AGREEMENT BETWEEN THE
SUSSEX-WANTAGE EDUCATION ASSOCIATION
AND THE
SUSSEX-WANTAGE REGIONAL
BOARD OF EDUCATION
1981-82

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#### ARTICLE I

#### RECOGNITION

- A. THE BOARD HEREBY RECOGNIZES THE SUSSEX-WANTAGE ASSOCIATION AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR COLLECTIVE NEGOTIATION CONCERNING THE TERMS AND CONDITIONS OF EMPLOY-MENT FOR ALL CERTIFIED PERSONNEL WHETHER UNDER CONTRACT, ON LEAVE, OR EMPLOYED BY THE SUSSEX-WANTAGE REGIONAL BOARD OF EDUCATION FOR THE REGULAR SCHOOL YEAR, AFTER MAJORITY VOTE INCLUDING: CLASSROOM TEACHERS, SPECIAL TEACHERS, LIBRARIANS, NURSES, BUT EXCLUDING PRINCIPALS.
- B. UNLESS OTHERWISE INDICATED, THE TERM "TEACHERS," WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL PROFESS-IONAL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE NEGOTIATING UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE TEACHERS SHALL INCLUDE FEMALE TEACHERS.

#### ARTICLE 11

#### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123. Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment by approximately october 1.
- B. DURING NEGOTIATION, THE BOARD AND ASSOCIATION SHALL PRESENT RELEVANT DATA, EXCHANGE POINTS OF VIEW AND MAKE PROPOSALS. THE BOARD SHALL MAKE AVAILABLE TO THE ASSOCIATION FOR INSPECTION ALL PERTINENT RECORDS, DATA AND INFORMATION OF THE SUSSEX-WANTAGE REGIONAL SCHOOL DISTRICT, THAT ARE A MATTER OF PUBLIC RECORD. OTHER INFORMATION MAY BE GIVEN WITH THE APPROVAL OF THE BOARD.
- C. NEITHER PARTY IN ANY NEGOTIATIONS SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING REPRESENTATIVES OF THE OTHER PARTY. THE PARTIES MUTUALLY PLEDGE THAT THEIR REPRESENTATIVES SHALL BE CLOTHED WITH THE NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS, AND MAKE COUNTER-PROPOSALS IN THE COURSE OF NEGOTIATIONS AND REACH TENTATIVE AGREEMENT SUBJECT TO RATIFICATION BY THE ASSOCIATION AND THE BOARD.
- D. 1. REPRESENTATIVES OF THE BOARD AND THE ASSOCIATION'S NEGOTIATING COMMITTEE SHALL MEET WHENEVER NECESSARY 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.

- 2. 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.
- 3. WHEN A MUTUALLY ACCEPTABLE AMENDMENT TO THIS AGREEMENT IS NEGOTIATED BY THE PARTIES, IT SHALL BE REDUCED TO WRITING, BE SIGNED BY THE BOARD AND THE ASSOCIATION, AND BE ADOPTED BY THE BOARD AND TEACHERS' ASSOCIATION.
- E. EXCEPT AS THIS AGREEMENT SHALL HEREINAFTER OTHERWISE PROVIDE, ALL TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE ON THE EFFECTIVE DATE OF THIS AGREEMENT TO EMPLOYEES COVERED BY THIS AGREEMENT AS ESTABLISHED BY THE RULES, REGULATIONS AND/OR POLICIES OF THE BOARD IN FORCE ON SAID DATE, SHALL CONTINUE TO BE SO APPLICABLE DURING THE TERM OF THIS AGREEMENT.
- 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.
- G. 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 parties at the time they negotiated or executed this Agreement.
- H. THIS AGREEMENT SHALL NOT BE MODIFIED IN WHOLE OR IN PART BY THE PARTIES EXCEPT BY AN INSTRUMENT IN WRITING DULY EXECUTED BY BOTH PARTIES.

ARTICLE III

GRIEVANCE PROCEDURE

#### A. DEFINITIONS:

- 1. A GRIEVANCE IS A CLAIM BASED UPON AN EVENT OR CONDITION WHICH AFFECTS THE TERMS AND CONDITIONS OF EMPLOYMENT OF A TEACHER OR TEACHERS, AS IT RELATES TO THE INTERPRETATION, MEANING OR APPLICATION OF ANY OF THE PROVISIONS OF THIS AGREEMENT, BOARD POLICY OR ADMINISTRATIVE DECISION
- 2. ALLEGED CONTRACT VIOLATIONS WILL FOLLOW THE GRIEVANCE PROCEDURE THROUGH LEVEL FIVE. ALLEGED VIOLATIONS OF BOARD POLICY AND ADMINISTRATIVE DECISIONS WHICH DO NOT VIOLATE THE CONTRACT WILL BE PROCESSED THROUGH LEVEL FOUR.
- An "AGGRIEVED PERSON" IS THE PERSON OR PERSONS MAKING THE CLAIM.
- 4. 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.

- 5. Days shall mean school days
- In writing shall mean on a mutually agreed grievance form.

#### B. Purpose:

- I. THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY FROM TIME TO TIME ARISE AFFECTING THE WELFARE OR TERMS AND CONDITIONS OF EMPLOYMENT OF TEACHERS. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT AS INFORMAL AND CONFIDENTIAL AS THEY 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 any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association may be given the opportunity to be present at such adjustment.

## C. STRUCTURE:

- 1. SINCE IT IS IMPORTANT THAT GRIEVANCE 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 that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth here—in shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 3. Level One: For Teacher Grievant.

A TEACHER WITH A GRIEVANCE SHALL FIRST DISCUSS IT WITH HIS PRINCIPAL OR IMMEDIATE SUPERIOR, EITHER DIRECTLY OR THROUGH THE ASSOCIATION'S DESIGNATED REPRESENTATIVE, WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY.

THE GRIEVANCE SHALL BE INITIATED WITHIN FIFTEEN (15) SCHOOL DAYS OF EITHER THE OCCURRENCE OF THE INCIDENT OR WHEN THE EMPLOYEE IS AWARE THAT AN INCIDENT IS GRIEVABLE.

IF THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT THE INFORMAL HEARING HE SHALL SUBMIT THE GRIEVANCE IN WRITING TO HIS IMMEDIATE SUPERIOR. THE IMMEDIATE SUPERIOR SHALL HAVE FIVE (5) DAYS IN WHICH TO RESPOND IN WRITING.

#### 4. LEVEL TWO

If the aggrieved person is not satisfied with the written response at level one, he shall have five (5) days to file the grievance in writing with the Superintendent of Schools. The Superintendent shall meet with the aggrieved person and/or his represent ative to discuss the grievance within ten (10) days. The Superintendent shall respond in writing within five (5) days after the meeting.

#### 5. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his grievance at level two he shall forward the grievance in writing to the Board of Education through the Superintendent within five (5) days. The Board shall then arrange a meeting with the aggrieved person and/or his representative before the next regular Board meeting. The Board shall respond in writing no later than the second meeting after receiving the grievance. Under special circumstances the grievance can be expedited.

#### 6. LEVEL FOUR

- A. If the aggrieved person and/or his representative is not satisfied with the disposition of his grievance at the Board Level he shall file with the Board, within ten (10) days an intent to arbitrate. Both parties shall meet within ten (10) days to pick a mutually acceptable arbitrator. If unable to select an arbitrator the Association may file a demand for arbitration with the American Arbitration Association with-in five (5) days.
- B. THE ARBITRATOR SO SELECTED SHALL CONFER WITH THE REPRESENTATIVES OF THE BOARD AND THE ASSOCIATION AND HOLD HEARINGS PROMPTLY AND SHALL ISSUE HIS DECISION NOT LATER THAN FIFTEEN (15) SCHOOL DAYS FROM THE DATE OF THE CLOSE OF THE HEARINGS OR IF ORAL HEARINGS HAVE BEEN WAIVED, THEN FROM THE DATE THE FINAL STATEMENTS AND PROOFS ON THE ISSUES ARE SUBMITTED TO HIM. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SUBMITTED TO THE BOARD, THE GRIEVANT, AND THE ASSOCIATION AND SHALL BE FINAL AND BINDING ON THE PARTIES.

C. THE COSTS FOR THE SERVICES OF THE ARBITRATOR, INCLUDING PER DIEM EXPENSES, IF ANY, AND THE ACTUAL AND NECESSARY TRAVEL, SUBSISTANCE EXPENSES AND THE COST OF THE HEARING ROOM SHALL BE BORNE EQUALLY BY THE BOARD AND THE ASSOCIATION, OR BY THE GRIEVANT IF THE GRIEVANCE IS FILED IN HIS OR HER OWN BEHALF. ANY OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING SAME.

#### D. RIGHTS OF TEACHERS TO REPRESENTATION

- 1. Any party in interest 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. No reprisals of any kind shall be taken by the Board, any member of the administration, the Association or any teacher, against any party in interest, any building representative, any member of the Association, Board of Education member or any other participant in the grievance procedure by reason of such participation.

## E. MISCELLANEOUS

- 1. ALL DOCUMENTS, COMMUNICATIONS, AND RECORDS DEALING WITH THE PROCESSING OF A GRIEVANCE SHALL BE FILED IN A SEPARATE GRIEVANCE FILE HELD BY THE SUPERINTENDENT AND ACCESSIBLE TO THE GRIEVANT AND HIS DESIGNATED REPRESENTATIVE AND SHALL NOT BE KEPT IN THE PERSONNEL FILE OF ANY OF THE PARTICIPANTS.
- 2. ALL MEETINGS AND HEARINGS UNDER THIS PROCEDURE SHALL NOT BE CONDUCTED IN PUBLIC AND SHALL IN-CLUDE ONLY SUCH PARTIES IN INTEREST AND THEIR DESIGNATED OR SELECTED REPRESENTATIVES, HERETO-FORE, REFERRED TO IN THIS ARTICLE.
- 3. ALL TEACHERS, INCLUDING THE GRIEVANT, MUST CON-TINUE UNDER DIRECTION OF SUPERINTENDENT AND AD-MINISTRATORS, REGARDLESS OF PENDANCY OF GRIEVANCE UNTIL EACH GRIEVANCE IS PROPERLY DETERMINED.
- 4. THE ABOVE GRIEVANCE PROCEDURE EXCLUDES NON-TENURE TEACHER FROM GRIEVING THEIR DISMISSAL.

#### ARTICLE IV

#### TEACHER RIGHTS

A. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT TO ANY TEACHER SUCH RIGHTS AS HE MAY HAVE UNDER OTHER NEW JERSY LAWS.

- B. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning
  any matter which would adversely affect the continuance of that
  teacher in his office, position of employment or the salary or
  any increments pertaining thereto, then he shall be given prior
  written notice or the reasons for such meeting or interview and
  shall be entitled to have a representative of the Association
  present to advise him and represent him during such meeting or
  interview.
- C. NO TEACHER SHALL BE PREVENTED FROM WEARING PINS OR OTHER IDENTIFICATION OF MEMBERSHIP IN THE ASSOCIATION OR ITS AFFILIATES.
- D. NO TEACHER SHALL BE DISCIPLINED, REPRIMANDED, GIVEN AN ADVERSE EVALUATION OF HIS PROFESSIONAL SERVICE REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE WITHOUT CAUSE.

#### ARTICLE V

## ASSOCIATION RIGHTS AND PRIVILEGES

- A. THE BOARD AGREES TO FURNISH PERTINENT INFORMATION TO THE ASSO-CIATION, THAT IS A MATTER OF PUBLIC RECORD.
- B. WHENEVER ANY REPRESENTATIVE OF THE ASSOCIATION OR ANY TEACHER IS MUTUALLY SCHEDULED BY THE PARTIES TO PARTICIPATE DURING WORKING HOURS IN NEGOTIATIONS, GRIEVANCE PROCEEDINGS, CONFERENCES, OR MEETINGS, HE SHALL SUFFER NO LOSS OF PAY.
- C. REPRESENTATIVES OF THE ASSOCIATION, THE NEW JERSEY ED, ASSN. AND THE NATIONAL EDUCATION ASSOCIATION SHALL BE PERMITTED TO TRANSACT OFFICIAL ASSOCIATION BUSINESS ON SCHOOL PROPERTY AT ALL REASONABLE TIMES, PROVIDED THAT THIS SHALL NOT INTERFERE WITH OR INTERRUPT NORMAL SCHOOL OPERATIONS.
- D. THE ASSOCIATION AND ITS REPRESENTATIVES SHALL HAVE THE PRIV-ILEGE OF USING SCHOOL BUILDINGS AT ALL REASONABLE HOURS FOR MEETINGS. THE PRINCIPAL OF THE BUILDING IN QUESTION SHALL BE NOTIFIED IN ADVANCE OF THE TIME AND PLACE OF ALL SUCH MEETINGS. APPROVAL SHALL BE REQUIRED.
- E. THE ASSOCIATION SHALL HAVE THE PRIVILEGE OF USING SCHOOL FACILITIES AND EQUIPMENT, INCLUDING TYPEWRITERS, MIMEOGRAPHING MACHINES, OTHER DUPLICATING EQUIPMENT, CALCULATING MACHINES, AND ALL TYPES OF AUDIO-VISUAL EQUIPMENT AT REASONABLE TIMES, WHEN SUCH EQUIPMENT IS NOT OTHERWISE IN USE. THE ASSOCIATION SHALL PAY FOR THE REASONABLE COST OF ALL MATERIALS AND SUPPLIES INCIDENT TO SUCH USE.
- F. THE ASSOCIATION SHALL HAVE THE PRIVILEGE OF PURCHASING EXPENDABLE OFFICE SUPPLIES AND OTHER MATERIALS FROM THE BOARD AT THE PRICE PAID BY THE BOARD.

- G. THE ASSOCIATION SHALL HAVE, IN EACH SCHOOL BUILDINGS, THE EXCLUSIVE USE OF A BULLETIN BOARD IN EACH FACULTY LOUNGE. THE ASSOCIATION SHALL ALSO BE ASSIGNED ADEQUATE SPACE ON THE BULLETIN BOARD IN THE CENTRAL OFFICE FOR ASSOCIATION NOTICES.
- H. THE ASSOCIATION SHALL HAVE THE PRIVILEGE OF USING THE INTER-SCHOOL MAIL FACILITIES AND SCHOOL MAIL BOXES AS IT DEEMS NECESSARY.
- I. IF AUTHORIZED BY THE TEACHERS, MONIES OF THE SUMMER PAYMENT PLAN SHALL BE PLACED IN AN INTEREST BEARING ACCOUNT, AND THE INTEREST SHALL BE PAID TO THE ASSOCIATION.

#### RTICLE VI

#### SCHOOL CALENDAR

- A. THE SCHOOL CALENDAR SHALL BE SET FORTH BY A COMMITTEE APPOINTED BY THE COUNTY SUPERINTENDENT OF SCHOOLS. THE SCHOOL CALENDAR FOR THE COUNTY WILL BE SUBMITTED TO THE LOCAL BOARDS OF EDUCATION AND THE BOARD WILL CONSULT THE PRESIDENT OF THE ASSOCIATION BEFORE FINAL APPROVAL.
- B. THE CURRENT CALENDAR OF 181 REPORTING DAYS FOR TEACHERS WILL REMAIN IN EFFECT. NOTHING HERE WITHIN SHALL BE CONSTRUED AS TO RESTRICT A TEACHER FROM COMING IN ON HIS/HER OWN TIME.

## **\RTICLE VII**

## TEACHING HOURS AND TEACHING LOADS

- A. 1. The arrival and departure times for all teachers shall be designated by the Administration. Their total in-school workday shall consist of (7) hours and 20 (twenty) minutes.
  - 2. Each teacher shall be permitted to leave when responsibilities are finished.
- B. 1. Teachers shall have a duty-free lunch period of the same length as their class 25 minutes.
  - 2. Teachers may Leave the Building During their Duty-Free Lunch Period or other free Period Given in Place of a Lunch Period, But not During Planning Period, By Informing the School Principal where they could be located in the Event of Some Emergency.
- C. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty meetings.
  - 2. In-service training and workshops for the education advancement of teachers should be held within a defined school day with a 1:00 P.M. student dismissal. Workshop to end no later than 4:00 P.M.

- 3. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 for up to fifteen (15) minutes, at the request of the representative, at the end of the meeting.
- THE NOTICE OF AN AGENDA FOR ANY MEETINGS SHALL BE GIVEN TO THE TEACHERS INVOLVED AT LEAST SEVEN (7) DAYS PRIOR TO THE MEETING, EXCEPT IN AN EMERGENCY. TEACHERS SHALL HAVE THE OPPORTUNITY TO SUGGEST ITEMS FOR THE AGENDA.
- FULL TIME TEACHERS SHALL, IN ADDITION TO THEIR LUNCH PERIOD, HAVE DAILY PREPARATION TIME DURING WHICH THEY SHALL NOT BE ASSIGNED TO ANY OTHER DUTIES AS FOLLOWS: AT LEAST ONE HALF (%) HOUR.
- TEACHERS SHOULD NOT LOSE PLANNING PERIODS EXCEPT IN CASE OF EMERGENCIES.
- TEACHERS SHOULD BE ENCOURAGED TO ACCEPT THE PROFESSIONAL RESPONSIBILITY OF SUPERVISING A STUDENT TEACHER WHEN REQUESTED; HOWEVER, ACCEPTANCE OF THE ASSIGNMENT SHOULD NOT BE MANDATORY.

#### ARTICLE VIII

## Non-Teaching Duties

- A. TEACHERS SHALL NOT BE REQUIRED TO PERFORM THE FOLLOWING DUTIES: KEEP ATTENDANCE REGISTERS, PERFORM JANITORIAL DUTIES, OR NON PROFESSIONAL ASSIGNMENTS NOT RELATED TO THEIR TEACHING ASSIGNMENTS. TEACHERS SHOULD NOT ACT AS AGENTS FOR PROFIT-MAKING ORGANIZATIONS,
- B. ALL INSTRUCTIONAL EMPLOYEES ARE TO ACCEPT TEACHING ASSIGNMENTS AS GIVEN BY THE SUPERINTENDENT, AND PERFORM SUCH ADDITIONAL DUTIES AS ASSIGNED BY THE BUILDING PRINCIPAL. THESE
  DUTIES ARE TO BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG
  THE TEACHING STAFF.
- C. THE SCHOOL NURSE SHALL TRANSPORT STUDENTS AS IS NECESSARY IN THE PERFORMANCE OF HER DUTIES. SHE SHALL BE COMPENSATED AT A RATE OF 20¢ PER MILE AND SHALL BE COVERED BY APPROPRIATE INSURANCE PROVIDED BY THE BOARD.
- D. TEACHERS SHALL NOT BE REQUIRED TO TRANSPORT STUDENTS. A TEACHER MAY DO SO VOLUNTARILY, HOWEVER, WITH THE ADVANCE APPROVAL OF THE PRINCIPAL OR IMMEDIATE SUPERVISOR. HE SHALL BE COMPENSATED AT THE RATE OF 20¢ PER MILE FOR THE USE OF HIS OWN AUTOMOBILE AND SHALL BE COVERED BY APPROPRIATE INSURANCE PROVIDED BY THE BOARD.

# ARTICLE IX TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his proper step of the salary schedule up to the nearest half year of service as of the beginning of each school year in accordance with paragraphs 2 and 3 below.
  - 2. CREDIT ON THE SALARY GUIDE SHALL BE GIVEN FOR PRE-VIOUS OUTSIDE TEACHING EXPERIENCE IN A DULY ACCRED-ITED SCHOOL AT A MINIMUM OF ONE (1) YEAR CREDIT FOR TWO (2) YEARS EXPERIENCE AND ADDITIONAL CREDIT NOT TO EXCEED TWO (2) YEARS TEACHING EXPERIENCE IN THE PEACE CORP. VISTA OR NATIONAL TEACHERS CORP. WORK.
  - 3. FRACTIONAL YEARS OF SERVICE ARE DETERMINIED BY THE FRACTION OF THE YEAR WORKED.
- B. A NOTICE OF EDUCATIONAL STAFF VACANCIES SHALL BE POSTED IN EACH SCHOOL AS FAR IN ADVANCE AS POSSIBLE. STAFF VACANCIES THAT OCCUR AT TIMES THAT SCHOOL IS NOT IN SESSION SHALL BE ADVERTISED IN THE NEW JERSEY HERALD FOR AT LEAST THREE CONSECUTIVE DAYS.

A COPY OF SAID NOTICE SHALL BE GIVEN TO THE ASSOCIATION PRESIDENT AT THE TIME OF POSTING. TEACHERS WHO DESIRE TO APPLY FOR SUCH STAFF VACANCIES SHALL SUBMIT THEIR APPLICATION IN WRITING TO THE SUPERINTENDENT WITHIN THE TIME LIMIT SPECIFIED IN THE NOTICE, AND THE SUPERINTENDENT SHALL ACKNOWLEDGE PROMPLTLY IN WRITING THE RECEIPT OF ALL SUCH APPLICATIONS.

## ARTICLE X

#### SALARIES

- A. THE SALARIES OF ALL TEACHERS COVERED BY THE AGREEMENT ARE SET FORTH IN A SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.
- B. 1. TEACHERS EMPLOYED ON A TEN (10) MONTH BASIS SHALL HAVE THE OPTION OF BEING PAID IN TWENTY (20) EQUAL SEMI-MONTHLY INSTALLMENTS OR INDIVIDUALLY APPLYING TO THE BOARD OF EDUCATION, ACCORDING TO LAW, FOR SUMMER PAYMENTS.

SUMMER PAYMENT SHALL BE MADE IN ONE PAYMENT AT THE END OF JUNE.

 WHEN A PAYDAY FALLS ON OR DURING A SCHOOL HOLIDAY, VACATION OR WEEKEND, TEACHERS SHALL RECEIVE THEIR PAY CHECKS ON THE LAST PREVIOUS WORKING DAY,

- C. 1. A RECORD OF CREDIT EVALUATION SHALL BE KEPT BY THE SUSSEX-WANTAGE SUPERINTENDENT'S OFFICE FOR THE BOARD OF EDUCATION FOR THE PURPOSE OF THE SALARY SCHEDULE.
  - 2. EVALUATION OF CREDITS IS BASED UPON STUDY OF OFFICIAL TRANSCRIPTS AND MAINTENANCE OF APPROPRIATE NEW JERSEY PROFESSIONAL LICENSE.
  - 3. WHEN A TEACHER HAS ONCE FURNISHED PROOF OF CREDITS AND/OR DEGREE(S) THIS SHALL REMAIN IN EFFECT UNTIL SUCH TIME AS PROOF OF FURTHER CREDITS AND/OR DEGREE(S) SHALL ADVANCE HIS PLACE ON THE SALARY SCHEDULE. (CREDITS REQUIRED FOR BASIC CERTIFICATION CANNOT BE USED TO ADVANCE ON SALARY SCHEDULE.)
  - 4. EACH TEACHER SHALL BE REIMBURSED FIFTY PER CENT OF THE COST OF TUITION AN INDIVIDUAL LIMIT OF \$275.00 PER TEACHER PER CONTRACT YEAR. COURSES MUST BE APPROVED BY THE BOARD OF EDUCATION WITH PAYMENT UPON COMPLETION OF THE COURSE. A COPY OF THE COLLEGE TRANSSCRIPT AND A COPY OF THE RECEIPT WILL BE PRESENTED TO THE SUPERINTENDENT AS PROOF.
  - 5. SALARY INCREASES SHALL BE EFFECTIVE SEPTEMBER 1 AND FEBRUARY 1 UPON APPROVAL OF CREDITS BY THE SUPERINTENDENT. IF CREDITS ARE EARNED PRIOR TO THOSE DATES, BUT CREDIT APPROVAL IS DELAYED THEY WILL BE MADE RETROACTIVE TO THOSE DATES.
  - 6. TEACHER EDUCATION COURSES TAKEN WITHIN THE SUSSEX-WANTAGE SCHOOL DISTRICT AND SPONSORED BY THE BOARD OF EDUCATION SHALL CARRY IN-SERVICE CREDITS APPLI-CABLE TO THE SALARY GUIDE.
  - 7. PAYMENT FOR EXTRA CURRICULAR DUTIES SHALL BE BY SEPARATE CHECK.
- D. 1. EMPLOYEE HOSPITALIZATION, MAJOR MEDICAL AND EXTENDED COVERAGE THROUGH BLUE CROSS OR OTHER N.J. APPROVED INSURANCE COMPANY PROVIDED BENEFITS ARE AT LEAST EQUAL TO THOSE OF THE N.J. PUBLIC SCHOOL EMPLOYEES STATE HEALTH BENEFIT PLAN. THE BOARD WILL PAY FULL FAMILY COVERAGE FOR EACH ELIGIBLE EMPLOYEE DESIRING THE ABOVE.
  - 2. THE BOARD SHALL PAY FOR A FAMILY DENTAL PLAN NOT TO EXCEED AN AVERAGE OF \$200/TEACHER DURING THE CURRENT CONTRACT YEAR.
- E. THE SUPERINTENDENT SHALL PERMIT REPRESENTATIVES OF THE New Jersey Education Association Washington National Income Protection Plan to meet with teachers after school hours for the purpose of enrolling new members to adjust their coverages at faculty meetings in a district or building or building level at the request of the Association. Requests for such meetings shall be made no more than once a year. It is agreed that the Washington National Representatives shall be permitted a minimum of twenty (20) minutes and a maximum of 30 minutes for this meeting.

## ARTICLE X1

#### TEACHER ASSIGNMENT

- A. 1. ALL TEACHERS SHALL BE GIVEN WRITTEN NOTICE OF THEIR SALARY SCHEDULES, CLASS AND/OR SUBJECT ASSIGNMENTS FOR THE FORTH COMING YEAR, NOT LATER THAN APRIL 30TH. IN THE EVENT THAT CHANGES IN CLASS, BUILDING, ROOM OR SUBJECT ASSIGNMENTS ARE REQUIRED AFTER THIS DATE, THE TEACHER SHALL BE NOTIFIED BY THE SUPERINTENDENT AS SOON AS POSSIBLE.
  - 2. THE SUPERINTENDENT SHALL ASSIGN ALL NEWLY APPOINTED PERSONNEL TO THEIR SPECIFIC POSITIONS WITHIN THAT SUBJECT AREA AND/OR GRADE LEVEL FOR WHICH THE TEACHER WAS EMPLOYED.
  - 3. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as possible. Their travel shall be reimbursed at the rate of 20¢ per mile.

#### ARTICLE XII

## HOME TEACHING AND FEDERAL PROGRAMS

- 1. ALL OPENINGS FOR POSITIONS IN THE HOME TEACHING, FEDERAL PROJECTS, AND OTHER PROGRAMS (INCLUDING NON-TEACHING POSITIONS FOR WHICH SUCH TEACHERS MAY BE QUALIFIED AND ELIGIBLE) SHALL BE ADEQUATELY PUBLICIZED BY THE SUPERINTENDENT.
- 2. In filling such positions, consideration shall be given to the educational, social and psychological needs of the student, as well as, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Sussex-Wantage Regional School District. Teachers employed in the Sussex-Wantage Regional School District shall have priority to such assignments before appointment to applicants from outside the district.
- 3. Each teacher shall be reimbursed \$9.00 per hour for home tutoring.

#### ARTICLE XIII

#### TEACHER EVALUATION

- A. 1. ALL MONITORING OR OBSERVATIONS OF THE WORK PERFORMANCE OF A TEACHER SHALL BE CONDUCTED OPENLY
  AND WITH FULL KNOWLEDGE OF THE TEACHER. THE USE
  OF EAVESDROPPING, PUBLIC ADDRESS AUDIO SYSTEMS,
  AND SIMILAR SURVEILLANCE DEVICES SHALL BE STRICTLY
  PROHIBITED.
  - 2. TEACHERS SHALL BE EVALUATED ONLY BY PERSONS CERTIFICATED BY THE NEW JERSEY STATE BOARD OF EXAMINERS TO SUPERVISE INSTRUCTION.
  - A TEACHER SHALL BE GIVEN A COPY OF ANY OFFICIAL CLASS-VISIT OR EVALUATION REPORT PREPARED BY HIS EVALUATORS WITHIN THREE (3) DAYS AFTER EVALUATION. NO SUCH REPORT SHALL BE SUBMITTED TO THE CENTRAL OFFICE, PLACED IN THE TEACHER'S FILE OR OTHER-WISE ACTED UPON WITHOUT THE TEACHER HAVING A COPY OF THE OBSERVATION. OBSERVATIONS OF A TEACHER, RELATIVE TO DISCIPLINE, MAY BE MADE WITHOUT AN OFFICIAL CLASSROOM VISIT.
- B. 1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he had had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof and refusal to sign does not keep it out of their file. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
  - 2. ALTHOUGH THE BOARD AGREES TO PROTECT THE CONFID-ENTIALITY OF PERSONNEL REFERENCES, ACADEMIC CRE-DIENTIALS AND OTHER SIMILAR DOCUMENTS, IT SHALL NOT ESTABLISH ANY SEPARATE PERSONNEL FILE WHICH IS NOT AVAILABLE FOR THE TEACHER'S INSPECTION.
- C. 1. ANY COMPLAINTS REGARDING A TEACHER MADE TO ANY MEMBER OF THE ADMINISTRATION BY ANY PARENT, STUDENT, OR OTHER PERSON SHALL BE PROMPTLY INVESTIGATED. THE TEACHER SHALL BE GIVEN AN OPPORTUNITY TO RESPOND TO AND/OR REBUT SUCH COMPLAINT.
- D. 1. PRIOR TO ANNUAL EVALUATION REPORT, THE IMMEDIATE SUPERVISOR OF A NON-TENURE TEACHER SHALL HAVE
  HAD APPROPRIATE COMMUNICATION INCLUDING BUT NOT
  LIMITED TO ALL STEPS IN SECTION 2 BELOW, WITH
  SAID TEACHER REGARDING HIS PERFORMANCE AS A TEACHER

- 2. SUPERVISORY REPORTS SHALL BE PRESENTED PERIODICALLY IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:
  - A. SUCH REPORTS SHALL BE ISSUED IN THE NAME OF THE APPROPRIATE SUPERVISOR BASED UPON A COMPILATION OF REPORTS. OF OBSERVATION. AND OF DISCUSSIONS WITH ANY OR ALL SUPERVISORY PERSONNEL WHO COME INTO CONTACT WITH ANY OR ALL SUPERVISORY CAPACITY.
  - B. SUCH REPORTS SHALL BE ADDRESSED TOTHE TEACHER.
  - C. Such reports shall be written in Narrative form and shall include when pertinent:
    - 1. STRENGTHS OF THE TEACHER AS EVIDENCED DURING THE PERIOD SINCE THE PREVIOUS REPORT.
    - 2. WEAKNESSES OF THE TEACHER AS EVIDENCED DURING THE PERIOD SINCE THE PREVIOUS REPORT.
    - 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
  - D. Such supervisory reports are to be provided for non-tenure teachers at least 3 times each year and these reports are to be discussed in a conference with the teacher.
  - E. FINAL EVALUATION OF A TEACHER UPON TERMINATION OF HIS EMPLOYMENT SHALL BE CONCLUDED PRIOR TO SEVER-ANCE AND NO DOCUMENTS AND/OR OTHER MATERIAL SHALL BE PLACED IN THE PERSONNEL FILE OF SUCH TEACHER AFTER SEVERANCE.

#### ARTICLE XIV

#### TEACHER FACILITIES

- A. THE BOARD, IN SO FAR AS POSSIBLE, WILL MAKE AVAIL-ABLE FOR TEACHERS FOR SCHOOL PURPOSES:
  - Space in each classroom in which teachers may store instructional materials and supplies.
  - 2. A TEACHER WORK AREA CONTAINING ADEQUATE EQUIP-MENT AND SUPPLIES TO AID IN THE PREPARATION OF INSTRUCTIONAL MATERIALS.
  - IN ADDITION TO THE AFOREMENTIONED TEACHER WORK AREA, AN APPROPRIATELY FURNISHED ROOM WHICH SHALL BE RESERVED FOR THE EXLUSIVE USE OF TEACHERS AS A FACULTY LOUNGE. ALTHOUGH TEACHERS SHALL BE EXPECTED TO EXERCISE REASONABLE CARE IN MAINTAINING THE APPEARNACE AND CLEANLINESS OF SAID LOUNGE, IT SHALL BE REGULARLY CLEANED BY THE SCHOOL CUSTODIAL STAFF.

- 4. WELL-LIGHTED AND CLEAN TEACHER REST ROOMS, SEPARATE FOR EACH SEX AND SEPARATE FROM THE STUDENTS' REST ROOMS SHALL BE PROVIDED.
- 5. An adequate communication system in each school.
- CLOCKS, BELLS, AND PROPER LIGHTING IN EACH CLASSROOM AND THE TEACHERS' LOUNGES.
- 7. Appropriate room and facilities for teachers who work in both buildings shall be assigned to them in each school to permit effective discharge of their responsibilities to pupils. They shall also be assigned a desk or equivalent facility and a place to store materials and supplies for their personal use.
- 8. THE ASSOCIATION HAS THE RIGHT TO PUT IN VENDING MACH-INES IN TEACHER'S ROOM AT THE ASSOCIATION EXPENSE. PROFITS WILL GO TO THE ASSOCIATION. ASSOCIATION SHALL HAVE SOLE RESPONSIBILITY FOR THE MACHINES.

#### ARTICLE XV

## TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of each school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, upon application to the Superintendent and approval of the Board of Education. Said application for items 1-5, should be made whenever possible, at least five school days prior to day of requested leave.
  - 1. Up to three (3) days for the purpose of visiting other schools attending meetings or conferences of an educational nature upon Superintendent's recommendation and the approval of the Board of Education.
  - 2. Up to two (2) days for two (2) representatives of this Association to attend conferences and conventions of State and national affiliated organizations, upon Superintendent's recommendations and the approval of the Board of Education.
  - TIME NECESSARY FOR APPEARANCE IN ANY LEGAL PROCEEDING CONNECTED WITH THE TEACHER'S EMPLOYMENT OR WITH THE SCHOOL SYSTEM.
  - 4. TIME NECESSARY FOR JURY DUTY.
  - 5. Up to five (5) days in each case in the event of death of spouse or child, three (3) days for parent, grandparent, brothers or sisters.
  - 6. Up to three (3) days for serious illness or accident in a teacher's immediate family.

- 7. TEACHERS SHALL BE GRANTED ONE DAY PER YEAR IN THE EVENT OF DEATH OF A TEACHER'S FRIEND OR RELATIVE OUTSIDE THE TEACHER'S IMMEDIATE FAMILY AS DEFINED IN ITEM 5:.
- 8. In the event of the death of a teacher or student in the Sussex-Wantage School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
- 9. Time necessary for persons 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. A teacher shall be paid his regular pay in addition to any pay which he received from state or federal government.
- 10. OTHER LEAVES OF ABSENCE WITH PAY MAY BE GRANTED FOR GOOD REASON UPON APPLICATION TO SUPERINTENDENT AND APPROVAL OF THE BOARD OF EDUCATION.
- 11. LEAVES TAKEN PERSUANT TO SECTION 4 ABOVE SHALL BE IN ADDITION TO ANY SICK LEAVE TO WHICH THE TEACHER IS ENTITLED. EACH TEACHER HAS 11 SICK DAYS, CUMULATIVE
- B. THE BOARD OF EDUCATION MAY GRANT UP TO FIVE (5) DAYS LEAVE OF ABSENCE WITH PAY NEEDED AT THE END OF A SCHOOL YEAR AND/OR AT THE BEGINNING OF A SCHOOL YEAR, AS MAY BE REQUIRED TO ATTEND SUMMER SCHOOL CLASSES AND/OR TO TRAVEL TO THE PLACE WHERE SUCH CLASSES ARE TO BE HELD, UPON THE RECOMMENDATION OF THE SUPERINTENDENT. SALARY FOR SUBSTITUTE TEACHER'S PAY FOR THIS PERIOD SHALL BE DEDUCTED FROM THE TEACHER'S SALARY.
- C. ONE DAY FOR PERSONAL REASONS NON-CUMULATIVE SHALL BE GIVEN TO EACH TEACHER. FIVE DAYS WRITTEN NOTICE SHALL BE GIVEN EXCEPT IN THE CASE OF EMERGENCIES. AN ADDITIONAL PERSONAL DAY SHALL BE GIVEN EXCEPT THAT IT CANNOT BE USED BEFORE OR AFTER A SCHEDULED RECESS OR THE LAST TWO WEEKS OF THE SCHOOL YEAR. SIMILAR NOTICE AS THE ABOVE SHALL BE GIVEN.

#### ARTICLE XVI

#### EXTENDED LEAVES OF ABSENCE

- A. Two teachers designated by the Association shall upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association or its affiliates upon application to the Superintendent and the approval of the Board of Education.
- B. MILITARY LEAVE, WITHOUT PAY, SHALL BE GRANTED TO ANY TENURE TEACHER WHO IS INDUCTED OR ENLISTS IN ANY BRANCH OF THE ARMED FORCES OF THE UNITED STATES FOR THE PERIOD OF SAME INDUCTION OR INITIAL ENLISTMENT.

- C. THE BOARD SHALL PROVIDE FOR LEAVES OF ABSENCE, IN ACCORDANCE WITH LAW AND THE POLICIES OF THIS BOARD, FOR ANY EMPLOYEE OF THIS DISTRICT WHOSE ABSENCE FROM DUTIES WILL BE REQUIRED FOR A FORESEEABLE EVENT OF DISABILITY SUCH AS CHILDBIRTH OR SURGERY.
  - $oldsymbol{1}$  . Effect of Anticipated Disability upon Employment,
    - A. NOTICE. AN EMPLOYEE SHALL NOTIFY HIS OR HER SUPER-VISOR OF THE ANTICIPATED DISABILITY AS SOON AS HE OR SHE IS UNDER MEDICAL SUPERVISION FOR THE CONDITION AND A DATE IS PROJECTED FOR THE ANTICIPATED DISABILITY.
    - B. CERTIFICATION OF FITNESS. THE EMPLOYEE SHALL PRESENT TO HIS OR HER SUPERVISOR A WRITTEN STATEMENT BY HIS OR HER PHYSICIAN OF THE EMPLOYEE'S PHYSICAL CAPACITY TO PERFORM DUTIES ASSIGNED AT THE TIME OF NOTIFICATION.

THE DISTRICT NEED NOT ASSUME THAT AN EMPLOYEE'S STATE-MENT OR HIS OR HER PHYSICIAN'S STATEMENT ESTABLISHES FITNESS CONCLUSIVELY, BUT MAY REQUIRE A REVIEW AND EXAMINATION BY THE SCHOOL PHYSICIAN OR A PHYSICIAN SELECTED BY THE DISTRICT AND PAID FOR BY THE BOARD.

IN THE EVENT THE PHYSICIAN OF AN EMPLOYEE SHALL BE OF A CONTRARY OPINION TO THAT OF THE PHYSICIAN SELECTED BY THE DISTRICT. THEN THE SCHOOL PHYSICIAN AND THE EMPLOYEE'S PHYSICIAN SHALL AGREE UPON AN IMPARTIAL THIRD PHYSICIAN WHOSE MEDICAL OPINION SHALL BE CONCLUSIVE AND BINDING ON THE ISSUE OF MEDICAL CAPACITY TO CONTINUE IN THE PERFORMANCE OF DUTIES. AND THE BOARD SHALL INCUR THE EXPENSE.

IF, AS A RESULT OF SUCH EXAMINATION, THE EMPLOYEE IS FOUND TO BE FIT TO PERFORM ASSIGNED DUTIES, HE OR SHE MAY DO SO OR REQUEST A LEAVE OF ABSENCE IN ACCORDANCE WITH PART C.3 BELOW.

IF, AS A RESULT OF SUCH EXAMINATION, THE EMPLOYEE IS FOUND TO BE UNFIT TO PERFORM ASSIGNED DUTIES, THE EMPLOYEE SHALL BE PLACED ON MANDATORY SICK LEAVE WITH SUCH COMPENSATION TO WHICH HE OR SHE IS ENTITLED UNDER THE SICK LEAVE POLICIES OF THIS BOARD UNTIL PROOF OF RECOVERY SATISFACTORY TO THE BOARD IS FURNISHED.

REFUSAL TO SUBMIT CERTIFICATION OF FITNESS AS REQUIRED BY THIS POLICY SHALL BE CONSIDERED BY THE BOARD AS GROUNDS FOR DISMISSAL.

2. Employee Request for Additional Leave for Reasons of Disability.

ANY EMPLOYEE MAY REQUEST DISABILITY LEAVE OF ABSENCE TO COMMENCE BEFORE THE BOARD REQUIRES THAT HE OR SHE LEAVE OR TO EXTEND TO THE END OF THE NEXT SUCCEEDING ACADEMIC YEAR BEYOND THE PERIOD OF ABSENCE REQUIRED BY THE BOARD FOLLOWING DISABILITY. SUCH REQUEST SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT OF THE EMPLOYEE'S PHYSICIAN CERTIFYING THAT HE OR SHE IS UNABLE TO PERFORM THE DUTIES OF HIS OR HER POSITION.

SUCH DISABILITY LEAVE SHALL BE SUBJECT TO THE POLICIES OF THIS BOARD FOR SICK LEAVE.

3. EMPLOYEE REQUEST FOR ADDITIONAL LEAVE FOR REASONS NOT RELATED TO DISABILITY.

An employee may request leave of absence to commence before the Board requires that he or she leave or to extend beyond the period of absence required by the Board following disability. Such request shall be subject to the Board's Policy on leave of absence, and the leave, when granted, shall be without pay,

- ANY TEACHER ADOPTING AN INFANT CHILD MAY RECEIVE SIMILAR LEAVE WHICH SHALL COMMENCE UPON HIS OR HER RECEIVING DEFACTO CUSTODY OF SAID INFANT, OR EARLIER IF NECESSARY TO FULFILL THE REQUIREMENT FOR ADOPTION.
- A LEAVE OF ABSENCE WITHOUT PAY TO ANY TEACHER TO CAMPAIGN FOR OR SERVE IN A PUBLIC OFFICE, OR TO CAMPAIGN FOR A CANDIDATE FOR A PUBLIC OFFICE OTHER THAN HIMSELF.
- . OTHER LEAVES OF ABSENCE WITHOUT PAY MAY BE GRANTED FOR A GOOD REASON.
- ALL BENEFITS TO WHICH A TENURE TEACHER WAS ENTITLED AT THE TIME HIS LEAVE OF ABSENCE COMMENCED, INCLUDING UNUSED ACCUMU-LATED SICK LEAVE AND CREDITS TOWARD SABBATICAL ELIGIBILITY, SHALL BE RESTORED TO HIM UPON HIS RETURN, AND HE SHALL BE ASSIGNED TO THE SAME POSITION WHICH HE HELD AT THE TIME SAID LEAVE COMMENCED, IF AVAILABLE OR, IF NOT, TO A SUBSTANTIALLY EQUIVALENT POSITION.
- ALL REQUESTS FOR LEAVES, LEAVE EXTENSIONS OR RENEWALS MUST BE APPLIED FOR IN WRITING TO THE SUPERINTENDENT. LEAVES RECOMMENDED BY THE SUPERINTENDENT MUST BE APPROVED BY THE BOARD AND WRITTEN NOTICE OF APPROVAL GIVEN TO THE TEACHER.
- . ALL EXTENDED LEAVE OF ABSENCE ARE LIMITED TO TENURE TEACHERS.
- In case of continued illness the Board of Education will grant leave of absence of one year from the termination of regular sick leave as stipulated in Article 15.

#### RTICLE XVII

#### ABBATICAL LEAVE

- A. A SABBATICAL LEAVE MAY BE GRANTED TO A TEACHER BY THE BOARD OF EDUCATION FOR STUDY, INCLUDING STUDY IN ANOTHER AREA OF SPECIALIZATION, SUBJECT TO THE FOLLOWING CONDITIONS AND AS LONG AS IT APPLIES TO CLASSROOM TEACHING.
  - 1. If there are sufficient qualified applicants, sabbatical Leaves may be granted to a maximum of 5% of the teachers at any one time.

- 2. Requests for sabbatical leave must be received by March 1 preceding leave for the next school year. Action to be taken by April 1 of the same year. For budget purposes a letter of intent should be received by the Superintendent by November 1 preceding the leave year.
- 3. THE TEACHER HAS COMPLETED AT LEAST SEVEN FULL SCHOOL YEARS OF SERVICE IN THE SUSSEX-WANTAGE SCHOOL DISTRICT.
- 4. A TEACHER ON SABBATICAL LEAVE, FOR ONE YEAR, SHALL BE PAID BY THE BOARD AT FIFTY PERCENT OF THE SALARY RATE WHICH HE WOULD HAVE RECEIVED IF HE HAD REMAINED ON ACTIVE DUTY. A TEACHER MAY RECEIVE A SABBATICAL LEAVE FOR A HALF YEAR AT FULL PAY.
- 5. SABBATICAL LEAVES OTHER THAN FOR STUDY MAY BE GRANTED AS FOLLOWS:
  - A. If SUCH ABSENCE WILL BENEFIT THE SCHOOL DISTRICT EDUCATION PROGRAM. (EXAMPLES: AN INTERNSHIP PROGRAM IN AN OPEN SCHOOL ENVIRONMENT, A TEACHER EXCHANGE PROGRAM STUDY AND OR IMPLEMENTATION OF STATE OR FEDERAL PROGRAM OR OTHER CURRICULAR DEVELOPMENT).
  - B. AFTER CONSULTATION BETWEEN THE TEACHER AND THE SUPERINTENDENT TO DETERMINE A RECOMMENDATION TO THE BOARD OF EDUCATION.
  - C. AT NO TIME DURING A SABBATICAL IS A TEACHER TO RECEIVE A TOTAL STIPEND IN THE FORM OF SALARY AND/OR GRANTS-IN-AID BEYOND HIS ENTITLEMENT ON THE SALARY GUIDE.
  - D. SABBATICAL LEAVE GRANTED FOR REASONS OTHER THAN STUDY SHALL BE TAKEN OUTSIDE THE SCHOOL DISTRICT.
- 6. Upon return from Sabbatical Leave, A teacher Shall Be PLACED ON THE SALARY SCHEDULE AT THE LEVEL WHICH HE WOULD HAVE ACHIEVED HAD HE REMAINED ACTIVELY EMPLOYED IN THE SYSTEM DURING THE PERIOD OF ABSENCE.
- 7. FOR A TEACHER TAKING A SABBATICAL LEAVE, THE TEACHER MUST SIGN A LEGAL DOCUMENT AGREEING TO RETURN TO A TEACH-ING POSITION IN THE DISTRICT FOR AT LEAST 2 YEARS FOLLOW -ING SABBATICAL. IF DECIDING NOT TO RETURN, ALL SALARY PAID WHILE ON SABBATICAL LEAVE MUST BE PAID TO THE SCHOOL DISTRICT. IF THE TEACHER DOES NOT COMPLETE THE TWO YEARS, A PRO-RATA SHARE OF THE SALARY PAID WHILE ON SABBATICAL LEAVE MUST BE PAID TO THE SCHOOL DISTRICT

#### ARTICLE XVIII

#### THE BOARD AGREES

A. 1. Upon application to the Superintendent and the approval of the Board of Education, to pay full tuition and other reasonable expenses incurred for any courses,

WORKSHOPS, SEMINARS, CONFERENCES, IN-SERVICE TRAINING, AND OTHER SUCH SESSIONS WHICH A TEACHER IS REQUIRED OR REQUESTED BY THE ADMINISTRATION TO TAKE EXCEPT TEACHERS TAKING COURSES FOR CERTIFICATION.

- No teacher is required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- B. THE SUPERINTENDENT AND ADMINISTRATION ARE TO COOPERATE WITH THE ASSOCIATION IN ARRANGING IN-SERVICE COURSES, WORKSHOPS CONFERENCES AND PROGRAMS DESIGNED TO IMPROVE THE QUALITY OF INSTRUCTION WITH APPROVAL OF THE BOARD OF EDUCATION.
- C. A SCHOOL NURSE SHALL BE SCHEDULED TO BE IN EACH BUILDING FOR THE ENTIRE SCHOOL DAY.
- D. THAT COPIES OF THIS AGREEMENT SHALL BE PRINTED AT BOARD EXPENSE, AFTER AGREEMENT OF THE ASSOCIATION ON FORMAT, WITH-IN THIRTY (30) DAYS AFTER THIS AGREEMENT IS SIGNED. THE AGREEMENT SHALL BE PRESENTED TO ALL TEACHERS CURRENTLY AND HEREAFTER EMPLOYED.

#### ARTICLE X1X

#### PERSONAL AND ACADEMIC FREEDOM

A. TEACHERS SHALL BE ENTITLED TO FULL RIGHTS OF CITIZENSHIP, AND NO RELIGIOUS OR POLITICAL ACTIVITIES OF ANY TEACHER OF THE LACK THEREOF SHALL BE GROUNDS FOR ANY DISCIPLINE OR DISCRIMINATION WITH RESPECT TO THE PROFESSIONAL EMPLOYMENT OF SUCH TEACHER, PROVIDING SAID ACTIVITIES DO NOT VIOLATE ANY LOCAL, STATE OR FEDERAL LAW.

#### ARTICLE XX

#### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Sussex-Wantage Education Association, the New Jersey Education Association or the National Education Association, Such deductions shall be made in compliance with Chapter 310, public laws of 1967 (NJSA 52:14-159c) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Sussex-Wantage Education Association by the 15th of each month following the Monthly pay period in which deductions were made. Teacher authorization shall be in writing to the Secretary of the Board of Education.
  - Each of the Associations named above shall certify to the Board, in writing, the currecnt rate of its membership dues.

- 3. AUTHORIZATION FOR DUES DEDUCTION MAY BE RECEIVED UNDER RULES ESTABLISHED BY THE STATE DEPARTMENT OF EDUCATION.
- 4. THE FILING OF NOTICE OF A TEACHER'S WITHDRAWAL OF DUES DEDUCTION SHALL BE ACCORDING TO RULES ESTABLISHED BY THE STATE DEPARTMENT OF EDUCATION.
- B. 1. If a bargaining unit member does not become a member of the Association effective October 1, of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association, exclusive of fees related to partisan political activities or causes or ideological positions only incidently related to terms and conditions of employment and all benefits available only to members of the majority representative.
  - 2. PRIOR TO OCTOBER 1. OF EACH YEAR THE ASSOCIATION WILL CERTIFY TO THE BOARD IN WRITING THE AMOUNT OF THE REGULAR MEMBERSHIP DUES CHARGED BY THE ASSOCIATION. THE REPRESENTATION FEE PAID BY NON MEMBERS WILL NOT EXCEED 85% OF MEMBERSHIP DUES. INITIATION FEES AND ASSESSMENTS.
  - 3. PRIOR TO OCTOBER 1, THE TREASURER OF THE ASSOCIATION SHALL SUBMIT TO THEBOARD SECRETARY A LIST OF EMPLOYEES WHO HAVE NOT BECOME MEMBERS. THE BOARD WILL COMMENCE DEDUCTING THE REPRESENTATION FEE IN THE OCTOBER PAYCHECK AND TRANSMIT IT TO THE ASSOCIATION.
  - 4. If an employee terminates his employment or is terminated by the Board, it is agreed that his representation
    fee is considered paid in full, as it is with payment
    of dues, via payroll deductions, for Association members,
    As near as possible the process of collecting and distributing the representation fee shall follow the normal
    dues deduction process.
  - 5. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous 30 days. The list will include names, date of employment, and assignment.

THE BOARD AGREES TO ADVISE EACH NEW APPLICANT OF HIS RIGHT TO JOIN THE ASSOCIATION OR TO HAVE A REPRESENTATION FEE DEDUCTED FROM HIS CHECK ACCORDING TO PARAGRAPH B.1 OF THIS ARTICLE.

- 6. THE ASSOCIATION IS ESTABLISHING AND WILL MAINTAIN A DEMAND AND RETURN SYSTEM AS REQUIRED BY N.J.S.A.34:13A-5.6. A SUFFICIENT NUMBER OF COPIES OF THE ASSOCIATION'S DEMAND AND RETURN SYSTEM SHALL BE PROVIDED TO THE BOARD WHICH WILL ENABLE THE BOARD TO COMPLY WITH PARAGRAPH B.3 OF THIS ARTICLE.
- 7. THE ASSOCIATION AGREES TO INDEMNIFY AND HOLD THE EMPLOYER HARMLESS AGAINST ANY LIABILITY COURSE OF ACTION OR CLAIMS OF LOSS WHATSOEVER ARISING AS A RESULT OF SAID DEDUCTIONS.

## ARTICLE XXI

## DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1982, subject to the Association and Board right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF THE ASSOCIATION HAS CAUSED THIS AGREEMENT TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY ALL IN THE DAY AND YEAR FIRST ABOVE WRITTEN.

				BOARD OF
		Assoc.		EDUCATIO!
Вч		BY _		
	ITS PRESIDENT		ITS PRESIDENT	
By		By		
	ITC SCORTARY		ITE SECRETARY	

LONGEVITY Upon starting seventeenth year \$ 750 Upon starting twentieth year \$ 200

) 	Inc.		009	575	575	700	725	700	725	675	625	650	625	   3	2	675	925	
SCHEDULE A SALARY SCHEDULE 1981-82	I. M.A.+30 Degree	14,100	14,700	15,275	15,850	16,550	17,275	17,975	18,700	19,375	20,000	20,650	21,275	21 925	776	22,600	23,525	
	H. M.A.+15 Degree	13,650	14,250	14,825	15,400	16,100	16,825	17,525	18,250	18,925	19,550	20,200	20,825	21 475	C/+ 177	22,150	23,075	
	G. M.A. Degree	13,300	13,900	14,475	15,050	15,750	16,475	17,175	17,900	18,575	19,200	19,850	20,475	01 106	671677	21,800	22,725	
	F. B.A.+30 Degree	12,925	13,525	14,100	14,675	15,375	16,100	16,800	17,525	18,200	18,825	19,475	20,100	00 750	067,03	21,425	22,350	
	E. B.A.+20 Degree	12,375	12,975	13,550	14,125	14,825	15,550	16,250	16,975	17,650	18,275	18,925	19,550	000	20,200	20,875	21,800	
	D. BA.+10 Degree	12,025	12,625	13,200	13,775	14,475	15,200	15,900	16,625	17,300	17,925	18,575	19,200	010 01	000,61	20,525	21,450	
	c. B.A. Degree		12,275	12,850	13,425	14,125	14,850	15,550	16,275	16,950	17,575	18,225	18,850		13,000	20,175	21,100	
	A. Non Degree	10,875	11,475	12,050	12,625	13,325	14,050	14,750	15,475	16,150	16,775	17,425	18,050	000	18,/00	19,375	20,300	
	Step on Guide	٦.	2.	3.	4	5.	9	7.	80	9.	10.	11.	12.		13.	14.	15.	1

Each teacher on step 12,13, & 14 during the 1980-81 school year will receive \$550 of longevity upon starting their 15th year, as is current practice.

## SCHEDULE B - EXTRA CURRICULAR

## INTRAMURALS GIRLS SOFTBALL BOYS FOOTBALL Boys Soccer Boys Field Hockey . . . . . . . . . . . . . . . . . . . GIRLS BASKETBALL TENNIS INTERSCHOLASTIC TRACK BASKETBALL CHEERLEADING OTHER AUDIO-VISUAL BOWLING CLUB (PER GRADE)..... SWIM CLUB SKI CLUB (EVERY TWO GRADES ..... YEAR BOOK NEWSPAPER STUDENT COUNCIL DRAMA COACH Non-school day activity approved by Board of Education such as Band Parade ..... \$ 34/day

OVERNIGHT TRIPS SUCH AS OUTDOOR EDUCATION....\$22.50/DAY