

2-0287

Contract # 174

19-00

AGREEMENT

Sussex County Vocational Technical School Board of Education
BOARD OF EDUCATION OF THE VOCATIONAL
SCHOOL IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL-TECHNICAL

TEACHERS EDUCATION ASSOCIATION

INC.

X JULY 1, 1987 through JUNE 30, 1990

Approved: March 10, 1987

C

INDEX

			<u>PAGE(S)</u>
PREAMBLE			1
ARTICLE	I	RECOGNITION	2
ARTICLE	II	GRIEVANCE PROCEDURE	3 through 9
ARTICLE	III	TEACHER RIGHTS	10 through 11
ARTICLE	IV	ASSOCIATION RIGHTS AND PRIVILEGES	12 through 13
ARTICLE	V	TEACHER EMPLOYMENT	14
ARTICLE	VI	PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	15
ARTICLE	VII	EVALUATION PROCEDURE	16 through 17
ARTICLE	VIII	SICK LEAVE	18
ARTICLE	IX	TEMPORARY LEAVE OF ABSENCE	19 through 22
ARTICLE	X	EXTENDED LEAVES OF ABSENCE	23 through 24
ARTICLE	XI	SABBATICAL LEAVES	25 through 26
ARTICLE	XII	TEACHING HOURS AND TEACHING LOAD	27 through 36
ARTICLE	XIII	SALARIES	37 through 39
ARTICLE	XIV	HEALTH BENEFITS	40
ARTICLE	XV	DEDUCTION FROM SALARY	41 through 42
ARTICLE	XVI	NEGOTIATION OF SUCCESSOR AGREEMENT	43
ARTICLE	XVII	MISCELLANEOUS PROVISIONS	44 through 45

APPENDIX

APPENDIX	I	SALARY GUIDE	1987-88	1988-89	1989-90
APPENDIX	II	COACHING GUIDE	1987-88	1988-89	1989-90
APPENDIX	III	EXTRACURRICULAR GUIDE	1987-88	1988-89	1989-90

PREAMBLE

This AGREEMENT is entered into this 10th day of March 1987, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX, County of Sussex, New Jersey, hereinafter called the "Board" and SUSSEX COUNTY VOCATIONAL-TECHNICAL-TEACHERS EDUCATION ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for full or part-time day school certificated personnel whose positions require teaching certificates and whose duties are non-supervisory.

B. DEFINITION OF TEACHER

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

C. PART-TIME PERSONNEL

Part-time personnel shall receive a pro rata share of benefits under this contract as may be permitted by law or contract with the benefit provider.

D. HOURLY PERSONNEL

Teachers employed on an hourly basis shall be represented by the Association and provided for as herein described. Wages for each position will be negotiated on a case by case basis.

ARTICLE II

GRIEVANCE PROCEDURES

A. DEFINITIONS

1. GRIEVANCE

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

2. AGGRIEVED PERSON

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

3. PARTY IN INTEREST

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

B. PURPOSE

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

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

C. PROCEDURE

1. TIME LIMITS

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

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

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

2. YEAR END GRIEVANCES

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

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

3. LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERIOR

A teacher with a grievance shall discuss the same with his immediate superior or Principal within fourteen (14) days from the date of the occurrence which constitutes grounds for the alleged grievance, or within fourteen (14) days of the date when the grievant reasonably should have become aware of the grievance. The teacher may discuss the matter either directly, or, if the individual chooses, through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO - SUPERINTENDENT AND/OR ASSISTANT SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Director/Superintendent of the School and/or the Assistant Superintendent (with a copy to the Association) within ten (10) days of the conference specified in Level One. The Director/Superintendent or Assistant Superintendent shall have ten (10) days to respond.

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

5. LEVEL THREE - BOARD OF EDUCATION

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

6. LEVEL FOUR - ARBITRATION

- a) If the grievant is dissatisfied with the results of the Board action, and the grievance alleges a violation, misinterpretation or misapplication of the Agreement, then within twenty (20) days the grievant may move the matter to arbitration.
- b) The submission shall be made to, and the processes for selection of an arbitrator shall be those of the American Arbitration Association.

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

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

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

7. DELIMITATION

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

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION

Any aggrieved person shall be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

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

ARTICLE II (Continued)

GRIEVANCE PROCEDURE

E. MISCELLANEOUS

1. GROUP GRIEVANCE

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

2. WRITTEN DECISIONS

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

3. SEPARATE GRIEVANCE FILE

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

4. MEETINGS AND HEARINGS

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

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

ARTICLE III

TEACHER RIGHTS

A. JUST CAUSE PROVISION

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

B. CRITICISM OF TEACHERS

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

C. ASSOCIATION IDENTIFICATION

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

D. NOTIFICATION OF VACANCIES

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

ARTICLE III (Continued)

TEACHER RIGHTS

E. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 123 Laws of 1984. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

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

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment at reasonable times, providing the equipment is to be operated by a qualified operator. Standard use request procedures shall be followed.

D. BULLETIN BOARDS

The location of the Association bulletin boards in the faculty lounge shall be jointly designated by the Association and the Administration. No approval shall be required regarding the use of the lounge bulletin board. With prior consent of the Administration, other forms of school communication may be used.

ARTICLE IV (Continued)

ASSOCIATION RIGHT AND PRIVILEGES

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the privilege of using the school mail boxes.

F. PRINCIPAL'S ADVISORY COUNCIL

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

ARTICLE V

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

CREDIT FOR EXPERIENCE

New employees shall be placed on the salary guide at a level acceptable to them and the School District. Progression thereafter shall be in accordance with the agreement in force.

B. RETURNING TO THE DISTRICT

A teacher with previous teaching experience in this School District who has not been engaged in teaching in the interim and who is rehired shall be paid a starting salary not less than the salary paid during his last contract year with the Board.

C. PREVIOUS SICK LEAVE ACCUMULATION

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

D. TENURED EMPLOYEE-RIF

Tenured employees who are reduced in force and who otherwise made no claim against the Board shall receive \$35 for each unused sick day if they remain on the District preferred eligibility list for a period of twelve (12) months. Once reimbursed for unused sick leave, it is agreed that said employees will have no claim to accumulated sick days in the event they are ever re-employed by the District.

ARTICLE VI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

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

B. ASSAULT

1. LEGAL ASSISTANCE

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

2. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

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

ARTICLE VII

EVALUATION PROCEDURE

A. PROCEDURES

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

B. PERSONNEL FILES

1. FILE

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

ARTICLE VII (Continued)

EVALUATION PROCEDURE

B. PERSONNEL FILES

2. NO SEPARATE FILE

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.

ARTICLE VIII

SICK LEAVE

A. ACCUMULATIVE

All teachers re-employed shall be entitled to ten (10) sick leave days each school year. New employees hired after October 1 shall receive sick time prorated one day per month.

B. NOTIFICATION OF ACCUMULATION

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

C. ACCUMULATIVE SICK LEAVE

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

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE

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

1. PERSONAL

Each employee shall be eligible for up to three (3) personal days for the purpose of conducting legal or business matters or other matters of a personal nature that can only be conducted during regular school hours. Application for the first two (2) days shall be made to the teacher's principal or other immediate superior and shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this section. The third day may be taken only upon the prior approval of the Superintendent. Each June 30 unused personal days shall be transferred to sick days.

Personal leave may be taken at the employee's discretion as prescribed herein except that no employee may take more than one (1) personal day immediately before or immediately after a recess, holiday, or vacation without the approval of the Superintendent. The Association and the Board agree that extending vacations with a personal leave is undesirable.

ARTICLE IX (Continued)

TEMPORARY LEAVE OF ABSENCE

2. PROFESSIONAL

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

3. PERSONAL ILLNESS

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

4. ILLNESS IN FAMILY

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

ARTICLE IX (Continued)

TEMPORARY LEAVE OF ABSENCE

5. BEREAVEMENT

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

Absences due to the death of other family member(s) of the teacher will be allowed with pay only on the day of the funeral except that when the teacher is the only surviving relative a period not to exceed four (4) school days shall be granted.

6. TEMPORARY MILITARY

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

ARTICLE IX (Continued)

TEMPORARY LEAVE OF ABSENCE

7. UNUSED SICK DAYS

Unused sick days accumulated by teachers while employed for ten (10) or more years by this Board will be compensated upon application for retirement to the Teachers' Pension and Annuity Fund of Retirement at the rate of \$35 per day for teachers whose occasional absence rate does not exceed 3.5% during the last five years of employment. Teachers whose occasional absence rate exceeds 3.5% during the immediate five years previous shall not be compensated for unused sick time.

All absences shall count toward the attendance rate except long-term illness documented by a doctor's note filed by the employee, professional days, death in the family, military leave, and absences declared in advance for stated business or personal reasons.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

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

B. MATERNITY/CHILD CARE

1. MATERNITY

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

- a) Maternity leave shall commence on the date requested by the teacher providing the Board is notified ninety (90) days in advance of date requested
- b) Any teacher granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for same.
- c) No teacher shall be prevented from returning to work after childbirth solely upon the ground that there has not been a

ARTICLE X (Continued)

EXTENDED LEAVES OF ABSENCE

time lapse between childbirth and the desired date of return, providing the Board is notified sixty (60) days in advance of time of desired date of return.

- d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
- e) Employees on maternity leave shall be permitted to return to duty as may be determined by competent medical authority. Employees, male or female, on child care leave shall return to work on September 1 or on the first day of the 3rd marking period; on or about January 20.

2. CHILDCARE

Child care leave, without pay, may be granted to any teacher in accordance with the provisions of law/regulation. Child care leave requests will ordinarily be made 90 days in advance of the onset of the leave and shall end on or about the first day of the marking period in which they return.

3. PREGNANCY

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

ARTICLE XI

SABBATICAL LEAVES

A. PURPOSE

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

B. CONDITIONS

Sabbatical leave, if granted, shall be subject to the following conditions.

1. PERCENTAGE OF TEACHERS

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

2. REQUEST

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

3. MINIMUM TIME TO QUALIFY

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

4. PAY

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

ARTICLE XI (Continued)

SABBATICAL LEAVES

- a) Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their yearly salary for the year that they are on sabbatical leave.
- b) Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half year that they are on sabbatical leave.
- c) A teacher who is approved for a sabbatical leave shall return to Vo-Tech for a period of two (2) years after completion of a sabbatical leave, or return his compensation to the Board of Education.

5) RETURN

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

ARTICLE XII

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. CHECK IN PROCEDURES

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

2. LENGTH OF DAY

The arrival and departure times for all teachers shall be designated in section 3 below. However, their total in school workday shall consist of not more than seven (7) hours and twenty-five (25) minutes which shall include a duty free lunch period as guaranteed to teachers under number 6 of this article.

3. ARRIVAL AND DISMISSAL TIME

Except as clarified in number 7 below, no teacher shall be required to report for duty earlier than twenty-five (25) minutes before the opening of the pupil's school day and shall be permitted to leave ten (10) minutes after the close of the pupil's school day. On Fridays or on the days preceding holidays or vacations, the teacher's day shall end at the end of the pupil's day.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

B. TEACHING LOAD

1. INSTRUCTIONAL PLAN

Teachers shall provide daily lesson plans and plans for substitutes with daily, weekly and/or alternate plans as needed according to procedures developed by the Principal.

2. DEFINITION OF PREPARATIONS

A preparation shall be defined using the following indicators by staff group:

a) Academic Teachers

1) State approved course of study including those submitted to the State but not yet approved is one prep.

2) HSPT courses in English or Mathematics are one prep each.

b) Special Education Teachers - Academic Programs

1) State approved course of study including those submitted to the State but not yet approved is one prep.

2) Teaching the same group of up to 15 classified pupils (the State permitted maximum) for up to three periods is one preparation. Subjects assigned during the three period block are limited to: English including Reading and Writing, Math, or Social Studies. A teacher so assigned shall not have more than two (2) such groups.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

2. DEFINITION OF PREPARATIONS - Continued

c) Vocational Shop Teachers - Regular and Special Education

- 1) A major shop regardless of levels (year #1, year #2, year #3, Post Graduate is one group)
- 2) For assignments outside the major shop area, a.1 and b.1 shall apply.
- 3) Circumstances not covered by this agreement shall be negotiated on a case by case basis.

d) Non-classroom Teaching Staff

The job assignment shall constitute one preparation.

- 1) In the event a non-classroom teaching staff member is assigned to serve in role a., b., or c. above in addition to their non-classroom assignment, then preparations shall be cumulative between categories according to the rules for each category.

Pupil ability grouping levels within an approved course shall not constitute a preparation

3. NUMBER OF PREPARATIONS

All teachers may be assigned to teach up to three preparations. In the event it is necessary to assign a fourth preparation, volunteers will be sought. If no one volunteers, a fourth assignment may be made. All teachers with four preparations shall receive an additional payment of \$3,000.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

3. NUMBER OF PREPARATIONS - Continued

- a) Teachers of vocational subjects and/or majors may be assigned to teach a seventh/eighth period. Said teachers shall receive \$3,000 per period.
- b) Classroom teachers may be assigned to teach up to seven (7) teaching periods. Said teachers shall receive \$3,000 for each period beyond six (6) periods.
- c) All other personnel shall be assigned in accordance with past practice.

4. DUTY ASSIGNMENTS

- a) Teachers with six (6) pupil contact periods may be assigned one (1) non-teaching duty of thirty (30) minutes or less.
- b) Teachers with seven (7) pupil contact periods may not be assigned a non-teaching duty, but teachers may volunteer for a non-teaching duty assignment.
- c) Teachers may volunteer for non-teaching duties of one period in length and shall be paid at the rate of \$1000 per assignment beyond the sixth contact period. This provision shall also apply to cafeteria duty including the breakfast program irrespective of its length (less than 45 minutes).
- d) Teachers may not be assigned lunch duty during the regular school day except when adult supervision must be provided. The Principal may assign coverage on a rotation basis. Teachers will be paid \$15 per such coverage.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

5. STUDENT TEACHER

Teachers must give approval prior to accepting a student teacher.

6. SCHOOL CALENDAR

A copy of each year's school calendar will be distributed to all teachers upon approval of the calendar by the Board. Teachers who have completed all obligations are free to leave upon the completion of the sign-out procedure.

7. SUBSTITUTES

- a) Academic teachers who have a seventh pupil contact period shall not be used to substitute for an absent colleague.
- b) Teachers who are assigned to substitute during their scheduled preparation period shall be paid \$15 for each such period.
- c) When classes are assigned to other teachers because of a colleague's absence, that teacher shall receive \$15 for each such period. Payment Threshold: Only when the assigned class plus the students present in the teacher's regular class total ten or more pupils.
- d) When the shop class of an absent shop teacher is divided among two or more shop teachers and the payment threshold (c. above) is reached, then each covering teacher shall be paid an amount equal to \$30 per period divided by the number of eligible covering teachers.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

7. SUBSTITUTES - Continued

- e) When coverage of a partial class is caused by the participation of that class in an educational field trip or other education experience, there shall be no coverage pay except where the covering teacher is giving up a preparation period.
- f) Placement of students in a non-classroom environment such as studyhall, library, or when students are used to assist in the performance of tasks will not constitute a reason for coverage.

8. LUNCH PERIOD

Each teacher shall have a duty-free lunch period equal in length to that provided for pupils.

9. MEETINGS

- a) Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings, no more than two (2) meetings per month. Such meetings shall begin no later than ten (10) minutes after the students' dismissal time and shall run for no more than sixty (60) minutes except in case of an emergency. On days when pupils are not present for all or part of the day, meetings shall run for no more than an amount of time that would extend the teacher's day to eight and 1/2 hours.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

b) PRIOR TO HOLIDAYS AND WEEKENDS

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

c) EVENING MEETINGS

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

Teachers shall be expected to attend graduation.

C. PREPARATION TIME

It is desirable that academic teachers, in addition to their lunch period, shall have daily preparation periods during which they shall not be assigned to any other duties, except in emergency situations. Except as may be provided for in unusual circumstances as agreed to by the Association and the Superintendent, all vocational teachers shall be scheduled for a duty free preparation/planning period. Non-classroom teaching staff members are expected to include in their daily schedules as approved by their supervisor an amount of time equal in length to one period for the purpose of preparation/planning. Coverage may be assigned during preparation periods, however, care should be taken to avoid more than three consecutive days of such assignments. The principal will maintain records of all such assignments. Such records shall annually be reported to the Association.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

D. EXTRACURRICULAR ACTIVITIES

Teachers participating in extracurricular activities which extend beyond the regularly scheduled in-school day school shall be compensated in accordance with Appendices II and III.

E. TEACHER WORK YEAR

1. TEN MONTH PERSONNEL

For the school year, the in-school work year for teachers employed on a ten-month basis (other than new personnel who may be required to attend an additional day of orientation) shall be 187 days and shall occur between September 1 and June 30 of each year.

2. CAREER TEACHERS

A career teacher shall be defined as a member of the certified teaching staff who voluntarily agrees to enter a twelve month career path.

a) Work Year: The work year shall be July 1 to June 30.

Holidays shall be those named for all other twelve month employees. Each employee shall receive 20 days paid vacation per year which, to the extent possible, shall be taken when students are not in attendance. Ten days of carried over vacation shall be permitted.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

E. TEACHER WORK YEAR - Continued

2. CAREER TEACHERS - Continued

- b) Work Day: Employees shall work a day that is ordinarily seven and one half to eight hours in length. Hours may vary from time to time as the demands of the job change. Adjustments in work day hours should be discussed with the building principal. Night and weekend work is occasionally required of any career professional. The Superintendent may provide compensatory time whenever evening or weekend workloads become excessive.
- c) Employees shall be assigned a work load that is similar in nature to the work load carried by all twelve month employees.
 - 1) Classroom teachers shall be assigned in accordance with sound professional judgments and shall be eligible for additional compensation at rates/amounts that are in effect for regular classroom teachers.
 - 2) All other personnel; School Nurse, Cooperative Education Teachers, Librarian, Social Worker, LDTC, Speech Therapist, Guidance Counselor, Vocational Evaluator, Disciplinarian, Public Information Officer, and other full time non-classroom teaching positions shall be afforded all of the rights and privileges of the Master Agreement except those that apply to teaching load.

ARTICLE XII (Continued)

TEACHING HOURS AND TEACHING LOAD

E. TEACHER WORK YEAR - Continued

2. CAREER TEACHERS - Continued

d) Sick Leave: Twelve sick days per year.

e) Salary: Their current ten month salary plus 20%.

3. INCLEMENT WEATHER

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

ARTICLE XIII

SALARIES

A. SALARY GUIDE

The salary guides for 1987-88, 1988-89, and 1989-90 are attached. Salary will be determined in accordance with the levels specified in each guide. All persons shall be placed on the 1987-88 guide at the level specified in Appendix I.

B. PAYMENT FOR ADVANCED DEGREE

Persons who acquire an advanced degree (M.A., M.S.) in a teaching field previously approved by the Superintendent shall receive a one-time lump sum payment as follows:

M.A. with no credits reimbursed by the Board	\$3,000
M.A. with up to 15 credits reimbursed by the Board	\$1,500
M.A. with up to 25 credits reimbursed by the Board	\$ 750

C. COURSE REIMBURSEMENT

1. Course approval request shall be submitted to the Superintendent as follows:

Spring Courses - January 15

Summer Courses - June 15

Fall Courses - September 15

2. Course reimbursement shall be limited to those persons who take approved courses in their assigned departmental areas.

ARTICLE XIII (Continued)

SALARIES

C. COURSE REIMBURSEMENT - Continued

3. Teachers shall be entitled to tuition reimbursement at the state college graduate rate for up to six (6) credits per year.
4. Persons who elect course reimbursement are not eligible for lump sum payments.
5. To qualify for reimbursement, the courses must be in the teacher's area of certification or part of an advanced degree program and must be completed with a grade of "C" or better.
6. Effective July 1, 1984, teachers may elect for a lump sum payment or course reimbursement. Lump sum payments shall be made upon certification by the college or university that the advanced degree has been conferred. All advanced degree programs must be approved by the Superintendent before a teacher matriculates in order for the teacher to be eligible for a lump sum payment.

D. TRAINING PROGRAMS

Training programs which will improve a teacher's skill may be paid in full to include living expenses upon approval of the Superintendent.

ARTICLE XIII (Continued)

SALARIES

E. PAY DAY

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. An annual pay day schedule shall be developed in consultation with the Association.

F. FINAL DAY

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

ARTICLE XIV

HEALTH BENEFITS:

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

HEALTH INSURANCE:

For the three years that this contract shall be in force, health benefits coverage for eligible employees shall continue as that provided by the Board during the 1986-87 school year, however the district plan will include a prescription plan, \$2.00 Copay w/o contraceptives. An HMO option was discussed and it was agreed that membership in an HMO plan would not be considered during the life of this agreement.

SALARY:

As attached.

EXTRA CURRICULAR:

As attached

ARTICLE XV

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its teachers who authorize such deductions in writing at the beginning of each school year dues from the Sussex County Vocational-Technical Teacher's Association, the Sussex County Education Association, the New Jersey Education Association, or the National Education Association. Such deduction shall be made in compliance with Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A. 52:14-15, 93) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Sussex County Vocational-Technical Teacher's Association by the 15th day of each month following the monthly pay period in which the deductions were made. The Secretary of the Association shall disburse such moneys to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice ninety (90) days in advance to the effective date of such change.

ARTICLE XV (Continued)

DEDUCTION FROM SALARY

B. LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from teachers' salaries moneys from local, state and/or national association services and to transmit the moneys to such Secretary of the SCVTT Association. Any teacher may have deductions discontinued as provided in Chapter 233 - N.J. Public Laws of 1969 (N.J.S.A.A. 52:14-15, 9e) and rules and regulations promulgated pursuant thereto.

C. TAX SHELTERED ANNUITY

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

D. PAYROLL SAVINGS PLAN

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

ARTICLE XVI

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. A request to conduct subsequent negotiations shall be filed in accordance with the time line and procedures established by law. Any agreement so negotiated shall apply to all teachers, be reduced to writing and signed by the Board of Education and the Association, and be adopted by the Board and the Association.

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

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

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION

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

B. SEPARABILITY

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

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

ARTICLE XVII (Continued)

MISCELLANEOUS PROVISIONS

D. PRINTING AGREEMENT

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

E. NOTICE

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

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

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

APPENDIX I

SALARY GUIDE

<u>LEVEL</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$22,150	\$23,922	\$26,622
2	24,150	26,082	28,782
3	26,150	28,242	30,942
4	28,650	30,942	33,642
5	31,150	33,642	36,342
6	33,650	36,342	39,042
7	36,150	39,042	41,742
8	38,650	41,742	44,442
9	41,150	44,442	47,142
10	43,650	47,142	49,842

APPENDIX II

* 1987-88

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
Football	\$2,543	\$2,943	\$3,057	\$3,579	\$3,955
Basketball	2,333	2,694	2,804	3,282	3,627
Wrestling	2,333	2,694	2,804	3,282	3,627
Baseball	2,121	2,448	2,794	2,984	3,296
Softball	2,121	2,448	2,794	2,984	3,296
Track	2,121	2,448	2,794	2,984	3,296
Swim Coach	2,121	2,448	2,794	2,984	3,296
Cross Country	1,472	1,670	1,727	1,991	2,179
Tennis	1,472	1,670	1,727	1,791	2,179
Bowling	1,067	1,201	1,228	1,416	1,543
Asst. Football	1,652	1,911	1,986	2,327	2,574
Asst. Basketball	1,514	1,749	1,821	2,133	2,359
Asst. Wrestling	1,514	1,749	1,821	2,133	2,359
Asst. Baseball	1,275	1,489	1,703	1,911	2,112
Asst. Softball	1,275	1,489	1,703	1,911	2,112
Asst. Track	1,275	1,489	1,703	1,911	2,112
Asst. Swim Coach	1,275	1,489	1,703	1,911	2,112

APPENDIX II

1988-89

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
Football	\$2,746	\$3,178	\$3,302	\$3,865	\$4,271
Basketball	2,520	2,910	3,028	3,545	3,917
Wrestling	2,520	2,910	3,028	3,545	3,917
Baseball	2,291	2,644	3,018	3,223	3,560
Softball	2,291	2,644	3,018	3,223	3,560
Track	2,291	2,644	3,018	3,223	3,560
Swim Coach	2,291	2,644	3,018	3,223	3,560
Cross Country	1,590	1,804	1,856	2,150	2,353
Tennis	1,590	1,804	1,856	2,150	2,353
Bowling	1,152	1,297	1,326	1,529	1,666
Asst. Football	1,784	2,064	2,145	2,513	2,800
Asst. Basketball	1,635	1,889	1,967	2,304	2,548
Asst. Wrestling	1,635	1,889	1,967	2,304	2,548
Asst. Baseball	1,377	1,608	1,839	2,064	2,281
Asst. Softball	1,377	1,608	1,839	2,064	2,281
Asst. Track	1,377	1,608	1,839	2,064	2,281
Asst. Swim Coach	1,377	1,608	1,839	2,064	2,281

APPENDIX II

1989-90

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
Football	\$2,966	\$3,432	\$3,566	\$4,174	\$4,613
Basketball	2,721	3,143	3,270	3,829	4,230
Wrestling	2,721	3,143	3,270	3,829	4,230
Baseball	2,474	2,856	3,257	3,481	3,845
Softball	2,474	2,856	3,257	3,481	3,845
Track	2,474	2,856	3,257	3,481	3,845
Swim Coach	2,474	2,856	3,257	3,481	3,845
Cross Country	1,717	1,948	2,004	2,322	2,541
Tennis	1,717	1,948	2,004	2,322	2,541
Bowling	1,245	1,400	1,432	1,652	1,800
Asst. Football	1,927	2,229	2,316	2,714	3,002
Asst. Basketball	1,766	2,040	2,124	2,488	2,752
Asst. Wrestling	1,766	2,040	2,124	2,488	2,752
Asst. Baseball	1,487	1,737	1,986	2,229	2,463
Asst. Softball	1,487	1,737	1,986	2,229	2,463
Asst. Track	1,487	1,737	1,986	2,229	2,463
Asst. Swim Coach	1,487	1,737	1,986	2,229	2,463

APPENDIX III

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Newspaper Advisor	\$ 924	\$ 998	\$ 1,078
Yearbook Advisor	3,240	3,500	3,780
Student Council Advisor	2,000	2,160	2,333
Senior Class Advisor	1,173	1,267	1,368
Junior Class Advisor	704	760	821
Sophomore Class Advisor	644	696	752
Freshman Class Advisor	644	696	752
Cheerleading Advisor - Varsity	1,080	1,166	1,259
Cheerleading Advisor Junior Varsity	810	875	945
FFA Advisor	1,017	1,098	1,186
Greenhouse Advisor	2,225	2,403	2,595
Varsity Club Advisor	1,040	1,123	1,213
Drama Club Advisor	677	731	789
National Honor Society Advisor	596	644	696
Dance Club Advisor	780	842	909
Coordinator of Vocational Education	4,320	4,666	5,038
Special Olympics Advisor (2)	1,080	1,166	1,260
Staff Liaison	4,320	4,666	5,038
LPN Director (2)	1,080	1,166	1,260
Peer Counseling Advisor	1,080	1,166	1,260
Affirmative Action Officer	1,620	1,750	1,890
AVA Technician	2,160	2,333	2,520
Hazardous Substance Coordinator	4,320	4,666	5,038
Basic Skills Coordinator	4,320	4,666	5,038
Public Relations Editor	1,080	1,166	1,260
Stop DWI Advisor	750	810	875
After School Make-Up Program Instructor (Per Semester)	1,080	1,166	1,260

SIGNATURE PAGE

SUSSEX COUNTY VOCATIONAL
TECHNICAL SCHOOL TEACHERS'
ASSOCIATION

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

By: Nancy J. Vargo
President
Date: May 22, 1987

By: Edwin F. Darda
President
Date: May 22, 1987

By: Susan W. Makonechay
Secretary
Date: May 22, 1987

By: Frank L. McChang
Secretary
Date: May 22, 1987