

Agreement between the
Hudson County Area
Vocational-Technical Education Association

INSTRUCTIONAL MEMBERS

And

The Board of Education of the
Hudson County Schools of Technology

INSTRUCTIONAL CONTRACT YEARS

July 1, 2003 – June 30, 2004

July 1, 2004 – June 30, 2007

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PREAMBLE

This agreement is made and entered into on July 1, 2003 by and between the Board of Education (hereinafter referred to as the “Board”) and the Hudson County Area Vocational-Technical Education Association, (hereinafter referred to as the “Association”).

ARTICLE 1

PRINCIPLES

Section 1. Attainment of the objectives of the educational programs conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel and non-instructional personnel.

Section 2. This agreement is negotiated in order to establish for its duration the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article 2 attached hereto and made a part hereof.

Section 3. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 4. The Board and the Association, the parties to the agreement, accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

Section 5. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other within reasonable time, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

ARTICLE 2
RECOGNITION

Section 1. The board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract, to be employed by the Board for the duration of the agreement.

Section 2. Unless otherwise indicated, the term “teachers”, and full time substitute teachers, when used hereafter in this Agreement shall refer to all staff appropriately certified by the State of New Jersey, Department of Education for the position they hold represented by the Association in the negotiating unit excluding all certificated administrators.

ARTICLE 3
MODIFICATION OF AGREEMENT AND NEGOTIATION OF
SUCCESSOR AGREEMENT

Section 1. The Board agrees to enter into collective negotiations with the legally designated bargaining agent of the teachers 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 teachers' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Section 2. During negotiations, the Board and the Association of their respective representatives shall present relative data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection any pertinent records, data, and information of the Hudson County Schools of Technology as provided in Article 6, Section 1 of this agreement.

Section 3. Neither party in any negotiations shall have any control over the negotiating representatives of the other party.

Section 4. Meetings:

- a. Representatives of the Board and the Association's negotiating committee shall meet as needed for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- b. The party requesting the meeting shall submit to the other, at least three (3) calendar days prior to the meeting an agenda covering matters they wish to discuss.
- c. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- d. Should a mutually acceptable amendment to this agreement be agreed on by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

Section 5.

Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on effective date of this Agreement to the 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, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

Section 6.

This agreement incorporates the entire understanding of the parties on all matters which were or could have been 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 knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 7.

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement. The Board and Association also agree that all negotiations shall be conducted in private and that reasonable confidentiality be maintained by both parties.

Section 8.

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 4
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by a teacher or the Association based upon interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers.
2. An ‘aggrieved person” is an employee, employees, or the Association, directly affected by a grievance.
 - a. 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 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 teacher having a grievance to discuss the matter informally with his principal or immediate supervisor, and having a grievance adjusted without participation of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Level One – Principal or Immediate Supervisor

A teacher with a grievance shall first discuss it with his or her Principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If after such discussion, the matter is not resolved to the satisfaction of the teachers within five (5) school days, he shall present his complaint in writing to the Principal. The Principal shall communicate his or her decision to the teachers in writing within five (5) school days after the receipt of the written complaint

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after written presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was first presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The appeal to the Superintendent shall be in writing and shall set forth the grounds upon which the grievance is based. The Superintendent shall meet with the aggrieved person within ten (10) school days of receipt of the appeal if the teacher so requests. The Superintendent shall render his decision within ten (10) school days after the conclusion of such conference or conferences or twenty (20) days

after receipt of the written appeal, whichever is sooner. Such decision shall be in writing to the aggrieved person and the Principal.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or twenty-five (25) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board, such review shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Within fifteen (15) days after receiving the request, the Board shall review the grievance, hold a hearing with the aggrieved person, if requested by the letter, and render its decision in writing to the teacher and to the Secretary of the Board of Education within ten (10) school days after the hearing, or fifteen (15) school days after receipt of the request for a review, whichever is sooner.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days, after the grievance was delivered to the Board, he may, within five (5) school days, after a decision to the board or twenty (20) school days after the grievance was delivered to the Board whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance within fifteen (15) school days after receipt of a request by the aggrieved person. If the Association determines that the grievance is not meritorious and should not be submitted to arbitration by the Association, the aggrieved person,

individually, shall have the right to submit his grievance to arbitration within fifteen (15) days after receipt of notice from the Association that it will not pursue his grievance to arbitration. A copy of the Association's notice to the aggrieved person shall be served upon the Board. In the event the aggrieved person request arbitration without the Association's approval, the Association shall not be responsible for any costs incurred in pursuing the grievance.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Association or the aggrieved person pursuing his grievance without Association approval shall petition the American Arbitration Association/PERC for a list of arbitrators. The parties shall then be bound by the rules and procedures of the American Arbitration Association/PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and the Association and shall hold hearings promptly and shall issue a decision. The arbitrator shall have the right to frame issues when either party cannot agree on the issues, and shall not issue awards which are in violation of law or public policy, nor shall he issue awards which are outside the scope of the grievance definition contained herein, or which may violate the terms of this agreement. The determination of the arbitrator shall be binding.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be borne equally by the board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Right of Employees to Representation

1. Any aggrieved person may be represented at all stages of the 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.
2. The parties in interest may call upon competent professional or lay representatives and consultants, including members of the administrative and supervisory staffs, to attend meetings for which provision is hereinabove made, and to participate in the discussions thereto.

E. Miscellaneous

1. If, in judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Where a group or class of teachers presents a grievance, it shall submit with its grievance a request a list of the individual employees who are its members and the names of the persons who will represent the group or organization at all proceedings herein outlined.
3. Decisions rendered at Level One which are unsatisfactory to the Aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
4. 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 files of any of the participants.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. 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.

E. Amendment to Procedures

1. This procedure may be amended upon mutual agreement of the Board and the Association provided that any such amendment shall not apply to or affect any grievance which shall be pending at the time of the adoption of such amendment.

ARTICLE 5
TEACHERS' RIGHTS

Section 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly selected board exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive any teacher the enjoyment of any rights conferred by Chapter 123, public laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliate's collective negotiations with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict any teacher or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be in addition to those provided elsewhere.

Section 3. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. The Board shall notify any employee prior to the filing of any formal charges against him or her, or, in the event that notification is difficult under the circumstances, the Board shall make every effort to notify the individual prior to such filing of charges. This

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provision should not apply in the case of the non-renewal of a non-tenured teacher. In the event that notification is by mail, notification shall be complete upon the Board's obtaining a receipt of mailing from the Post Office.

Section 4. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the salary or any increments pertaining thereof, then he or she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him or her and represent him or her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

Section 5. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

Section 6. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Hudson County Schools of Technology school district based upon his or her professional judgment of available criteria pertinent to any given subject area of activity to which he or she is responsible. No grade or evaluation shall be changed without approval of the teacher.

Section 7. The teacher shall have the authority in the classroom, provided his/her actions do not conflict with any educational principles or existing law.

Section 8. Any criticism by a supervisor, administrator, or board member of a teacher and his or her instructional methodology shall be made in confidence and not in the presence of students or parents and shall not be made at public gatherings.

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. The Board agrees to make available to the Association a response to reasonable requests from time to time all available information concerning the educational programs and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances or complaint. Regarding such requests for information: they shall be made by advance written notice to the Secretary of the Board; they shall not interfere with normal office procedure of the Board of Education; no records shall leave the Board of Education offices; and the expense of duplicating any data shall be borne by the Association.

Section 2. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.

Section 3. Representatives of the Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business in school buildings or on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that a one (1) week notice be given to the Superintendent and approval be obtained from the Board.

Section 4. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operations, and provided that a one (1) week written notice be given through the Superintendent and approval obtained from the Board President or Vice President. The chief administrator of the building shall be notified two (2) days in advance of the time and place of all such meetings and permission shall not be unreasonably withheld.

Section 5. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment if not otherwise in use, excluding copy machines. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and damage to said equipment through use.

Section 6. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board subject to the suppliers' approval.

Section 7. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teacher's room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be reasonably designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building supervisor, but no approval shall be required.

Section 8. The Association shall have the right to use, within reason, the inter-school mail facilities and school mail boxes as it deems necessary and with the approval of the buildings' principals or other members of the administration and

that approval shall not be unreasonably withheld. This provision is inapplicable to bulk mail.

Section 9. The Board shall grant leave with pay to the President of the Association or another officer designated by him during his term of office. Said combined leaves are not to exceed ten (10) days in a single school year. The purpose of such leave is to attend conferences and conventions of N.E.A. and N.J.E.A. and other meetings important to the Hudson County Area Vocational Technical Education Association business and educational goals for the Hudson County Schools of Technology. Additional leave may be granted at the discretion of the Superintendent, upon written request stating the reason for additional leave.

Section 10. The Association shall be invited to participate in all orientation programs for new teachers in September.

Section 11. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the teachers and to no other organization.

Section 12. The Association, through its President at his home address, shall receive advance written notice of the full agenda for:

- a. The Board of Education's monthly public meetings at least three (3) days in advance; said agenda is subject to last minute changes;
- b. Negotiation meetings of the Association and the Board, or between their respective representatives, if the Board calls such meetings.

Section 13. The Board shall provide the Association, wherein an Association president is employed, with adequate office space, desk and telephone at a location and of a description to be mutually agreed upon.

Section 14. The Board and the Association agree to answer each other's written inquiries.

Section 15. The Board agrees to deduct 85 percent of the usual union dues for non-members excluding those not covered under the recognition clause.

ARTICLE 7

TEACHER WORK YEAR

Section 1. In School Work Year

- a. The in-school work year for teachers employed on a ten month basis shall not exceed one hundred and eighty-five (185) days but not less than one hundred and eighty (180) days.
- b. The in-school work year shall include days when pupils are in attendance, orientation days and any other days in on which teacher attendance is required.

Section 2. School Calendar

- a. A copy of the school calendar for the forthcoming year shall be given to each teacher when he or she receives his or her final paycheck in June and/or at the time of salary notification.
- b. Teachers shall be notified in writing of any change in the new school calendar made after the original copy is distributed in June, within ten (10) days of the date such change is made.

ARTICLE 8
TEACHING HOURS AND TEACHING LOAD

Section 1. The school week shall be five (5) days and no longer than twenty-five (25) hours. Any teacher who is officially required to work beyond the regular-in-school work Year as defined in Article 7 of this Agreement shall be compensated at the rate of $1/200^{\text{th}}$ of his annual salary per day or proportionately per hour.

- a. All teachers will be given forty (40) minutes of preparation time and a forty (40) minute lunch period. Total contact time will be 300 minutes per day. The school day will be 6 hours and 30 minutes. All teachers will be compensated for additional class coverage of at least 5 students or more per period in the academic program accepted at the rate of one-fourth ($1/4$) of a day per period covered, and in the vocational program at a rate of one-half ($1/2$) compensation day accrued for each one-half ($1/2$) day coverage.
- b. Early dismissal. Instructional staff shall be granted early dismissal for any event, i.e. parents night, open house, for which they are required to return to school. The Superintendent shall have the right to select the day for early dismissal. The date selected shall be within a reasonable amount of time.

Section 2. Compensation Time – Pay Out (optional)

- a. Compensation time will be paid out provided a written request by the employee is submitted to the Board of Education on or before June 30th of the year in question.
- b. Compensation time will only be bought back for the year it is accrued.
- c. The payout will be based on half pay from the year it is earned.

- d. If the employee chooses not to take advantage of the buyout, the compensation days automatically convert to sick time at the end of the school year and are accumulative.

Section 3. Teacher Day

- a. As professionals, teachers are expected to devote to their assignment the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by signing in and out of the appropriate column of the faculty sign-in book.
- b. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day.
- c. Teachers are expected to report for duty on time. Lateness should be avoided. The fifth lateness shall result in a hearing before the immediate supervisor. A \$25 per day penalty will be imposed for every lateness in excess of 25 days during the year.
- d. Although the "teacher day" defines only the period a teacher must spend in school, every teacher, regardless of his specified period, has the responsibility of assisting students when they require or request help; of conferring with parents about pupil progress; of consulting with colleagues, supervisors or administrators on professional matters; and of seeking to improve professional competence and classroom skills. The teacher carries the responsibility of professional responsiveness throughout his working hours. The teacher has the responsibility of putting maximum effort into every teaching situation.

Section 4. Teaching Load

- a. Whenever practicable, the maximum daily shared-time vocational teaching load shall be considered to be two (2) and one-half (2 ½) hour sessions.
- b. Every teacher must be thoroughly prepared to provide a profitable lesson to every student, in every class, every day of the school year. A teacher is responsible for short-range and long-range planning, in appropriate units, and for the content, sequence and methodology for teaching his or her subjects. In our rapidly changing world, every teacher is responsible for continuously evaluating the content, methodology and materials he or she uses. He/she has the obligation of adapting and improving them in his or her own style of teaching. Standardized lesson plans give little help to the substitute teacher. Therefore, every teacher is responsible for having full standby lessons, not necessarily the ones he or she would teach, ready for substitute in the event of an absence, expected or unexpected.
- c. Whenever practicable, teachers shall not be required to teach more than two (2) subject areas nor more than a total of two (2) teaching preparations.
- d. Wherever practicable, classroom teachers shall not be required to change subject area teaching stations more than two (2) times during the school day.

Section 5. Lunch Periods

- a. Teachers shall have a daily duty-free lunch period.
- b. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

Section 6. Meetings

- a. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of

attending faculty or other professional meetings three (3) days each month.

- b. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding a holiday, or any other day when teacher attendance is not required at school, except in an emergency.
- c. An association representative may speak to the teachers during any meeting referred to in Paragraph 1 above for at least five (5) minutes upon the request of the representative.
- d. The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, subject to last minute changes. Teachers shall have the opportunity to suggest items for the agenda. In case of an emergency the three (3) day notice shall be considered to be waived.

Section 7. Preparation Time

Teachers shall, in addition to their lunch period, be assigned preparation time of at least five (5) periods per week.

Section 8. Substitutions

- a. The Board agrees to maintain an adequate list of substitute teachers at all times. Regular teachers must call a telephone answering service between 4:00P.M. AND 7:30A.M. to report unavailability for work. It shall then be the responsibility of the administration to secure substitutes for absent teachers.
- b. The subject of substitutions shall be reopened for discussion in the event the Board's efforts to increase the substitute pool and the incentive plan should show unsatisfactory results in relieving the burden of the regular teachers.
- c. It is agreed that there shall be established a joint committee composed of representatives from the Association and the Board for the purpose

of studying extra curricular and co-curricular activities. The committee shall investigate all aspects of the present program, including but not limited to scheduling of activities, compensation, etc. Any agreement resulting from such study shall be reduced to writing and be made a part of this agreement.

- d. Board-approved field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the sponsoring teachers. Requests for field trips shall be made in writing to the Superintendent. The Board shall assume the transportation costs of such field trips and no field trip that has educational merit should be unreasonably denied.

ARTICLE 9
CLASS SIZE

Section 1. The goal for regular class size will not be in excess of twenty-four (24) pupils per teacher. Special education class sizes will be governed by State mandated class size. The Board will make every effort to continue its education policy to reduce class size.

ARTICLE 10
NON-TEACHING DUTIES

Section 1. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized too this end. The Board will endeavor to keep non-teaching duties within limits which are educationally sound and economically feasible. Such duties include, but are not limited to, collecting money from students for outside agencies.

Section 2. The Board and the Association agree that teachers have the obligation to assume leadership in activities they consider educationally useful. Every teacher has the responsibility of supervising to its conclusion any activity he or she has originated.

Section 3. Teachers should be active in the cultural, social and public affairs of the community in which they teach. This involvement is a voluntary one and should exemplify the best in citizenship because the teacher has a special obligation as a model for youth.

ARTICLE 11
TEACHER EMPLOYMENT

Section 1. Placement on Salary Schedule

- a. Each teacher shall be placed on their proper step of the salary schedule as of the beginning of the school year in accordance with paragraph “b” below. Any teacher employed prior to February 1st of any school year shall be given full credit for (1) year of service toward the next increment step for the following year.
- b. Credit up to the proper step on any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school or 1 step for every 2 years outside experience upon initial employment in accordance with the provisions of the salary guides.

Section 2. Teachers with previous teaching experience in the district shall, upon returning to the system, receive full credit on the salary guide for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System; also Peace Corps, VISTA or National Teacher Corps work and time spent on Fulbright or other scholarship. Teachers with previous experience in the district who have not been engaged in other teaching or the activities listed above shall, upon returning to the system, be restored to the next position on the salary guide above that at which left, provided they left after March 1st of the last active school year of service in the district. Those persons who left between December 1 and February 28 of the last active school year will, in the discretion of the Superintendent, weighing such factors as length of service, reason for leaving, etc., be placed either at the same position or the next position on the salary guide.

Previously unused accumulated sick time shall be restored to all returning teachers. Non tenured teachers shall be notified of their contract and salary status for the ensuing year in accordance with Title 18A.

ARTICLE 12
SALARIES

Section 1. The salary of each teacher covered by this Agreement is set forth in the salary guides which are attached hereto and made a part hereof.

Section 2. Method of Payment

- a. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- b. Pay checks are to be available prior to lunch hour on or before the 15th and the end of each month.
- c. 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.

Section 3. Stipends

- a. Guidance: \$ 1,200
- b. LDTTC: \$ 1,200
- c. Social Worker: \$ 1,200

Section 4. Longevity shall be strictly based on the number of years of service in this school district only. Longevity will be three (3) percent for ten (10) years of service and five (5) percent at the completion of fifteen (15) years of service, and eight (8) percent at the completion of twenty (20) years of service.

Section 5. Any employee employed prior to January 1, of any school year shall be given full credit for one (1) year service toward longevity for the following year. Employees employed after January 1 but prior to June 30 shall not benefit from longevity credit that year (effective July 1, 1985).

Section 6. Certified Non-Degree teachers shall receive a \$500 stipend for National Certifications obtained, subject to pre-approval by the Board.

ARTICLE 13
TEACHER ASSIGNMENT

Section 1. Notification

- a. All teachers shall be given written notice of their tentative class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1.
- b. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 1, 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 Superintendent or his representative and the Association. In the event of any disagreement to the above provisions, the dispute shall be subject to the grievance procedure set forth herein.
- c. 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 therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative person at such meeting.

ARTICLE 14
VACANCIES

Section 1. Notification of Vacancies

- a. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
- b. Teachers who desire a change in subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1st.
- c. As soon as practicable, and no later than the last day of school, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred (whether voluntary or involuntary) and the nature of such reassignment or transfer.

Section 2. The Board of Education shall post for and fill Board approved extra-curricular positions and compensate same at the rates negotiated with the Association.

ARTICLE 15
PROMOTIONS

Section 1. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator/supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government solely within control of the Board shall be adequately publicized by the Superintendent in accordance with the following procedure:

When school is in session, a notice shall be posted in each school, not less than ten (10) school days but not more than thirty (30) calendar days before the final date when applications must be submitted. If any injustice occurs as a direct result of this abbreviated posting period, the time period for posting shall revert to thirty (30) school days. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing a receipt of all applications. A list of such applicants shall be sent to the Association.

Teachers who desire to apply for a promotional position which may be during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty one (21) days before the final date when applications must be submitted, but not less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school. A copy of said notice shall be given to the Association.

Section 2: In both situations set forth in Section 1 above, the qualifications, the position, its duties and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not change when such future vacancies occur unless the Association has been notified in advance of such change and the reasons therefore. A disagreement for the necessity for such changes shall be subject to the grievance procedure set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

Section 3: Appointments

- a. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until properly submitted applications have been considered. The Board agrees to give due consideration to professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board.
- b. Appointments shall be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the interested teacher. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building and a list will be given to the Association indicating which positions have been filled and by whom.
- c. Section 1, “a” and “b” sets forth the period for timely applications.

Section 4. Salary Adjustments

All temporary or acting positions must adhere to the promotional procedures described herein and carry the same reimbursement/compensation rates as now exist.

ARTICLE 16
TEACHER EVALUATION

Section 1. Non-tenured Teachers

“Non-tenured” teachers shall be evaluated by their immediate supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by conference between the teacher and the immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improvement in instruction. The responsibility for evaluation shall be shared by the immediate supervisor, the Vice-Principal and the Principal.

Section 2.

- a. 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, cameras, audio systems and similar surveillance devices shall be strictly prohibited.
- b. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Education to supervise instruction and/or persons presently employed in this capacity, or other persons agreed on by the Association.
- c. A teacher shall be given a copy of any class visit evaluation report or rating prepared by his or her evaluator before it is submitted to the central office or placed in the teacher’s personnel file. No teacher shall be required to sign a blank or incomplete evaluation form.
- d. Every supervisor has the duty to observe formally and evaluate a teacher if requested to do so.

Section 3. Evaluation Procedure

- a. Prior to any evaluation report, the immediate supervisor of the teacher shall have had appropriate communication, including but not limited to all steps in paragraph “b” which follows and the provisions of Article 26, Section 2 of this Agreement with said teacher regarding his performance as a teacher.
- b. Evaluation reports shall be presented to each teacher by his immediate supervisor in accordance with the following procedures:
 1. Such reports shall be issued in the name of the immediate supervisor based on compilation of reports and observations by any or all supervisors or personnel who come into contact with the teacher in a supervisory capacity.
 2. Such reports shall be addressed to the teacher.
 3. Such reports shall include, when pertinent:
 - a. Area of strength of the teacher as evidenced during the period since the previous report.
 - b. Area of growth of the teacher during the period since the previous report.
 - c. Specific suggestions as to measures that the teacher might take to improve his performance in each of the areas wherein weakness has been indicated.

Section 4. Personnel Records

- a. A teacher shall have the right, upon request, to examine and duplicate the contents of his personnel file.
- b. No material derogatory to a teacher’s conduct, service, character or personality shall be placed in his or her personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he or she had the

opportunity to review such material by affixing his or her 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 Superintendent or his designee and attached to the file copy.

- c. 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 that is not available for the teacher's inspection.

Section 5. Final evaluation of a teacher upon termination of his or her 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 17
FAIR DISMISSAL PROCEDURE

Section 1. Each year the board shall give each non-tenured teacher continuously employed since the preceding September 1st either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board or the Association, or
- b. A written notice that such employment shall not be offered.

Section 2. Any non-tenured teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

Section 3. Any non-tenured teacher who has received such notice of non-employment and statement of reason may, if he or she is not satisfied, file a grievance to commence at Level Two (2) and shall not go beyond Level Three (3).

ARTICLE 18
COMPLAINT PROCEDURE

Section 1. Any complaints regarding a teacher made to any member of the administration or by any parent, student or other person which does or may influence evaluation of a teacher or interfere with a teacher's rights shall be processed according to the procedure outlined below.

Section 2. The Principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

Section 3. The teacher shall have the right to be represented by the Association at meetings or conferences regarding such complaint.

Section 4. Procedure

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint.

Step 2: Any complaint unresolved under Step 1, at the request of the teacher, shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all concerned.

Step 3: Any complaint unresolved at Step 2 may be submitted, in writing by the complainant or the teacher, to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4: Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5: If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7: Any Board action taken under Step 6 may be submitted by the teacher to the grievance procedure as set forth in Article 4 of this Agreement and shall commence at Level "4".

ARTICLE 19
TEACHER FACILITIES

Section 1. By the beginning of the school year, each school shall have the following facilities:

- a. A private pay telephone in each school.
- b. Copies, exclusively for each teacher's use of all texts used in each of the courses he or she is to teach.
- c. Adequate chalkboard and bulletin space in every classroom.,
- d. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- e. A serviceable desk and chair for the exclusive use of the teacher.
- f. A private space should be provided in each school for testing and/or counseling by individual teachers or the Child Study Team, if space is available.
- g. All classroom locks shall be maintained in proper working condition and be replaced when necessary.

Section 2. By the beginning of the school year, each school shall have the following facilities, whenever practicable:

- a. Space for each teacher within each instructional area in which he or she teaches to store his or her instructional materials and supplies.
- b. A complete and unabridged dictionary in every classroom.
- c. Suitable storage space with lock and key for each teacher to store coats, overshoes, and personal articles, and file cabinet.
- d. All material necessary for opening school shall be ordered for delivery in time to make materials available to teachers on the first day of each school year.
- e. Teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

- f. Appropriately furnished rooms which shall be reserved for the exclusive use of the teachers as faculty lounges, with refrigerator and cooking unit. 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.

ARTICLE 20
TEACHER ADMINISTRATION LIAISON

Section 1. The Board of Education and the Association agree that monthly faculty meetings within each school should enable teachers to talk about their concerns and problems and to participate in decisions affecting their own welfare and education of the children in the classrooms. Areas of concern shall include, but not be limited to: curriculum, instructional materials, personnel practices, promotions and extra curricular activities. To carry out this idea, the agenda for faculty meetings should reflect what is uppermost in the mind of the teachers. It is agreed that a faculty council elected by the entire staff should be the vehicle for transmitting in a viable agenda, worked out in advance during the school day, the ideas and feelings of teachers to the principal in each school.

Section 2. In order to provide a direct line of communication between teachers and the administration, and to stimulate and strengthen student growth and development, the

Superintendent of Schools will be authorized to;

- a. Organize system wide task groups, representing administrators, supervisors and classroom teachers.
- b. To take any action in Public Relations which he feels necessary and practicable to reach the goals stated above.

Section 3. The Superintendent of Schools and/or his designated representative shall be ex-officio members of each Faculty Council. Further, the Superintendent shall be kept apprised of the workings and of the recommendations of each Faculty Council. He shall receive copies of all agendas and minutes of the meeting within a reasonable time from the Principal of each school.

Section 4. The Association's representative shall meet with the Superintendent and a representative of the Board at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

Section 5. The Superintendent of Schools shall be responsible for handling the Board's relations with the professional members of the Association except in matters pertaining strictly to routine business office procedures.

ARTICLE 21
PERMANENT CURRICULUM COMMITTEE

Section 1. The purpose of the Curriculum Committee shall be to strengthen the educational program and the effective operation of the schools through recommendations, research, implementation and evaluation, to best meet the needs of the students and the community. The purpose of the Curriculum Committee will also be to suggest innovation and changes where such needed.

Section 2. Organization

- a. The membership of the Committee shall reflect those concerned with education, i.e. all levels of the educational staff, parents, students and business/professional personnel of the community.
- b. The committee shall establish or revise its own rules of procedure, terms of service, selection of officers and other matters of organization.
- c. The committee shall meet at least once each school month with additional meetings to be scheduled as needed.
- d. The Committee and its sub-committees shall be provided with the same access to available school district information provided to the Association as specified in Article 6, Section 1, of this Agreement.

Section 3. Teacher Participation

- a. to enable the members of the permanent Curriculum Committee to perform their duties and to encourage greater interest and participation of all faculty members in the programs and efforts of the Committee, in-service work time of one and one-half (1 ½) hours within one school day shall be provided at least once

per month, or more frequently, as deemed necessary by the Committee. Teachers recognize and have a responsibility to remain until the business of the meeting is completed, even when it goes beyond the regular school day.

- b. Teachers may be provided with opportunities to continue or begin summer work on Curriculum, as stated in Article 26, Section 4, Paragraph “d”, of this Agreement.

ARTICLE 22

SICK LEAVE

Section 1 All teachers employed shall be entitled to fifteen (15) sick leave days, which shall include two personal 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.

- a. After any one school year, for absences in excess of 13 school days plus all credited accumulations, deductions shall be made at the rate of one-half $\frac{1}{2}$ substitute pay per school day according to the following schedule: Up to twenty (20) years of service, thirty (30) days.

Section 2. Teachers shall be given a written accounting of accumulated sick leave days no later than July 15th each year.

Section 3. Absence

- a. In cases of absence due to personal illness, it shall be the duty of the Medical Director, when so directed by the Superintendent, to visit the teacher and fully inform himself of the nature and

severity of the illness, and to report the result of his investigation to the Superintendent.

- b. In the event that the Medical Director shall report that all or any part of the absence is not due to personal illness, the employee shall be suspended with loss of full salary for a period of one (1) month, and upon repetition of the offense, may be dismissed.
- c. In the event that the Medical Director shall report that the illness is not sufficiently severe to justify the absence, full deduction of salary shall be made for such part of said absence as is deemed by him to be unwarranted.
- d. In all cases of absence due to personal illness continuing for In all cases of absence due to personal illness continuing for five (5) continuous school days or (5) calendar days in a given thirty (30) day period, the board may require a note from the employee's physician that they are cleared to return to work.

Section 4. Substitution Incentive Compensation

- a. Teachers, upon retirement, shall receive compensation for all unused sick leave days, accumulated from the beginning of employment as follows:
 - 1. Lump sum payment – one-half (1/2) of one (1) day's pay for each unused sick leave day, up to one hundred (100) days then full pay for any accumulated days over 100. One (1) days pay is defined as one-two-hundredth (1/200) of the teacher's final annual salary or;
 - 2. Accelerated retirement – the teacher may retire on a date which would facilitate consuming each unused sick leave day while compensation payments are made at the rate described above.

- b. Teachers, upon resignation, retirement, or RIF after the tenure year as follows shall be paid as provided in subsection a.1 above.
 1. In the event of death before retirement or resignation, the teacher's estate shall receive the lump sum payment according to the appropriate formulas described above.
 2. Implementation of the incentive program shall be under the following provisions:
 - The number of sick leave days beyond those which are provided in this agreement shall not be increased by substitution assignments.
 - The effectiveness of the incentive program shall be evaluated upon termination of this agreement to determine if its implementation has reduced absences and relieved the substitution problem. Continuation of this program depends upon its proven effectiveness.
 3. There will be no pay out for accrued sick time upon termination of a teacher for just cause.
 4. Teacher compensation for covering additional classes is accepted as sick day compensation.

Section 5. Sick Leave Incentive Plan

Any teacher who does not take any sick days during the school year shall receive a **\$400.00** one time bonus.

Any teacher who takes only **one sick day** shall receive a **\$350.00** one time bonus.

Any teacher who takes only **two sick days** shall receive a **\$300.00** one time bonus.

Any teacher who takes only **three sick days** shall receive a **\$250.00** one time bonus.

See Sick Incentive Addendum that follows

Any employee **using more than three (3) of these days** in any combination shall be ineligible for the sick leave bonus. The above bonus shall be paid in July.

SICK INCENTIVE ADDENDUM 7/1/2003: The sick leave incentive for all employees shall be increased by \$150 per year for each of the four years of this contract. This applies to “0” days out only. For this to take effect each year, the number of employees who become eligible must increase. This would apply only if an increase is realized in each year – otherwise the payout would remain static for that year.

**USE OF SICK LEAVE AND FAMILY ILLNESS DAYS SHALL COUNT
AGAINST THE EMPLOYEE IN CALCULATING THE
SICK LEAVE INCENTIVE BONUS.**

ARTICLE 23
TEMPORARY LEAVE OF ABSENCE

Section 1. Teachers shall be entitled to the following paid leave of absence each school year:

- a. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, subject to approval by the Superintendent whose approval shall not be unreasonably withheld. Written application to the teacher's principal or other immediate supervisor (copy to the Superintendent) for personal leave shall be made at least three (3) days before taking such leave, except in the case of emergencies. Unused personal days shall be cumulative as sick leave.
- b. Up to two (2) days each for the purpose of visiting other schools and attending meetings or conferences of an educational nature subject to approval of the Superintendent. Approval shall not be denied but for just reason. Request shall be made in writing to the Superintendent.
- c. Time necessary for attendance at legal proceedings directly related to the HCST or employment therein, and any other matter where the employee is required by law to attend, provided the lawsuit is not self-initiated. The request is subject to approval and shall be accompanied by a legal subpoena or notice of jury duty.
- d. Up to five (5) days at any one time in the event of the death of a teacher's mother, father, sister, brother, spouse, child, grandchild, *grandparent, or any other member of the immediate household. Up to 3 days for employees father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, *aunt, *uncle, niece or nephew. One day for cousin and any

other relative outside the immediate family defined above. *For employees side of family. In the event of the death of a teacher or student in the district, the principal or immediate supervisor of said teacher or student shall grant an appropriate number of teachers sufficient time off to attend the funeral.

- e. Family illness will include: spouse, child, parent, grandparent and any other individual for whom you have full responsibility or resides in your home. Your supervisor may request documentation. (Family illness shall be up to three (3) days at full pay in any one school year for serious illness as defined.)

This will count against the sick incentive. Serious illness means an illness, injury, impairment or physical or mental condition which requires:

- Inpatient care in a hospital, hospice, or residential medical facility; **or**
- Continuing medical treatment or continuing medical supervision by a health care provider; **or**
- illness or injury of an acute nature and sudden onset which requires that immediate attention and care be provided until the crisis has passed.

- f. Time necessary for personnel called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be filled on days when school is not in session. A teacher shall be paid his or her regular pay in addition to any pay which he or she receives from the State or Federal Government.

- g. Up to two (2) days each for five (5) representatives of the Association to attend conferences and/or conventions of state and national affiliate organizations. A copy of the agenda and a written report shall be submitted to the Superintendent within one (1) week of the conference or convention.

- h. Time necessary for recuperation from an accident in the performance of duties as an employee of the Board of Education.
- i. Other leaves of absence with pay may be granted by the Board for good reason, and the maximum number of temporary leave days for cases cited above may be extended at the discretion of the Board.
- j. Leaves taken pursuant to **Section 1** above shall be in addition to any sick leave to which a teacher is entitled.

ARTICLE 24
EXTENDED LEAVE OF ABSENCE

Section 1. The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years each for the purpose of engaging in activities of the Association or its affiliates.

Section 2. A leave of absence without pay up to two (2) years shall be granted to any teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright or other Scholarship.

Section 3. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said service and three (3) months after, or three (3) months after recovery of wounds or sickness at time of discharge.

Section 4. Maternity

- a. The Board shall adhere to State mandated regulations regarding maternity leave.
- b. The Board and the Association agree to conform with the current civil rights decisions in the courts now and/or on appeal.

Section 5. Other leaves of absence without pay may be granted by the Board for good reason. The maximum number of any extended leave of absence for cases cited above may be extended at the discretion of the Board.

Section 6. Return from Leave

- a. Upon return from leave granted pursuant to Section 2, 3 or 4 in this Article, a teacher shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections 1 and 5 of this Article.
- b. All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him or her upon his or her return, and he or she shall be assigned to the same position which he or she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- c. All extensions or renewals of leave shall be applied for in writing and the decision shall be rendered in writing. Leaves of absence without pay are also without board payments for group medical benefits and the Teachers Pension and Annuity Fund of New Jersey.

ARTICLE 25
SABBATICAL LEAVES

Section 1. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, for rest, or for other reasons of value to the school system.

The following activities will be considered appropriate:

- a. Formal study. A minimum of 6 points or credits per semester in the individual's own field or work or closely related field.
- b. Schedule of educational travel, planned in consultation with the Superintendent.

Section 2. Sabbatical leave shall be granted subject to the following conditions:

- a. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) teachers at any one time. Applications shall be given preference according to relative years of service and the value of the proposed use of leave to the school system.
- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and Superintendent, no later than October 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which sabbatical leave is requested.
- c. The teacher must have completed at least seven (7) full years of service in the Hudson County Schools of Technology in order to be eligible for a sabbatical for the purpose of study. A teacher must have completed at least ten (10) full school years of service in this district in order to be eligible for a sabbatical for the purposes of educational

travel. A teacher must have completed at least twenty (20) full school years of service in this district in order to be eligible for a sabbatical for the purpose of rest.

- d. A teacher on sabbatical leave for a full school year shall be paid by the Board at one-half (1/2) of the salary which he or she would have received if he or she had remained on active duty. The salary shall be paid in the same manner and at the time that salaries are paid to other members of the teaching staff. The Board shall pay the teacher full pay if the sabbatical leave is for one-half (1/2) the school year.
- e. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level that he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- f. Upon return from a sabbatical leave, a teacher may be returned to at least the same position and the same school to which he or she was assigned when such leave was taken.
- g. Service on sabbatical leave shall count as active teaching service for the purposes of retirement, and contributions to the Teachers Pension and Annuity Fund of the State of New Jersey shall be continued.
- h. Payment for health insurance, contributory life insurance, credit union and/or other items authorized by the teacher shall also be continued while said teacher is on sabbatical leave.
- i. Prior to sabbatical leave, a teacher shall sign a letter of agreement to insure his or her return for at least two (2) full years.
- j. All sabbatical leaves granted for study must be documented by the college or university the teacher is attending. A minimum of six (6) credits for each semester will be required. A doctoral thesis is allowed.
- k. Subsequent sabbatical leaves may be granted to teachers as follows: one for each seven (7) years of continuous service following the first sabbatical leave subject to the conditions listed above.

ARTICLE 26
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

Section 1. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and material, educational philosophy and goals, social change and other topics related to education. 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 continuous training of a teacher and the improvement of instruction.

Section 2. Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate supervisor.

Section 3. Every teacher should keep abreast of the constantly changing content, methods, materials and objectives in modern education. Inherent to the profession of teaching is the continuing obligation upon every teacher to seek the fullest development of his ability to help all children.

Section 4. The Board agrees to implement the following:

- a. 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, exclusive of courses, etc., taken for increment credit.
- b. Tuition Reimbursement: It is expressly understood that a maximum of fifteen (15) teachers at any time will receive graduate level tuition reimbursement up to the equivalent cost of

a three (3) credit course at Rutgers University Graduate School of Education, for one course per year with the proviso that the course is related to a program or degree or specific professional goal, subject to the approval of the Superintendent of Schools and the Board of Education.

- c. To cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. Whenever feasible and practicable, in-service programs shall be conducted during the in-school teacher work day if teacher attendance is required.
- d. To encourage teacher participation in the recruitment of teacher applicants from a variety of university, college background and other experiences.
- e. To appropriate funds for a summer in-service program for professional development.
- f. To work toward the establishment of a grant program to make funds available to teachers interested in designing and implementing innovative educational ideas and techniques. The aim and purpose of this Section shall be to encourage creative and innovative teachers to experiment in order to better meet the educational needs of the students in the Hudson County Schools of Technology.

Section 5.

a. The Board agrees to grant release time to and to provide financial assistance to defray costs for teachers attending educationally beneficial conferences, provided that such attendance at conferences receives prior approval of the Board in accordance with the following procedures:

- 1. Application for release time and financial assistance shall be made by the Board on forms to be provided by the

Board to review the request prior to the scheduled date of the conference.

2. Applications are to be submitted to the Board through the Chief Building Administrator who shall indicate on the application whether or not he deems the proposed conference educationally beneficial.
3. In the event that the Board of Education shall not meet in session with sufficient time to pass on such applications, then and in that event, the Superintendent of Schools or Board Secretary shall have the right to issue an emergency approval of attendance for such conferences.
4. The Board reserves the right to reject applications for attendance at educationally beneficial conferences in the event that funds appropriated for such activities have been exhausted.

b. A teacher shall notify the Superintendent in writing no later than June 30th if he expects to have accumulated sufficient credits to be advanced to another salary level for the ensuing year. A teacher who has a degree conferred as of June 30th shall be advanced to the proper salary schedule for that degree for the ensuing year.

ARTICLE 27
SUPERVISION OF STUDENT TEACHERS

Section 1. The Board and the Association mutually recognize that the education of children of the Hudson County Schools of Technology is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

Section 2. The following procedures shall govern the supervision of student teachers:

- a. No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status.
- b. Supervision by a teacher of a student teacher shall be voluntary.
- c. The teacher shall receive the request to take a student teacher as soon as practicable, prior to the student's introduction to the classroom.
- d. Each student teacher shall be provided with appropriate materials and supplies including, but not limited to, a copy of each textbook used in any course he or she is teaching, a teacher's manual and a grade book.
- e. A student teacher shall be assigned only in areas for which he will be eligible for certification.

ARTICLE 28

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

Section 1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers and property.

Section 2. Teachers should be aware of their responsibility and duties regarding the use of physical force with students according to New Jersey State Law 18A.

Section 3. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his or her employment or salary status, the Board of Education shall reimburse him or her for the cost of his or her defense if the action is dismissed or results in a final decision in favor of the teacher. This section applies when the action is brought about by any person other than the Board.

Section 4. Assault:

- a. The Board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of his or her duties.
- b. If criminal or civil proceedings are brought against a teacher alleging that he or she committed an assault in connection with his or her employment, such teacher may request the Board to furnish legal counsel to defend him or her in such proceeding and the Board shall furnish same.

- c. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
- d. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his or her employment.

Section 5. Reporting Assaults

- a. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
- b. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession relating to the incident or the persons involved, and upon the advice of the Board's attorney, shall act in appropriate ways as liaison between the teacher, the police and the courts.

Section 6. A school nurse shall be scheduled to be in each building for the entire school day as heretofore defined in this Agreement.

Section 7. The Board shall reimburse a teacher for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises or on a school-approved activity, provided such loss is not due to the teacher's negligence or his or her intentional or malicious action.

ARTICLE 29

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Section 1. A definition of the duties and responsibilities of all administrators, coordinators, supervisor and other personnel pertaining to students' behavior is included in the teacher's manual. A copy of the Superintendent's report will be sent to the Association President.

Section 2. An appropriate student behavior procedure shall be developed for each school building by the Principal and faculty through the Faculty Council and shall be approved by the Superintendent.

Section 3. Nothing in this Article pertaining to the development of guidelines and procedures by each school's principal and Faculty Council shall be interpreted to prevent these committees from consulting such additional teachers, professional advisors, parents, students or other persons as the original members therein designated shall determine as desirable and appropriate for said purpose.

ARTICLE 30
INSURANCE PROTECTION

Section 1. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage. Each employee shall have full insurance coverage after 45 days of continuous service.

a. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- Hospital service plan
- Medical-surgical plan
- Major medical coverage
- Prescription Plan
- Dental Plan
- Vision Plan
- Well baby Care
- Annual physical examination
- Pre-certification authorization
- Second surgical opinion

b. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage in accordance with the regulations of the carrier.

Section 2. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Premiums shall be paid by the retiree.

Section 3. The Board shall provide to the teacher a description of the health-care insurance coverage as provided by the carrier.

ARTICLE 31
PERSONAL AND ACADEMIC FREEDOM

Section 1. The personal life of a teacher is not an appropriate concern for attention of the Board except as it may directly prevent the teacher from performing properly his or her assigned functions during the workday.

Section 2. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of moral, legal, ethical and educational responsibility.

Freedom of individual conscience, association and expression will be encouraged and fairness of procedures will be observed.

ARTICLE 32

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

Section 1. The Board shall allocate materials of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

Section 2. Cash funds

- a. A petty cash fund shall be established for use in purchasing incidental supplies for classroom instructional use.
- b. Petty cash funds shall be established for librarian's use in purchasing incidental supplies and timely books for teachers' professional or classroom use.

Section 3. Textbooks and instructional materials in all subject areas at all grade levels will be selected so as to show the cultural diversity and pluralistic nature of American society in both textual and illustrative scholarship on the history and contributions of various racial, ethnic and religious groups and their prominent representatives in American life.

Section 4. The Board realizes that an outstanding development in modern education is the growth of the use of audio-visual materials for instruction, and that audio-visual materials are most effective when available to be properly integrated into regular classroom teaching. Therefore, the Board agrees as follows:

- a. Audio-visual instructional materials and equipment shall be available to all teachers and shall include a brief description of the content and/or uses and the grade levels for which they are most suitable.
- b. All schools shall have such audio-visual equipment as, but not limited to recorders, filmstrip projectors, opaque-overhead-slide projectors, televisions, radios and all accompanying multimedia instructional materials; this shall include duplicating machines and materials.

- c. All such building-based multimedia instructional devices and materials shall be arranged and located to facilitate maximum use by all teachers, under the direction of the principal or teacher in charge.

ARTICLE 33
DEDUCTION FROM SALARY

Section 1. The Board agrees to deduct from the teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and transmit the moneys promptly to such associations. Any teacher who may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

Section 2. Payroll Deduction

- a. The Board agrees to deduct from the salaries of its teachers dues for the Hudson County Area Vocational-Technical Schools Education Association, the Hudson County Education Association and the New Jersey Education Association or National Education Association or any one or any combination of such associations as said teacher individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15 (9) (e) 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 Hudson County Area Vocational-Technical Education Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

- b. 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 prior to the effective date of such coverage.

Section 3. The Board of Education will make provisions for U.S. Savings Bonds deductions for interested employees. The payroll department will make the deduction.

ARTICLE 34

MISCELLANEOUS PROVISIONS

Section 1. This agreement constitutes Board policy for the term of said agreement and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to the contrary to law, than such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be in full force and effect.

Section 3. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to this agreement and if such contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Section 4. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination and the hiring,

training, assignment, promotion, transfer or discipline of a teacher or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Section 5. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or certified letter at the following addresses:

- a. If by the Association, to the Board at 8511 Tonnelle Avenue, North Bergen, New Jersey, 07047.
- b. If by the Board, to the Association at the home of the President.

Section 6. The reimbursement for the required use of personal vehicles for school business is currently .36 per mile.

Section 7. The Board of Education shall develop an Employee Assistance Program in conjunction with its Association.

Section 8. It is understood that the attached language changes for each article in the collective bargaining agreement and will be made a part of the collective bargaining agreement upon ratification by both parties. All terms and conditions not specifically modified herein will continue as part of the newly drafted collective bargaining agreement. Salary guides will be mutually developed by the Board of Education and the Association.

ARTICLE 35
DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until midnight June 30, 2004. This Agreement shall be a one (1) year agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY AREA VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD OF EDUCATION OF THE
HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____

DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until midnight June 30, 2007. This Agreement shall be a three (3) year agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY AREA VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD OF EDUCATION OF THE
HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____