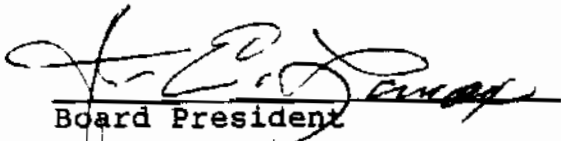


Contract no. 825

SALEM COUNTY VOCATIONAL TECHNICAL SCHOOLS
SALEM COUNTY BOARD FOR VOCATIONAL EDUCATION
AGREEMENT

SALEM COUNTY VOCATIONAL TEACHERS ASSOCIATION
SEPTEMBER 1, 1991 - AUGUST 31, 1994


Board President


Association President

Date 8/28/91

Date 8/28/91

TABLE OF CONTENTS

	PAGE
PREAMBLE	5
ARTICLE I Recognition	5
A. Unit	5
B. Definition of Teacher	5
ARTICLE II Negotiation Procedure	6
A. Deadline Date	6
B. Negotiations With Other Organizations	6
C. Understanding on Matters of Negotiation	7
D. Modification	7
ARTICLE III Grievance Procedure	7
A. Definitions	7
B. Purpose	8
C. Procedure	8
D. Rights of Members to Representation	13
ARTICLE IV Rights of the Parties	14
A. Just Clause Provision	14
B. Required Hearings	15
C. Criticism of Teachers	15
D. Use of School Buildings	15
E. Information	16
F. No Release Time for Negotiations and Grievance Proceedings	16
G. Personal Life of Teacher	16
H. Exclusive Rights	16

ARTICLE V Teaching Hours and Teaching Load	17
A. Teacher Day	17
B. Meetings	18
C. Teacher Year	19
D. Class Substitution	19
E. Teacher Coverage	20
ARTICLE VI Teacher Employment	20
A. Notification	20
B. Intent	20
ARTICLE VII Teacher Assignment	21
A. Notification	21
B. Revisions	21
ARTICLE VIII Transfers and Reassignments	21
A. Notification of Vacancies	21
ARTICLE IX Promotions	22
A. Positions Included	22
B. Criteria for Notice	23
C. Applications	23
ARTICLE X Professional Development and Educational Improvement	24
A. Programs	24
ARTICLE XI Insurance Protection	26
A. Health Coverage	26
B. Prescription Plan	26
C. Dental Plan	26
D. Washington National	26

ARTICLE XII Teacher Evaluation	27
A. Performance Appraisals	27
B. General Criteria	27
C. Nontenure Teachers	28
D. Tenure Teachers	29
E. Evaluation Reports	29
F. Personnel Records	29
G. Complainants	31
H. Terminations	31
ARTICLE XIII Protection of Teachers, Students and Property	32
A. Unsafe and Hazardous Conditions	32
B. Assault	32
ARTICLE XIV Leaves of Absence	34
A. Sick Leave	34
B. Payment for Unused Sick Leave	34
C. Emergency Leave	35
D. Bereavement Leave	36
ARTICLE XV Salary	36
A. Salary	36
B. Market Adjustment	36
C. Placement on the Guide - (Entry Point)	37
D. Categories (Academic Credentials)	38
E. Bonuses	40
F. Method of Payment	41
G. Reclassification	42
H. Salary Adjustments and Increases	42
I. Salary Deductions	43

ARTICLE XVI Miscellaneous Provisions	44
A. Teacher - Administration Liaison	44
B. Separability	45
C. Compliance	45
D. Fair Dismissal Procedure and Acceptance of Reemployment	45
E. Staff Facilities	47
F. Evening School	47
G. Outside Projects	47

PREAMBLE

This Agreement entered into this thirtieth day of July, 1991, by and between the Salem County Board for Vocational Education, hereinafter called the "Board," and the Salem County Vocational Teachers Association, hereinafter called the "Association." This agreement is effective on September 1, 1991 and expires on August 31, 1994.

Open Issues - None

ARTICLE I

Recognition

A. Unit

The Board hereby recognizes the Salem County Vocational Teachers Association as the exclusive and sole representative of the professional staff, as defined below, for collective negotiation concerning grievances and terms and conditions of employment.

Professional Staff: Those full-time day school teaching staff members who hold an appropriate New Jersey teaching certificate for the position for which they are employed.

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", where 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 female teachers.

ARTICLE II

Negotiation Procedure

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning teacher employment. Such negotiations shall begin 120 days prior to the budget election date, unless a change in date is mutually agreed to by both parties. Any Agreement so negotiated shall apply to all employees in this negotiating unit; shall be reduced to writing; shall be submitted for adoption by the Board and the Association; and upon adoption shall be signed by the Board and the Association. The Board and the Association retain the right to ratify or reject any tentative agreement reached by their negotiating committees.

B. Negotiations With Other Organizations

The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in the RECOGNITION of the Agreement, with any organization other than that designated as the representative

pursuant to Chapter 123, Public Laws 1974, for the duration of this Agreement.

C. Understanding On Matters Of Negotiation

This Agreement incorporates the entire understanding of the parties on matters which were the subject of negotiation. During the term of this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement. All items in the Agreement become part of Board Policy; all items not covered by the Agreement are subject to Board Policy.

D. Modification

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. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement. Grievances concerning Board policies and administrative decisions that affect terms and conditions of employment, not covered by the

contract grievance procedure, may be filed in accordance with Sections A, B, C and D of this article, excepting that such grievance shall not proceed beyond level three and the decisions reached at that level shall be considered final in terms of this contract.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party In Interest

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

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.

C. Procedure

1. Time Limits

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. Any grievance filed under the conditions of this Agreement must be filed within twelve (12) calendar days of the occurrence of the alleged incident or action.

2. Year-End Grievances

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 school year, could result in irreparable harm to a party in interest. The time limits set forth herein may be reduced so that the grievance procedure can be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Continuation Of Responsibility

It is understood that any employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

4. Level One - Principal Or Immediate Superior

A teacher with a grievance shall first discuss it with his/her principal or immediate superior with

the objective of resolving the matter informally. A decision shall be given by the principal or immediate superior within five (5) calendar days.

5. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, he/she may file the grievance in writing with the (5) calendar days after the decision at Level One or ten (10) calendar days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days from the date of receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

6. Level Three - Board

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 ten (10)

calendar days after the grievance was delivered to the Superintendent, he/she may, within five (5) calendar days after a decision by the Superintendent or fifteen (15) calendar days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or at the request of the grievant, hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of receipt of the appeal by the Superintendent or, if a hearing is held, within ten (10) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) calendar days after receipt of the appeal notice.

7. Level Four - Arbitration

(a) If the aggrieved person(s) is/are not satisfied with the disposition of his/her grievance at Level Three, the grievant may request in writing that the Association submit the

grievance to arbitration. If the Association determines that the grievance is meritorious, it may request the appointment of an arbitrator and such a request to be made known to the Superintendent within twenty (20) calendar days of receipt of the Board decision.

(b) Within thirty (30) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association. The expenses of arbitration will be shared equally by the Board and the Association.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only on the parties.

(d) The contract shall provide for binding

arbitration over grievances alleging a violation of the "just cause" clause.

(Article IV Rights of the Parties-A)

D. Rights Of Members To Representation

1. Teacher and Association Any aggrieved person may be represented during the grievance procedure by himself/herself or, at his or her option, by a representative selected and approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure after Level One and shall have the option to submit its views in writing. The Association shall be advised of the disposition of said grievance.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by 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 reason of such participation.

3. Meetings and Hearings

Meetings and hearings at Levels One and Two of 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; and at other levels, meetings and hearings shall be held in compliance with the Open Public Meetings Act (N.J. chapter 231, P.L. 1975.)

ARTICLE IV

Rights of the Parties

A. Just Clause Provision

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance, attitude and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with the individual contracts, but shall not include the nonrenewal of a nontenured teacher for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general

employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a nondiscriminatory fashion.

The Superintendent, after consultation with Association officers, shall propose to the Board a list of offenses for which fines may be warranted.

B. Required Hearings

Whenever any teacher is required to appear for a formal hearing before the Superintendent or the Board of Education concerning serious matters which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, then he/she shall be given one (1) school day's prior written notice of the reasons for such a hearing and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such hearing.

C. Criticism of Teachers

Criticism of a teacher by a supervisor or administrator shall be made in private whenever possible.

D. Use of School Buildings

Representatives of the Association, the Salem County Education Association, the New Jersey Education Association and the National Education Association may 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 and provided permission is obtained from the Board of Education or its authorized representative.

E. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public information concerning the educational program and the financial resources of the district.

F. No Release Time for Negotiations and Grievance Proceedings

Negotiations and grievance proceedings through Level Three shall not be held during instructional time.

G. Personal Life of Teacher

The personal life of a teacher shall not be the concern of the Board except as it may directly affect the teacher's performance.

H. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive

representative of the teachers and to no other organizations representing teachers.

ARTICLE V

Teaching Hours and Teaching Load

A. Teacher Day

1. Check-In and Checkout Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by indicating the time of arrival and departure in the appropriate column of the faculty "sign in" roster in his/her building or as designated by the administration after consultation with the Association.

2. Length of Day

The length of the school day shall be determined by the Superintendent in consultation with the Association but must be approved by the Board of Education.

3. School Emergencies

Teachers will be notified, when possible, if their attendance shall not be required because of school emergencies.

4. Additional Compensation

Any teacher who accepts work approved by the

Superintendent beyond their regular teaching assignment, shall be compensated at an hourly rate based upon his/her annual salary. This rate shall be computed based upon one day equaling 1/200 of the annual salary figure. This salary rate shall apply only to those activities considered teaching (requiring lesson plans) in nature. Any teacher who accepts work for a nonteaching (no lesson plans required) area shall negotiate the rate of compensation with the Board of Education on an individual basis. This clause does not apply to salary rates that are established for the adult evening division or for special federal projects not covered by this contract or those activities considered extra curricular in nature.

5. Lunch Periods

All Teachers shall have a duty free lunch period equal to that of students. Teachers shall recognize their responsibility and perform accordingly under emergency conditions. Teachers may not leave school facilities without permission of their immediate supervisor during their lunch period.

B. Meetings

Teachers may be required to remain after the end of the regular work day without additional compensation, for

the purpose of attending formal faculty meetings or other professional meetings for three (3) days each month for a maximum of two and one-half (2 1/2) hours per month and for an average of two (2) cluster meetings per month when needed, excepting in the case of emergencies when additional meetings may be needed. This provision does not apply to teachers new to the district who may be required to participate in additional meetings. Each building complex faculty will not be required to attend more than four (4) evening assignments each school year without additional compensation.

C. Teacher Year

The work year for teachers, covered by the Agreement, shall consist of 183 instructional days and four (four) non-instructional days, which shall normally be scheduled between September 1st and June 30th. In addition, two (2) full orientation days for teachers new to the district may be scheduled. Two (2) of the four (4) noninstructional days may be scheduled for the last week in August or prior to Labor Day at the Board's discretion after consultation with the Association. Proper notice of these days shall be provided to employees prior to July 1.

D. Class Substitution

Every effort will be made to obtain a substitute teacher when such is necessitated due to the absence of the regular teacher. It is recognized by the Salem County Vocational Teachers Association that in order for substitute teachers to be obtained, administrative procedures established for proper identification of absence must be adhered to and that substitute lesson plans must be adequate and up-to-date. If it is necessary, due to circumstances beyond the control of school officials to place students from their assigned classes into other areas, the teacher will first be asked and every attempt will be made to move students into occupational cluster areas with as much similarity to their own as possible.

E. Teacher Coverage

Instructors will provide supervision at all times for students who are assigned to them.

ARTICLE VI

Teacher Employment

A. Notification

Teachers shall be notified of their contract and salary status for the ensuing school year in accordance with statutory and administrative code requirements.

B. Intent

Teachers shall complete forms provided by the Board of Education indicating their intentions for the ensuing

school year no later than March 15th, unless there are extenuating circumstances caused by a medical problem. Forms shall be provided by the Board at least five (5) school days in advance of the deadline date.

ARTICLE VII

Teacher Assignment

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, subject assignments, and building assignments for the forthcoming year no later than July 30th.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, or building assignments are proposed after August 1st, any teacher affected shall be notified in writing.

ARTICLE VIII

Transfer and Reassignments

A. Notification of Vacancies

1. Date

No later than April 30th of each school year, the Superintendent or his designee shall post in each building complex, a list of the known vacancies which will occur during the following school year.

2. Filing Requests

Teachers who desire a change in shop 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 shop to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 1st.

ARTICLE IX

Promotions

A. Positions Included

Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies shall be posted by the Superintendent or his/her designee.

1. School Year Notification

When school is in session, a notice shall be posted in each school as far in advance as practicable. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent or his/her

designee shall acknowledge in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for consideration for future vacancies until the office is notified, in writing by an applicant, that the application is withdrawn or until August 31st following the previous contractual year.

2. Summer Notification

All teachers shall be notified of all certificated staff openings which may be filled during the summer period when school is not regularly in session. Such notice shall be sent to all eligible teachers as far in advance of the closing dates for applications as practical.

B. Criteria for Notice

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

C. Applications

All qualified teachers shall be given five (5) days opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. In filling such

vacancies, consideration shall be given to qualified teachers already employed by the Board.

ARTICLE X

Professional Development and Educational Improvement

A. Programs

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

1. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any of the above which a teacher is directed by the Administration, in writing, to take. Teachers are encouraged to continue further training in properly accredited colleges and universities.
2. Candidates for further academic work shall register their intention with the Superintendent prior to embarking on the course and obtain the approval of the Superintendent for the program. Tuition for courses taken between July 1st and June 30th of the 1991-92 school year shall be reimbursed up to, and including, \$675 per year. Three thousand three hundred seventy-five dollars (\$3,375) shall be budgeted for this purpose and if requests exceed

this figure, then the amount paid for each staff member shall be reduced proportionately, based upon the total budgeted figure. Tuition for courses taken between July 1 and June 30 of the 1992-93 school year shall be reimbursed up to seven hundred twenty-five dollars (\$725) per year. Three thousand six hundred twenty-five dollars (\$3,625) will be budgeted for this purpose. Tuition for courses taken between July 1 and June 30 of the 1993-94 school year shall be reimbursed up to seven hundred seventy-five dollars (\$775) per year. Three thousand eight hundred seventy-five dollars (\$3,875) will be budgeted for this purpose. If requests exceed this figure for each year, then the amount paid for each staff member shall be reduced proportionately based on the total budgeted figure. Requests for reimbursement shall be made annually during the month of May. Final payment, however, is subject to submission of a paid receipt or canceled check indicating the actual cost of the tuition and an official transcript indicating that the course has successfully been completed. These provisions are not applicable for courses taken in pursuit of a standard New Jersey teaching certificate or for credits to maintain the position.

ARTICLE XI

Insurance Protection

A. Health Coverage

The Board shall pay the full cost of the basic health care plan for the employee. The Board shall pay 80% of the difference between the cost of the Employee Only Plan and the Employee and Spouse or Employee and Child or Family Plan, dependent upon employee eligibility. The Board shall not pay the additional costs for a Health Care Management Organization (HMO) or any other supplemental plan. In the event that the state upgrades the New Jersey Health Benefits Plan from the 14/20 series to a higher level plan, any such additional costs will not automatically be paid by the Board, but shall be subject to negotiations between the parties.

B. Prescription Plan

For eligible teachers the Board of Education shall provide a co-pay prescription plan for each eligible teacher and dependent(s) if applicable. For the 1991-92 school year the Board shall pay up to five hundred dollars (\$500) for each eligible teacher and dependent as may be applicable, for the 1992-93 school year up to five hundred seventy dollars (\$570) and for the 1993-94 school year up to six hundred forty-five dollars (\$645).

C. Dental Plan

For eligible teachers the Board shall pay up to six hundred dollars (\$600) of the premium for each eligible teacher and dependent(s) as may be applicable. For the 1992-93 school year the Board shall pay up to six hundred fifty dollars (\$650) and for the 1993-94 school year up to seven hundred dollars (\$700).

D. Washington National

The Superintendent shall permit representatives of the NJEA Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district 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 representative shall be permitted a minimum of twenty minutes for the meeting.

ARTICLE XII

Teacher Evaluation

A. Performance Appraisals

Performance appraisals of all instructional personnel will be conducted at times as determined by the administration. All appraisals will be made in triplicate; one copy for the Superintendent, one copy for the instructor, and one copy to be maintained in the principal's office.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly in person and with full knowledge of the teacher.

2. Evaluation by Certificated Supervisors

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

3. Copies of Observation Reports

A teacher shall be given a copy of any class or visit observation report prepared by his/her evaluator. No such report shall be submitted to the central office without a conference with the teacher by the evaluator. The teacher shall be required to sign the form indicating that he/she has read the report. No teacher shall be required to sign a blank or incomplete observation form.

C. Nontenure Teachers

Nontenure teachers shall be formally observed by a properly certified supervisor at least four (4) times each school year, to be followed in each instance by a written observation report and by a conference (as needed) between the teacher and the observer for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

D. Tenure Teachers

Tenured teachers shall be formally observed by a properly certified supervisor at least two (2) times each school year to be followed in each instance by a written observation report and by a conference (as needed) between the teacher and observer.

E. Evaluation Reports

Evaluation reports shall be presented to each teacher twice a year by his/her supervisor in accordance with the following procedures:

1. Such reports shall be issued in the name of the supervisor based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the teachers in a supervisory capacity.
2. Such reports shall be written in narrative and/or check list form and shall include when pertinent:
 - (a) General Assessment
 - (b) Areas of Consideration
 - (c) Recommendations

F. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies contained therein. At least once every three (3) years, a teacher shall have the

right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. File Material

No observation or teacher evaluation shall be placed in the central personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher shall also have the right to submit a written response upon said document of his/her answer that shall be reviewed by the Superintendent or his/her designee and included with the file copy. Any teacher who does not comply with these procedures shall be subject to disciplinary action. Material shall not be placed in a teacher's personnel file without his/her knowledge.

3. Reproduction of File

A teacher shall be permitted to reproduce on the premises, any information in his/her personnel file. The Superintendent or his/her designee shall supervise the copying of information from personnel files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per copy price set by the Board.

Employees may not have access to copy preemployment references or related correspondence, placement bureau references, or other preemployment information.

G. Complaints

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

H. Termination

Except for the inactive personnel form, final evaluation of a teacher's performance shall be completed prior to severance of employment. The information included in the inactive form shall be based on assessments up to the termination of employment.

ARTICLE XIII

Protection of Teachers, Students, and Property

A. Unsafe and Hazardous Conditions

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. The determination as to whether conditions are unsafe shall be made by the Superintendent of Schools.
2. In the event of a severe disruption in the regular school program that results in what the building principal or Superintendent considers unsafe or hazardous conditions, an attempt will be made to keep all staff informed and to solicit recommendations where practical. In addition, if deemed reasonable by the Superintendent or principal, staff members will be requested to lend assistance for the welfare of the school and students in general.

B. Assault

1. Principal or Immediate Superior
Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Superintendent
Such notification shall be immediately forwarded to the Superintendent who shall comply with any

reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

3. Medical

The Board shall reimburse the teacher for the cost of medical, surgical or hospital services incurred as a result of injuries sustained in the course of his/her employment providing such injury is not determined in a court of law to be the fault of the teacher.

4. Leave

When absence arises out of such assault due to injury, the teacher shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave providing the injury or resultant legal proceedings are not determined by a court of law to be the fault of the teacher. Extent of this provision shall continue for one calendar year from the date of such injury.

5. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for reasonable costs of any clothing or other personal property damaged or destroyed as a result of assault suffered by a teacher while the teacher was acting

in the discharge of his/her duties in the scope of his/her employment providing such damage is not determined, by a court of law, to be the fault of the teacher.

6. Reimbursement to the Board

Any damages recovered through civil suit covered under items three, four and five above shall be utilized to reimburse the Board of Education for its expenditures to the extent of actual costs if this civil award is a duplication of the Board's employee protection coverage.

ARTICLE XIV

Leaves of Absence

A. Sick Leave

As of September 1, 1975, all teachers will be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days may be accumulated from year to year with no maximum limit.

B. Payment For Unused Sick Leave

With ten (10) years consecutive service in the district and upon retirement to immediately collect a pension from TPAF:

1st to 50th day	\$20/day = \$1,000
51st to 100th day	\$25/day = \$1,250
101st to 150th day	\$30/day = \$1,500
151st to 200th day	\$35/day = \$1,750
Maximum payment	\$5,500

With seven (7) years consecutive service in the district and upon termination due to a reduction in force, an employee shall be paid \$20 per day for each accumulated sick leave day.

C. Emergency Leave

Two (2) days emergency leave shall be available to each employee per school year. These days shall be granted, provided at least three (3) days notice be given the Superintendent of intent to use said days, unless it is impossible to provide this notice. In such a case, notice shall be provided at the earliest feasible time. No reason need be given, except when three (3) days notice cannot be given.

No use of an emergency day shall immediately precede or follow a holiday, and no emergency day shall be used the first week or last week of school. This leave shall not be cumulative, but unused emergency days shall be converted to sick days the following school year and be accumulated as sick days. Use of emergency leave shall

be considered in the review of the employee's overall evaluation in respect to attendance.

D. Bereavement Leave

Three (3) days per year to attend the death bed or funeral of a spouse, parent, child, sibling, mother, father, son or daughter-in-law, or other person residing as a member of the employee's household. Unused emergency days may also be used if needed. In the event of the death in the same year of a second person covered by this paragraph, the Superintendent shall have the discretion to provide additional paid leave.

One (1) of the above three (3) days may be used to attend the funeral of an aunt, uncle, grandparent, grandchild, brother or sister-in-law. Unused emergency days may also be used if needed.

ARTICLE XV

A. Salary

Salary increases shall be as follows:

- (1) 1991-92 \$2,000 per teacher
- (2) 1992-93 \$2,150 per teacher
- (3) 1993-94 \$2,250 per teacher

B. Market adjustment

The following salary adjustments shall be provided to reflect market conditions:

- (1) 1991-92 - 1% above their negotiated salary for employees who have completed five consecutive years of service in the district.

- (2) 1992-93 - 1% after 5 years, per above
2% after 10 years, per above

- (3) 1993-94 - 1% after 5 years, per above
2% after 10 years, per above
3% after 15 years, per above

These adjustments shall become a permanent part of each persons salary for pension and tax purposes. This program shall expire on June 30, 1994. Adjustments in effect in the 1993-94 school year are permanent for those employees who have received them by that time. The dollar value of such adjustments becomes a permanent part of the employee's base.

In calculating the total pay, the negotiated raise shall be added to the preceding year's base salary first and then the appropriate 1%, 2% or 3% adjustment shall be applied to the new salary.

C. Placement on the Guide (Entry Point)

The entry point for a new employee shall be determined on the applicant's experience and qualifications for the

position. In no event shall the entry point be below the minimum for the job category or shall the entry point exceed more than 1.50 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the job category. Final determination of placement of new employees on the salary guide shall be the sole prerogative of the Board of Education. The maximum compensation shall not exceed 1.90 times the minimum.

D. Categories - (Academic Credentials)

1. Emergency - Teachers employed in the district with less than a standard New Jersey Teaching Certificate for the field taught. This includes teachers under emergency or provisional certificates and/or a teacher intern program.
2. Vocational Standard Certificate - Certified occupational teachers (shop) with a standard New Jersey Teaching Certificate for the area being taught, but without a baccalaureate degree in the field taught.
3. Vocational Standard Certificate + 30 Credits - Certificated occupational teachers with a standard New Jersey Certificate in the area being taught, plus (+) 30 credits beyond certification

requirements, but without a baccalaureate degree in the field taught.

4. B.A. - All teaching staff with a standard certificate and baccalaureate degree in the field taught.
5. B.A. + 20 - For teaching staff with a standard Teaching Certificate in the field taught, baccalaureate degree in the field taught, plus (+) 20 credits.
6. M.A. - Teaching staff with a standard New Jersey Teaching Certificate for the field taught with a baccalaureate and master of arts degree in the field taught.
7. M.A. + 30 - Teaching staff with a standard New Jersey Teaching Certificate for the field being taught with a baccalaureate and master of arts degree in the field taught plus (+) 30 credits.
8. Movement Between Categories - Increases for movement between categories for eligible teachers shall be based on a differential. Credentials credit shall be evaluated and awarded as follows:
 - (a) Vocational standard certificate - \$315.
 - (b) Vocational standard certificate plus thirty credits - \$315.
 - (c) Bachelors degree in field taught - \$315.

(d) Bachelors degree in field taught plus twenty credits - \$315.

(e) Masters degree in field taught - \$315.

(f) Masters degree in field taught plus thirty credits - \$315.

Credit in the amount of \$315 each shall be granted for the eligible category and for each preceding category upon entry. Current staff may earn \$315 for each category advanced beyond present status.

E. Bonuses

1. Bonuses are one-time payments and are not cumulative. Request for bonuses must be made in writing to the office of the Board of Education within six months of eligibility. Responsibility for requesting bonuses is that of the employee.
 - (a) Upon attainment of tenure, a onetime bonus of \$500 will be paid to eligible teachers.
 - (b) Vocational teachers who become eligible to move from category B to category C shall at the time of movement receive a onetime \$300 bonus.
 - (c) Vocational teachers who become eligible to move from category C to category D shall at the time of movement receive a one-time \$500 bonus.
2. Perfect attendance
The Board of Education shall pay a \$400 bonus, by June 30 of the school year, to all employees

showing perfect attendance by using no paid or unpaid leave days during that school year. (Perfect attendance is defined as all paid and unpaid leave, except for school business).

F. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid twenty (20) equal semimonthly installments, payable on the 15th and the last day of each month, unless those days fall on Saturdays, Sundays or scheduled school holidays, then payment shall be made on the last school district business day prior to the holiday(s).
2. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her estate on the final payday in June or in two equal payments requested by the teacher on regular payroll periods for twelve-month employees.
3. One day's salary for ten-month employees shall be calculated at 1/200th of the annual salary.
4. One day's salary for twelve-month employees shall be calculated at 1/240th of the annual salary.
5. All compensation shall cease for an employee upon termination of accumulated sick time until the

employee returns to work unless other specific Board action is taken. (Refer to Policy P5-7.1.)

6. A teacher employed in a continuous teaching position shall receive an additional 1/10th of his/her regular annual salary for each additional month of employment.

G. Reclassification

1. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the Superintendent prior to July 1st in order for the adjustments to become effective for that school year.
2. Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

H. Salary Adjustments and Increases

1. Salary increases are not automatically granted, but are conditioned upon the recommendation of the Superintendent.
2. No teacher shall be eligible to receive a salary increase unless he/she has obtained a standard New Jersey Teaching Certificate for the subject or program he/she teaches within four (4) years from date of appointment.

3. In field shall refer to a baccalaureate degree college curriculum of at least 24 semester hours for the vocational, technical, occupational or special education area taught. Related baccalaureate degrees in home economics and industrial education shall be given the same consideration as degrees in a specific vocational area such as nursing, agriculture, etc.
4. To be eligible to be recommended for a full salary increase, the employee must begin work on or before January 10th of the contractual year. Persons who cannot meet this test shall not be eligible for a salary increase until the conclusion of the next fiscal year. (Refer to Policy P5-9.3.) Persons who do not qualify under this policy for a full salary increment or adjustment may receive up to .6 of the increase granted other employees in the same category dependent upon recommendation of the immediate Supervisor and Superintendent. Final determination is the sole prerogative of the Board of Education.

I. Salary Deductions

1. The Board agrees to deduct from the salaries of its teachers, dues for the Salem County Vocational Teachers Association, the Salem County Education Association, the New Jersey Education Association,

and/or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:15-159e) and under rules established by the State Department of Education. Said monies, together with current records of any correction, shall be transmitted to such person, as may from time to time, be designated by the Salem County Vocational Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The association 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 change.

ARTICLE XVI

Miscellaneous Provisions

- A. Teacher - Administration Liaison (Faculty/Administrative Liaison). The Association shall select a Faculty Council which shall meet with the Superintendent or

designee once per month for at least eight (8) months of the school year. Said Council shall have at least five (5) eligible unit members that include proportionate representatives from each school.

B. Separability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then 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 continue in full force and effect.

C. Compliance

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 any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Fair Dismissal Procedure and Acceptance of Reemployment.

1. Notification of Status

(a) Date

In accordance with statutory and administrative provisions the Board shall give to each teacher continuously employed since the preceding September 30th either:

- (1) A written offer of a contract for employment for the next succeeding year with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, of
- (2) A written notice that such employment shall not be offered.

(b) Reasons

Any nontenure teacher who receives a notice of termination of employment or of nonemployment may, within five (5) days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

2. Notification of Acceptance of Employment

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, within fifteen (15) days, in which event such employment shall continue as provided herein. In default of such notice, the Board shall

not be required to continue the employment of the teacher.

E. Staff Facilities

1. An area not available to students shall be reserved for the use of the staff in each school building.
2. Staff restrooms shall not be available for use by students.

F. Evening School

1. Posting

All openings for positions in evening school, or any special programs, shall be publicized by the Superintendent or his/her designee.

2. Criteria

In filling such positions, consideration shall be given to the best possible instruction. Teachers who are employed in the district, who apply in writing, shall be given first consideration for evening school employment based upon their qualifications as determined by the Superintendent and/or his/her designee. All such assignments shall be voluntary upon the part of the teacher and shall have no effect upon his/her regular employment nor shall be made a contingency thereof.

G. Outside Projects

1. Approval

Projects, or special jobs brought into the schools, must be approved in writing by the Superintendent after consultation with instructors who may be involved in the projects. Projects must not interfere with the instructional programs as determined by the Superintendent or his/her designee in consultation with the instructor and in accordance with the appropriate instructional syllabus.

2. Disclaimer

No teacher shall be financially responsible for any damages, malfunction, or other problems which may arise from work done on the above outside projects as part of the classroom experiences.