

AGREEMENT

Sussex County Voc-Tec School Board
BOARD OF EDUCATION OF THE VOCATIONAL of Education

SCHOOL IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL-TECHNICAL

TEACHERS EDUCATION ASSOCIATION

INC.

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X JULY 1, 1984 through JUNE 30, 1987

Approved June 12, 1984

PREAMBLE

This AGREEMENT is entered into this twelfth day of June 1984, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX, County of Sussex, New Jersey, hereinafter called the "Board" and SUSSEX COUNTY VOCATIONAL-TECHNICAL TEACHERS EDUCATION ASSOCIATION, INC., herinafter called the "Association."

ARTICLE I
RECOGNITION

A. UNIT

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

B. DEFINITION OF TEACHER

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

C. PART-TIME PERSONNEL

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

D. HOURLY PERSONNEL

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

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

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

2. AGGRIEVED PERSON

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

3. PARTY IN INTEREST

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

B. PURPOSE

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

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

C. PROCEDURE

1. TIME LIMITS

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

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

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

2. YEAR END GRIEVANCES

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

ARTICLE II (cont'd)

3. LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERIOR

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

4. LEVEL TWO - SUPERINTENDENT AND/OR ASSISTANT SUPERINTENDENT

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

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Director/Superintendent, and/or Assistant Superintendent, he shall notify, in writing, within ten (10) days of the date by which the response was or should have been made, the Secretary of the Board of Education. The

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing is to be held in Executive Session no later than the next regular Board meeting.

6. LEVEL FOUR - ARBITRATION

a) If the grievant is dissatisfied with the results of the Board action, and the grievance alleges a violation, misinterpretation or misapplication of the Agreement, then within twenty (20) days the grievant may move the matter to arbitration.

b) The submission shall be made to, and the processes for selection of an arbitrator shall be those of the American Arbitration Association.

c) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision not later than thirty (30) calendar days from the date of close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

between the parties and shall be bound by the specific and express terms thereof as well as any applicable policy of the Board of Education. The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties.

d) The costs of the services of an arbitrator shall be borne equally by the Board and the Association.

7. DELIMITATION

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

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION

Any aggrieved person shall be represented at all stages of the grievance procedure by himself, or at his

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

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

2. REPRISALS

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

E. MISCELLANEOUS

1. GROUP GRIEVANCE

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

2. WRITTEN DECISIONS

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

3. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate

ARTICLE II (cont'd)

GRIEVANCE PROCEDURE

file and shall not be kept in the personnel files of any of the participants.

4. MEETINGS AND HEARINGS

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

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

ARTICLE III
TEACHER RIGHTS

A. JUST CAUSE PROVISION

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

B. CRITICISM OF TEACHERS

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

C. ASSOCIATION IDENTIFICATION

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

D. NOTIFICATION OF VACANCIES

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

E. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations

ARTICLE III (cont'd)

STATUTORY SAVINGS CLAUSE

including such rights as may exist under Chapter 123 Laws of 1974. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

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

B. USE OF SCHOOL BUILDINGS

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

C. USE OF SCHOOL EQUIPMENT

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

D. BULLETIN BOARDS

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

ARTICLE IV (cont'd)

ASSOCIATION RIGHTS AND PRIVILEGES

E. MAIL FACILITIES AND MAIL BOXES

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

F. PRINCIPAL'S ADVISORY COUNCIL

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

ARTICLE V

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

CREDIT FOR EXPERIENCE

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

B. RETURNING TO THE DISTRICT

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

C. PREVIOUS SICK LEAVE ACCUMULATION

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

D. TENURED EMPLOYEE-RIF

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

ARTICLE VI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

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

B. ASSAULT

1. LEGAL ASSISTANCE

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

2. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

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

ARTICLE VII
EVALUATION PROCEDURE

A. PROCEDURES

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

B. PERSONNEL FILES

1. FILE

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

2. NO SEPARATE FILE

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

ARTICLE VIII

SICK LEAVE

A. ACCUMULATIVE

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

B. NOTIFICATION OF ACCUMULATION

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

C. ACCUMULATIVE SICK LEAVE

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

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE

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

1. PERSONAL

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

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

ARTICLE IX (cont'd)

TEMPORARY LEAVE OF ABSENCE

2. PROFESSIONAL

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

3. PERSONAL ILLNESS

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

4. ILLNESS IN FAMILY

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

5. BEREAVEMENT

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

ARTICLE IX (cont'd)

TEMPORARY LEAVE OF ABSENCE

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

6. TEMPORARY MILITARY

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

7. UNUSED SICK DAYS

Teachers who retire in Year One and Year Two of the contract in force shall be reimbursed for unused sick days at the rate of:

- a) Year One - \$35 per day not to exceed \$500.
- b) Year Two - \$35 per day not to exceed \$1,000.
- c) Year Three - Unused sick days accumulated

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

ARTICLE IX (cont'd)

TEMPORARY LEAVE OF ABSENCE

employment. Teachers whose occasional absence rate exceeds 3.5% during the immediate five years previous shall not be compensated for unused sick time.

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

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

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

B. MATERNITY

1. CHILD REARING

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

a) Maternity leave shall commence on the date requested by the teacher providing the Board is notified ninety (90) days in advance of date requested.

b) Any teacher granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for same.

c) No teacher shall be prevented from returning to work after childbirth solely upon the ground that there has not been a time lapse between childbirth and the desired date of

ARTICLE X (cont'd)

EXTENDED LEAVES OF ABSENCE

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

d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

2. PREGNANCY

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

ARTICLE XI

SABBATICAL LEAVES

A. PURPOSE

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

B. CONDITIONS

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

1. PERCENTAGE OF TEACHERS

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

2. REQUEST

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

3. MINIMUM TIME TO QUALIFY

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

4. PAY

Individuals approved for sabbatical leave shall be

ARTICLE XI (cont'd)

SABBATICAL LEAVES

paid in accordance with the following provisions:

a) Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their yearly salary for the year that they are on sabbatical leave.

b) Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half year that they are on sabbatical leave.

c) A teacher who is approved for a sabbatical leave shall return to Vo Tech for a period of two (2) years after completion of a sabbatical leave, or return his compensation to the Board of Education.

5. RETURN

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

ARTICLE XII

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. CHECK IN PROCEDURE

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

2. LENGTH OF DAY

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

3. ARRIVAL AND DISMISSAL TIME

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

ARTICLE XII (cont'd)

TEACHING HOURS AND TEACHING LOAD

B. TEACHING LOAD

1. INSTRUCTIONAL PLAN

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

2. NUMBER OF PREPARATIONS - YEAR ONE

a) Teachers with six (6) pupil contact periods shall ordinarily not be assigned a seventh: hall, cafeteria, in-school suspension, or any other non-teaching assignment of thirty (30) minutes or more. Teachers may volunteer for a seventh or an eighth non-teaching pupil contact period and shall be paid \$750 per year per assignment. In the event all available teachers have six contact periods and no volunteers are available, the Principal shall meet with the Association executive committee to consider alternatives and before making a final decision. The Principal makes involuntary assignments and shall report each such assignment to the Superintendent and to the Association. Teachers so assigned shall be paid \$750 and may not be assigned more than one duty.

b) Vocationally certified teachers who teach vocational subjects or majors may be assigned to teach eight (8) periods. Said teachers shall receive \$1,500 per period each for the seventh and eighth period. All assignments to shop teachers must be in their area of certification or a related shop.

ARTICLE XII (cont'd)

TEACHING HOURS AND TEACHING LOAD

c) Classroom teachers may be assigned to teach up to three different preparations. A preparation shall be defined as a separate course by title and course description. Pupil ability grouping levels within a course shall not constitute separate preparations. In the event the maximum number of teaching assignments in a department is exceeded by the number of sections scheduled, then members of the department may volunteer to teach up to one additional section at the rate of \$1,500 per section. No more than four (4) sections in any given department may be treated in this manner.

Teachers of vocational subjects and/or majors defined as shops shall be treated in the same manner as classroom teachers. Each shop level (I, II, III, IV, etc.) shall constitute a preparation.

3. NUMBER OF PREPARATIONS - YEARS TWO AND THREE

A preparation shall be defined as a separate course by title and course description. Pupil ability grouping levels within a course shall not constitute separate preparations. All teachers may be assigned to teach up to three preparations. In the event it is necessary to assign a fourth preparation, volunteers will be sought. If no one volunteers, a fourth assignment may be made. A volunteer or assigned teacher will receive an additional payment of \$2,000.

a) Teachers of vocational subjects and/or majors defined as shops may be assigned to teach a seventh and

ARTICLE XII (cont'd)

TEACHING HOURS AND TEACHING LOAD

eighth period. Said teachers shall receive \$2,000 per period.

b) Classroom teachers may be assigned up to seven (7) teaching periods. Said teachers shall receive \$2,000 for each period beyond six (6) periods.

c) All other personnel shall be assigned in accordance with past practice.

4. DUTY ASSIGNMENTS

a) Teachers with six (6) pupil contact periods may be assigned one (1) non-teaching duty of thirty (30) minutes or less.

b) Teachers with seven (7) pupil contact periods may not be assigned a non-teaching duty.

c) Teachers may volunteer for non-teaching duties of one period in length and shall be paid at the rate of \$750 per assignment beyond the sixth contact period. This provision shall also apply to cafeteria duty including the breakfast program.

d) Teachers may not be assigned cafeteria duty during the regular school day except when adult supervision must be provided. The Principal may assign coverage on a rotation basis. Teachers will be paid \$15 per such coverage.

5. STUDENT TEACHER

Teachers must give approval prior to accepting a student teacher.

6. SCHOOL CALENDAR

A copy of each year's school calendar will be distributed to all teachers upon approval of the calendar by

ARTICLE XII (cont'd)

TEACHING HOURS AND TEACHING LOAD

the Board. Teachers who have completed all obligations are free to leave upon the completion of the sign-out procedure.

7. SUBSTITUTES

a) Academic teachers who have a seventh pupil contact period shall not be used to substitute for an absent colleague.

b) Teachers who are assigned to substitute during their scheduled preparation period shall be paid \$10 for each such period.

c) When classes are assigned to other teachers because of a colleague's absence, that teacher shall receive \$10 for each such period.

8. LUNCH PERIOD

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

9. MEETINGS

a) Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings, no more than two (2) meetings per month. Such meetings shall begin no later than ten (10) minutes after the students' dismissal time and shall run for no more than sixty (60) minutes except in case of emergency.

b) PRIOR TO HOLIDAYS AND WEEKENDS

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

ARTICLE XII (cont'd)

TEACHING HOURS AND TEACHING LOAD

c) EVENING MEETINGS

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

C. PREPARATION TIME

It is desirable that academic teachers, in addition to their lunch period, shall have daily preparation periods during which they shall not be assigned to any other duties, except in emergency situations.

D. EXTRACURRICULAR ACTIVITIES

Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary. Compensation, if any, shall be in accordance with Appendices II and III.

E. TEACHER WORK YEAR

1. TEN-MONTH PERSONNEL

For the school year, the in-school work year for teachers employed on a ten-month basis (other than new personnel who may be required to attend an additional day of orientation) shall be as follows: 1984-1985, 185 days; 1985-1986, 187 days; 1986-1987, 187 days. Work days shall occur between September 1 and June 30 of each year.

2. INCLEMENT WEATHER

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

ARTICLE XIII

SALARIES

A. The salary guides for 1984-85, 1985-86, and 1986-87 are attached. Salary will be determined in accordance with the levels specified in each guide. Each teacher will attain a level on the guide in the third year which will be used for the purpose of determining salary for that year. Each teacher will be notified by December 30 of each year regarding the number of years of service he has in the district.

All persons shall be placed on the 1984-85 salary guide at the level specified in Appendix I except that no person shall receive less than \$1,200 nor more than \$2,000. In 1985-86 and 1986-87 all persons shall be placed on a level in the guide as specified in Appendix I.

B. PAYMENT FOR ADVANCED DEGREE

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

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

C. COURSE REIMBURSEMENT

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

ARTICLE XIII (cont'd)

SALARIES

Spring Courses - January 15
Summer Courses - June 15
Fall Courses - September 15

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

3. Teachers shall be entitled to tuition reimbursement at the state college graduate rate for up to six (6) credits per year.

4. Persons who elect course reimbursement are not eligible for lump sum payments.

5. To qualify for reimbursement, the courses must be in the teacher's area of certification or part of an advanced degree program and must be completed with a grade of "C" or better.

6. Effective July 1, 1984, teachers may elect for a lump sum payment or course reimbursement. Lump sum payments shall be made upon certification by the college or university that the advanced degree has been conferred. All advanced degree programs must be approved by the Superintendent before a teacher matriculates in order for the teacher to be eligible for a lump sum payment.

D. TRAINING PROGRAMS

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

ARTICLE XIII (cont'd)

SALARIES

E. PAY DAY

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

F. FINAL DAY

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

ARTICLE XIV

HEALTH BENEFITS

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

Health Insurance

For the three years that this contract shall be in force, health benefits coverage for eligible employees shall continue as that provided by the Board during the 1983-84 school year.

ARTICLE XV

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

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

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice ninety (90) days in advance to the effective date of such change.

ARTICLE XV (cont'd)

DEDUCTION FROM SALARY

B. LOCAL, STATE AND NATIONAL SERVICES

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

C. TAX SHELTERED ANNUITY

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

D. PAYROLL SAVINGS PLAN

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

ARTICLE XVI

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

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

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

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

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION

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

B. SEPARABILITY

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

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

D. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced and cost of the expense of materials for such reproduction shall be

ARTICLE XVII

MISCELLANEOUS PROVISIONS

shared by the Board and the Association. The Agreement shall be presented to all teachers now employed by the Board.

E. NOTICE

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

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

SALARY GUIDE

1984-1985	1985-1986	1986-1987
<u>Level</u>	<u>Level</u>	<u>Level</u>
1 \$17,000		
2 18,000	→ 1 \$19,000	
3 19,000	→ 2 20,000	→ 1 \$20,000
4 20,000	→ 3 21,600	→ 2 22,000
5 21,200	→ 4 23,200	→ 3 24,000
6 22,400	→ 5 24,800	→ 4 26,500
7 23,600	→ 6 26,400	→ 5 29,000
8 24,800	→ 7 28,000	→ 6 31,500
9 26,000	→ 8 29,600	→ 7 34,000
10 27,200	→ 9 31,200	→ 8 36,500
11 28,400	→ 10 32,800	→ 9 39,000
12 29,600	→ 11 34,400	→ 10 41,500
13 30,800	→ 12 36,000	
14 32,000	→ 13 38,000	
15 33,200		
16 34,400		
17 36,000		

1984-1985

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	\$2,194.25	\$2,539.24	\$2,637.66	\$3,087.28	\$3,411.55
Basketball	2,012.95	2,323.75	2,419.06	2,831.39	3,128.72
Wrestling	2,012.95	2,323.75	2,419.06	2,831.39	3,128.72
Baseball	1,829.58	2,112.40	2,410.77	2,574.46	2,843.82
Softball	1,829.58	2,112.40	2,410.77	2,574.46	2,843.82
Track	1,829.58	2,112.40	2,410.77	2,574.46	2,843.82
Cross Country	1,097.12	1,268.06	1,317.80	1,544.68	1,707.33
Tennis	1,097.12	1,268.06	1,317.80	1,544.68	1,707.33
Bowling	747.99	864.02	886.82	1,049.47	1,159.28
Asst. Football	1,425.54	1,648.28	1,713.54	2,008.80	2,220.15
Asst. Basketball	1,306.40	1,508.42	1,570.58	1,840.97	2,034.70
Asst. Wrestling	1,306.40	1,508.42	1,570.58	1,840.97	2,034.70
Asst. Baseball	1,100.23	1,284.64	1,469.05	1,649.31	1,822.32
Asst. Softball	1,100.23	1,284.64	1,469.05	1,649.31	1,822.32
Asst. Track	1,100.23	1,284.64	1,469.05	1,649.31	1,822.32
Swim Coach	1,829.58	2,112.40	2,410.77	2,574.46	2,843.82
Asst. Swim Coach	1,100.23	1,284.64	1,469.05	1,649.31	1,822.32

1985-1986

Appendix II

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	\$2,273.24	\$2,630.67	\$2,732.62	\$3,198.42	\$3,534.37
Basketball	2,085.42	2,407.41	2,506.15	2,933.32	3,241.35
Wrestling	2,085.42	2,407.41	2,506.15	2,933.32	3,241.35
Baseball	1,895.45	2,188.45	2,497.56	2,667.14	2,946.20
Softball	1,895.45	2,188.45	2,497.56	2,667.14	2,946.20
Track	1,895.45	2,188.45	2,497.56	2,667.14	2,946.20
Cross Country	1,136.62	1,313.71	1,365.24	1,600.29	1,768.79
Tennis	1,136.62	1,313.71	1,365.24	1,600.29	1,768.79
Bowling	774.92	895.13	918.75	1,087.25	1,201.01
Asst. Football	1,476.86	1,707.62	1,775.23	2,080.37	2,300.08
Asst. Basketball	1,353.43	1,562.72	1,627.12	1,907.25	2,107.95
Asst. Wrestling	1,353.43	1,562.72	1,627.12	1,907.25	2,107.95
Asst. Baseball	1,139.84	1,330.89	1,521.94	1,708.69	1,887.92
Asst. Softball	1,139.84	1,330.89	1,521.94	1,708.69	1,887.92
Asst. Track	1,139.84	1,330.89	1,521.94	1,708.69	1,887.92
Swim Coach	1,895.45	2,188.45	2,497.56	2,667.14	2,946.20
Asst. Swim Coach	1,139.84	1,330.89	1,521.94	1,708.69	1,887.92

1986-1987

	Step 1	Step 2	Step 3	Step 4	Step 5
Football	\$2,355.08	\$2,725.37	\$2,831.00	\$3,313.56	\$3,661.61
Basketball	2,160.50	2,494.08	2,596.37	3,038.92	3,358.04
Wrestling	2,160.50	2,494.08	2,596.37	3,038.92	3,358.04
Baseball	1,963.69	2,267.23	2,587.47	2,763.16	3,052.26
Softball	1,963.69	2,267.23	2,587.47	2,763.16	3,052.26
Track	1,963.69	2,267.23	2,587.47	2,763.16	3,052.26
Cross Country	1,177.54	1,361.00	1,414.39	1,657.90	1,832.47
Tennis	1,177.54	1,361.00	1,414.39	1,657.90	1,832.47
Bowling	802.82	927.36	951.83	1,126.39	1,244.25
Asst. Football	1,530.03	1,769.09	1,839.14	2,155.26	2,382.88
Asst. Basketball	1,402.15	1,619.00	1,685.70	1,975.91	2,183.83
Asst. Wrestling	1,402.15	1,619.00	1,685.70	1,975.91	2,183.83
Asst. Baseball	1,180.87	1,378.80	1,576.73	1,770.20	1,955.89
Asst. Softball	1,180.87	1,378.80	1,576.73	1,770.20	1,955.89
Asst. Track	1,180.87	1,378.80	1,576.73	1,770.20	1,955.89
Swim Coach	1,963.69	2,267.23	2,587.47	2,763.16	3,052.26
Asst. Swim Coach	1,180.87	1,378.80	1,576.73	1,770.20	1,955.89

Appendix III

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Newspaper	\$ 797	\$ 826	\$ 856
Yearbook	2,000	2,500	3,000
Student Council	1,076	1,115	1,155
Treasurer/Bursar	1,600	1,800	2,000
Senior Class Advisor	1,012	1,048	1,086
Junior Class Advisor	607	629	652
Sophomore Class Advisor	555	575	596
Freshman Class Advisor	555	575	596
Cheerleader - Varsity	750	900	1,000
Cheerleader - J. V.	550	700	750
FFA Advisor	872	903	936
Greenhouse Advisor	1,908	1,975	2,046
Varsity Club	892	924	957
Drama	581	602	624
National Honor Society	511	529	548
Dance Instructor (Dance Club)	673	697	722

SIGNATURE PAGE

Signed this TWELFTH day of JUNE 1984.

SUSSEX COUNTY VOCATIONAL
TECHNICAL SCHOOL TEACHERS
ASSOCIATION

By: *A. C. Walker*
President

By: *Rinda Lillernagl*
Secretary

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

By: *Edin F. Paul*
President

By: *Frank W. Cheney*
Secretary