four shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.

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

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the administrative principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Forms to be supplied by the Association.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

## ARTICLE IV

### TEACHER RIGHTS

A. The Board agrees that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. If a teacher is suspended, he will receive his severance pay for a thirty (30) day period. While legal actions concerning the teacher are transpiring, all pay due to the teacher shall be held by the Board. If the decision is found in favor of the teacher, he shall receive all retroactive salary.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representatives of the Association and Board participate during working hours in negotiations, grievance proceedings, conferences or Board-Association meeting, the Association representative shall suffer no loss in pay, if such a meeting is requested by the Board or an arbitrator for such purposes.

B. The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal shall be notified in advance of the time and place of such meetings.

C. The Association may use school facilities and equipment, including typewriters, mimeographing machine, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Any equipment used will remain on school premises. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repair necessitated as a result thereof.

D. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

E. 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 teacher organizations.

## ARTICLE VI

### TEACHER WORK YEAR

A. 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 two (2) days of orientation shall not exceed on hundred eighty-four (184) Days.

B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

C. Any snow days used in excess of those originally in the school calendar will be added to the end of the school year or at another period by mutual agreement to insure one hundred eighty-four (184) in-school days.

D. Such additional days beyond 180 will be used for in-service. These in-service days may be scheduled:

- a. prior to the beginning of the school year
- b. at the end of the school year
- c. during the school year

d. any combination of a, b and c above based on a mutual agreement between the Teachers' Association and the Board.

E. The school year calendar shall incorporate a half day of school on the day immediately preceding Thanksgiving Recess, December's Holiday Recess and Spring Recess.

## ARTICLE VII

### TEACHING HOURS AND LOAD

A. The arrival and departure times for all teachers shall be designated. Their total in-school workday shall consist of seven (7) hours, except in a emergency situation by mutual agreement.

B. Teachers may leave the building during any duty-free period upon approval of the school principal or designee.

C. 1. Teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending the monthly faculty meetings.

2. The notice for any meetings shall be given to the teachers involved at least seven (7) calendar days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for discussion.

D. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Permission for field trips shall be obtained from the Administrator to guarantee insurance coverage as a school sponsored activity.

#### ARTICLE VIII

##### NON-TEACHING DUTIES

A. Teachers shall not be required to keep attendance registers.

B. All teachers are to perform such additional duties as assigned by the Administrator. These duties are to be distributed as equally as possible among the teaching staff.

C. The school nurse shall transport students as is necessary in the performance of her duties. She shall be compensated at the current IRS rate and shall be covered by appropriate insurance.

D. Teachers shall not be required to drive students to Board-sponsored activities which take place away from the school building.

#### ARTICLE IX

##### TEACHER EMPLOYMENT

A. 1. Each teacher will be phased into a step on the salary schedule commensurate with total teaching experience between the 4th and 6th year of employment with the school district of Sandyston-Walpack.

2. Credit up to the top step of any salary level on the Teachers Salary Schedule may be given for previous outside teaching experience in a duly accredited school in accordance with the provisions of Schedules A, B and C and with adherence to Article IX A. 1. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System, and credit not to exceed two (2) years teaching experience in the Peace Corps, Vista or National Teachers' Corp work.

B. Teachers with previous teaching experience in the school district shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, Vista or National

Teachers' Corp work, and time spent on a Fulbright Scholarship up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

C. Teachers shall be notified of their contract status, by means of a letter of intent, for the ensuing year no later than April 30. Letters of intent shall be returned no later than thirty (30) days after issuance. Contracts and salary status will be issued following their ratification by both the Board and Teachers Association.

## ARTICLE X

### SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, B and C which are attached hereto and made a part thereof.

B. 1. Teachers employed on ten month basis shall be paid in twenty equal installments on the 15th and 30th of each month or the last working day prior if either day would not occur when school is in session.

2. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June, or one-half on July 15 and one-half on August 15, as requested by the teacher, or upon death or termination or employment if earlier.

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

4. Teachers shall receive their final checks on the last working day in June.

### C. Longevity

Employees covered by this agreement having completed eighteen (18) years of employment by the Sandyston-Walpack Board of Education shall receive an annual longevity payment of \$2,500.00 which will be added to their salary as per the adopted salary guide for all staff hired on or before September 1, 1993. Any staff hired after September 1, 1993 will not be eligible for longevity reimbursement. Part-time employees meeting the same qualifications shall receive a prorated portion of the \$2,500.00 based on the full time equivalency of their contract for all staff hired on or before September 1, 1993. Part-time employees hired after September 1, 1993 will not be eligible for longevity reimbursement.

## ARTICLE XI

### TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forth coming year not later than May 15. If unusual circumstances alter the decisions of the Administrator, the teacher involved shall be notified at the earliest possible date.

2. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after May 15, the Association and any teacher affected shall be notified promptly in writing, and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the administrative principal or his representative and the teacher affected, and at his option, a representative of the Association.

B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practical.

2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the current IRS rate for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the teacher's home to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the current IRS rate.

## ARTICLE XII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. A list of open positions in the school district shall be made available to all teachers. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical.

C. When an involuntary transfer or assignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Sandyston-Walpack Consolidated School District, other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned. A teacher so assigned shall suffer no loss in compensation.

D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason. The teacher may at his option, have an Association representative, as an observer, present at such meeting.

## ARTICLE XIII

### TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar devices shall be strictly prohibited.

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

3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material and must affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the administrator or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person shall be promptly investigated and called to the attention of the teacher. The principal or immediate superior shall meet with the teacher to appraise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

D. The teacher may request an evaluation. Such evaluation may upon request of either the teacher or administrative principal, be in writing.

E. Final evaluation of teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

#### ARTICLE XIV

##### TEACHER FACILITIES

A. Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. A teacher's classroom shall contain adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

4. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.

5. Well lighted and clean teachers' rest room, separate from the students' rest room.

6. Free and adequate off-street paved parking facilities, properly maintained and identified exclusively for teacher use.

7. Suitable closet space for each teacher to store coats, overshoes and personal articles.

8. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

9. Adequate chalkboard space in every classroom.

10. A complete and unabridged dictionary in every classroom.

11. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

#### ARTICLE XV

##### TEACHER ADMINISTRATION LIAISON

A. The Association shall select a Liaison Committee for the school which shall meet with the principal at least once every two (2) months for the duration of the school year to review and discuss school problems and practices and to play an active role in the revision or development of building policies. Areas for consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of three (3) teachers.

## ARTICLE XVI

### SICK LEAVE

A. As of September 1, 1971, all teachers employed in the Sandyston-Walpack School District 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 on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. As of September 1, 1971, whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant that sick leave credit in addition to the annual and accumulated sick leave provided in Section A of this Article.

C. Teachers, upon returning from sick leave will be required to complete a form stating dates taken.

D. Teacher shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

E. 1. Sick Days - Having reached the eleventh step on the salary guide, an employee upon separating, excluding termination, from the Sandyston-Walpack Consolidated School District shall be eligible to receive one half of the teacher substitute pay per day for each unused sick day. The employee shall notify the Board of his/her intention to retire by January 1st, to be eligible for sick day reimbursement to be paid by July 1st. If the employee notifies the Board after January 1st, it will result in payment of sick day reimbursement the following year on July 1st.

F. Personal Days - Unused personal days shall be converted to sick leave days.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1971 school year, teachers shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year. All leaves will be requested in writing within a reasonable length of time, except in a case of an emergency.

1. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. These four days of personal leave may be taken in the following manner:

a. for any one day at a time taken by a teacher, advance notices of twenty-four (24) hours will be given to the administrator, except in cases of emergency. The teacher shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

b. When two or more consecutive days of personal leave are taken (a Friday and the following Monday are considered two consecutive days), fourteen (14) days advance notice will be given to the Administrator, except in cases of emergency; the reason for such leave will be stated and the teacher must get approval of the Administrator.

2. Up to one (1) day for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations.

3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceedings if the teacher is required by law to attend.

4. Up to five (5) school days at any one time in the event of the death of a teacher's spouse, child or any member of the immediate household. Up to three (3) school days at any one time in the event of the death of a teacher's parents, mother-in-law, father-in-law, grandparents, brother, sister, brother-in-law or sister-in-law.

5. In the event of the death of a teacher in Sandyston-Walpack School District, the school shall be closed on the day of the funeral. In the event of the death of a student in the Sandyston-Walpack District, the principal or immediate superior will grant to an appropriate number of teachers sufficient time off to attend the funeral.

6. Time necessary for jury duty. Jury pay received on school days shall be returned to the School Board.

7. Time necessary for professional observation in the field of education, upon approval of the principal.

8. Other leaves of absence with pay may be granted by the Board for good reasons.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XVIII

### EXTENDED LEAVES OF ABSENCE

#### A. Association Activities

1. The Board agrees that one tenure teacher designated by the Association shall, upon request, be granted a leave of absence without pay for one year for the purpose of engaging in activities of the Association or its affiliates. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### B. Peace Corps, Vista, etc.

1. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, Vista, exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. A contract of the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### C. College Teaching

1. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### D. Military

1. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, not to exceed four (4) years. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### E. Maternity Leave

1. The Board shall grant a leave of absence for maternity, without pay, to any tenure teacher upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician.

2. A staff member must apply for maternity leave of absence as soon as she becomes aware of the pregnancy. The Board, considering the employee's physician's recommendations, shall have the power to determine in each case when the teacher concerned shall discontinue her duties.

3. In recommending the duration of such leaves to the Board, the administrative principal shall take the following factors into account and shall report them to the Board when making his recommendations:

- a. The personal health and family circumstance of the staff member.
- b. The staffing needs of the school system.
- c. The desirability of dovetailing staff changes with the school calendar.

4. At the discretion of the Board and upon recommendations by the administrative principal, maternity leave may be curtailed or terminated prior to the expiration of the full term for which the leave has been granted in case of interrupted pregnancy or loss of the child if an appropriate vacancy occurs in the school system and she is able to resume her professional responsibilities.

5. Teachers who have been on maternity leave status normally will return at the beginning of the school year.

6. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption, but in no case with less than thirty (30) days written notice to the administrative principal. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### F. Sickness in Immediate Family

1. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the tenure teacher's family; i.e., spouse, child or parent. Additional leave may be granted at the discretion of the Board. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

#### G. Leave for Personal Health and Family Hardship

1. Upon the recommendation of the administrative principal, the Board of Education may permit members of the teaching staff to take leaves, not in excess of one (1) year in length for rest, restoration of health or the alleviation of hardship involving themselves or their immediate families. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

## H. Other Leaves

1. Other leaves of absence without pay may be granted by the Board for good reason.

## I. Return from Leave

1. Upon return from leave granted pursuant to Sections B, C and D of this Article, a teacher shall be considered as if he was actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements of acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections A, E, F and G of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave was commenced, if available, or, if not, to substantially equivalent position.

## J. Extensions or Renewals of Leaves

1. All extensions or renewals of leaves shall be applied for, and if granted, be in writing.

## ARTICLE XIX

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. However, teachers shall continue to perform duties until relieved by the principal.

B. "Indemnity of Officers and Employees in Certain Criminal Actions. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person the Board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal. He shall comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

D. The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school. This Section applies to Section A above.

#### ARTICLE XX

##### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. When, in the judgement of a teacher, a student requires the attention of the administrative principal, he shall so inform the administrative principal or designee.

B. When, in the judgement of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher shall exclude the student from the classroom and refer him to the administrative principal.

#### ARTICLE XXI

##### SUBSTITUTES

A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners and the Sussex County Superintendent of Schools.

B. Beginning with the school year, the Board agrees at all times to maintain a list of substitute teachers. Teachers should call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

C. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, therefore depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

## ARTICLE XXII

### INSURANCE

A. As of the beginning of the school year, the Board shall provide the health care insurance protection designated below:

1. For each full-time teacher who remains in the employ of the Board for the full school year, the Board shall pay the full premium for the twelve (12) months' period for each teacher, and, in cases where appropriate, for family-plan insurance coverage, under the new Jersey Public Employees Plan. It is agreed that the staff will pay the annual premium increase over an annual rate of 25% increase on the health insurance plan for each year of the term of this contract.

2. The Board will choose the appropriate insurance carriers, providing that such carriers shall provide coverage equivalent to (a) New Jersey Blue Cross-Code 100; (b) New Jersey Blue Shield; (c) Prudential Major Medical.

B. The Board shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contract agreed upon by the Board and the Association. The premiums will be paid by the teacher.

C. The Board shall provide each employee covered by the agreement with a Delta Dental Insurance - Program II. Family or individual coverage will be determined by each employee's family composition. The premiums will be paid by the Board.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. The Board agrees to implement the following at the beginning of the 1971-72 school year:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is required and/or requested by the administration to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at his regular rate.

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

C. Teacher Reimbursement for Courses.

1. The provisions are applicable to all teachers.

2. Tuition courses not required or requested by the administration will be reimbursed at the State College rate.

3. Courses shall be limited to a teacher's related field, and allowing not more than six (6) credits per school year.

4. Costs will be reimbursed upon successful completion of course.

5. The Board of Education shall conduct a non-binding survey of teachers during the year prior to course enrollment. The purpose of the survey is to get an estimate of the cost for tuition reimbursement which must be budgeted.

6. Teachers will be able to select and attend out of district workshops or conferences on days normally scheduled as in-service days. The district will provide up to \$1,000 per year as a total amount districtwide to cover such workshops and staff attendance is contingent upon prior approval from administration. It should be noted that such out of district workshops shall be scheduled on any of the in-service days (3) that are not defined as staff orientation day by the building administrator.

ARTICLE XXIV

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

MISCELLANEOUS

A. The Board and the Association mutually agree to share equally (50 percent-50 percent) the burden of costs of having the final Agreement prepared for distribution in a manner agreeable to both parties.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be affixed hereto all on the last day of the school year.

Sandyston-Walpack Teachers' Association

BY: Maribeth Seely  
President

BY: Jacqueline A. Untch  
Secretary

Sandyston-Walpack Board of Education

BY: Cathy J. Aron  
President

BY: Carole Keylesh  
Secretary

SCHEDULE A

Sandyston-Walpack Step	1994-1995 BA	BP+15	BA+30	MA	MA+15
1	29,700	32,900	31,150	32,900	34,100
2	30,400	31,600	31,850	33,600	34,800
3	31,150	32,350	32,600	34,350	35,550
4	31,900	33,100	33,350	35,100	36,300
5	32,650	33,850	34,100	35,850	37,050
6	33,450	34,650	34,900	36,650	37,850
7	34,200	35,400	35,650	37,400	38,600
8	35,050	36,250	36,500	38,250	39,450
9	35,950	37,150	37,400	39,150	40,350
10	36,950	38,150	38,400	40,150	41,350
11	38,650	39,850	40,100	41,150	42,350
12	40,400	41,600	41,850	42,900	44,100
13	42,200	43,400	43,650	44,700	45,900
14	44,000	45,200	45,450	46,500	47,700
15	45,900	47,000	47,250	48,300	49,500
16	47,650	48,850	49,100	50,150	51,350
17	49,500	50,700	50,950	52,000	53,200
18	51,550	52,750	53,000	54,050	55,250
19	55,850	57,050	57,300	58,350	59,550

Longevity = \$2,500 after 18 years in the district

SCHEDULE B

Sandyston-Walpack 1993-1995						
Step	BA	BA+15	BA-30	MA	MA+15	
1	31,235	32,435	32,685	34,435	35,635	
2	31,935	33,135	33,385	35,135	36,335	
3	32,635	33,835	34,085	35,835	37,035	
4	33,385	34,585	34,835	36,585	37,785	
5	34,135	35,335	35,585	37,335	38,535	
6	34,885	36,085	36,335	38,085	39,285	
7	35,685	36,885	37,135	38,885	40,085	
8	36,435	37,635	37,885	39,635	40,835	
9	37,285	38,485	38,735	40,485	41,685	
10	38,185	39,385	39,635	40,685	41,885	
11	39,185	40,385	40,635	41,685	42,885	
12	40,985	42,085	42,335	43,385	44,585	
13	42,635	43,835	44,085	45,135	46,335	
14	44,435	45,635	45,885	46,935	48,135	
15	46,235	47,435	47,685	48,735	49,935	
16	48,035	49,235	49,485	50,535	51,735	
17	49,885	51,085	51,335	52,385	53,585	
18	51,735	52,935	53,185	54,235	55,435	
19	53,785	54,985	55,235	56,285	57,485	
22	58,085	59,285	59,535	60,585	61,785	

Longevity = \$2,500 after 18 years in the district

SCHEDULE C

Sandyston-Walpack Step	1996-1997 9A	9A+15	9A+30	MA	MA+15
1	32,610	33,810	34,060	35,810	37,010
2	33,310	34,510	34,760	36,510	37,710
3	34,010	35,210	35,460	37,210	38,410
4	34,710	35,910	36,160	37,910	39,110
5	35,460	36,660	36,912	38,660	39,860
6	36,210	37,410	37,660	39,410	40,610
7	36,960	38,160	38,410	40,160	41,360
8	37,760	38,960	39,210	40,960	42,160
9	38,510	39,710	39,960	41,710	42,910
10	39,360	40,560	40,810	41,960	43,060
11	40,260	41,460	41,710	42,760	43,960
12	41,260	42,460	42,710	43,760	44,960
13	42,960	44,160	44,410	45,460	46,660
14	44,710	45,910	46,160	47,210	48,410
15	46,510	47,710	47,960	49,010	50,210
16	48,310	49,510	49,760	50,810	52,010
17	50,110	51,310	51,560	52,610	53,810
18	51,960	53,160	53,410	54,460	55,660
19	53,810	55,010	55,260	56,310	57,510
20	55,360	57,060	57,310	58,360	59,560
21	60,160	61,360	61,610	62,560	63,860

Longevity = \$2,500 after 18 years in the district

SCHEDULE D

COACHING SALARIES

Salaries for coaches of interscholastic sports shall be as follows for each sport per school year:

1994-95	=	\$679.00
1995-96	=	\$710.00
1996-97	=	\$738.00

SCHEDULE E

SUMMER CURRICULUM WORK

Teachers will be employed for summer curriculum work at the following per diem rate per school year:

1994-95	=	\$150.00
1995-96	=	\$157.00
1996-97	=	\$164.00

It shall be noted that any club activity positions created be established at a rate of compensation equal to SCHEDULE D.

SCHEDULE F

COMPUTER COORDINATOR

The designated computer coordinator will be compensated with an annual stipend as follows for the school year:

1994-95	=	\$1,446
1995-96	=	\$1,511
1996-97	=	\$1,572

SCHEDULE G

TEACHER-IN-CHARGE - SALARY

The Board appointed teacher-in-charge will be compensated per year as follows:

1994-95	=	\$941.00
1995-96	=	\$983.00
1996-97	=	\$1,022.00

The teacher-in-charge is not required to call substitutes.