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THIS DOES NOT
CIRCULATE

Salem County
Board for Vocational Education



Salem County Vocational Teachers'
Association

September 1, 1975 - August 31, 1977

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PREAMBLE

This Agreement entered into this _____ day of _____, 19____, 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, 1975 and expires on August 31, 1977, except that money issues for the 1976-77 school year will be subject to negotiation.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality vocational education program for the students of the Salem County Vocational Technical Schools is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, and the maintenance of high morale among the staff and students, and

WHEREAS, the members of the vocational teaching profession are qualified to advise the formulation of programs designed to improve vocational education programs and the employability of students, and

WHEREAS, the Board pursuant to Chapter 123, Public Laws 1974, shall negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

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 high school teaching staff members who hold a standard or emergency New Jersey vocational or technical certificate.

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 not later than September 15th of the calendar year preceding the calendar year in which this Agreement expires, unless a change in date is mutually agreed to by both parties. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall, upon request of the Association, make available to the Association for inspection all public records.

C.

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.

D.

This Agreement incorporates the entire understanding of the parties on matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by 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.

E. 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.

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 ten (10) school 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 grievant 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 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) school days.

5. Level two - superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10)

school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The superintendent shall communicate his 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 grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school 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 to 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) school days after receipt of the appeal notice.

7. Level four - arbitration

(a) If the aggrieved person is not satisfied with the disposition of his 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, such request to be made known to the superintendent within twenty (20) school days of receipt of the Board decision.

(b) Within thirty (30) 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. Rights of Members to Representation

1. Teacher and association

Any aggrieved person may be represented during the grievance procedure by himself or, at his option, by a representative selected and approved by the Association. When a teacher is not represented by the Association, the Association shall be apprised that a formal

grievance has been filed and 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.

ARTICLE IV

Rights of the Parties

A. Just Clause Provision

No teacher shall be reprimanded, deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause.

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 office, position, or employment or the salary or any increments pertaining thereto, then he 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 and represent him during such hearing.

C. Evaluation of Students

The teacher shall be responsible to assign grades and other evaluations to students within the grading policies of the school district based upon his professional judgment of available criteria pertinent to any program for which he is responsible. No grade or evaluation shall be changed without written approval of the superintendent.

D. Criticism of Teachers

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

E. Use of School Buildings

Representatives of the Association, the Salem County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and provided permission is obtained from the Board of Education or its authorized representative.

F. 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.

G. No Release Time for Negotiations and Grievance Proceedings

Negotiations and grievance proceedings through level three shall not be held during instructional time.

H. 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 performance.

I. 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 check-out 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 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 their attendance shall not be required because of school emergencies.

4. Extra pay for extra service

Any teacher who accepts work beyond the regular teaching assignment shall be compensated at the rate of ten dollars unless another rate of pay is mutually agreed to by the teacher and the Board.

5. Lunch periods

All teachers shall have a daily duty free lunch period equal to that of students, subject to availability of supervision for students and subject to consultation with the Association.

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 full faculty meetings or other professional meetings for the entire faculty three (3) days each month, for a maximum of two and one half hours per month except in the case of emergencies. These meetings shall normally be held on Monday's.

C. Teacher year

The work year for teachers covered by this Agreement shall consist of 183 instructional days for pupil instruction. In addition, employees shall be required to work the following noninstructional days:

Three (3) full days of in-service training for all teachers

One (1) full day of orientation for all teachers

One (1) full day of orientation for teachers new to the district

ARTICLE VI

Teacher Employment

A. Certification

The Board agrees to hire only fully certified teachers holding cer-

tificates issued by the New Jersey State Board of Examiners for every teaching assignment, subject to availability.

B. Notification

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, subject to statutory and administrative code requirements.

C. 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 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 not later than May 30.

2. Revisions

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

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach

in areas for which they hold a standard or emergency vocational or technical teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE VIII

Transfers and Reassignments

A. Notification of Vacancies

1. Date

No later than April 30 of each school year, the superintendent shall post in all school buildings 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 the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 1.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system as determined by the superintendent.

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 in promotional positions shall be adequately publicized by the superintendent.

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 shall acknowledge in writing the receipt of all such applications. Applications shall be kept on file in the superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

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 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 adequate opportunity to make application, and no position shall be filled until all properly submitted

applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board. Appointments shall be posted in the schools. Announcement of appointments shall be made by posting a list in the office of the central administration and in each school building.

ARTICLE X

Professional Development and Educational Improvement

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognized that it shared with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. 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 should 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 in a school year shall be reimbursed up to and including \$250 per school year. These provisions are not applicable for courses taken in pursuit of a standard New Jersey teaching certificate or for credits taken to maintain a position.

ARTICLE XI

Insurance Protection

A. Full Health-Care Coverage

As of July 1, 1975, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and shall pay for full family coverage for each teacher where appropriate.

1. Provisions of coverage

Provisions of the health-care insurance program shall be the New Jersey State Health Benefits Program and shall be detailed in master policies and contracts and shall include:

- (a) Blue Cross
- (b) Blue Shield
- (c) Rider J
- (d) Major Medical

B. Description to Teachers

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE no later than the beginning of the 1975-76 school year, which shall include a clear descrip-

tion of conditions and limits of coverage as listed above.

C. 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 visit or observation report prepared by his 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 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 their immediate superiors at least five (5) 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 his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

D. Evaluation Procedure

1. Reports

Observation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

(a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

(b) Such reports shall be addressed to the teacher.

(c) Such reports shall be written in narrative and/or check list form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his 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 file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in fact, the superintendent determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory material

No material derogatory to a teacher's reemployment shall be placed in his personal file unless the teacher has had an opportunity to review such 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 indicated agreement with the contents thereof. The teacher shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the superintendent or his designee.

3. Reproduction of file

A teacher shall be permitted to reproduce on the premises any

information in his personal file. The superintendent or his designee shall supervise copying of information from personal 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 pre-employment references or related correspondence, placement bureau references, or other pre-employment information.

F. 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.

G. 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 XIV

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.

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 a teacher for the cost of medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his employment.

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. Personal Leave

Personal leave shall be granted to each employee subject to the ap-

proval of the superintendent. Procedures for filing such requests shall be developed by the superintendent who will determine the reasonableness of the personal leave request. The following is a guideline that will be used by the superintendent for granting emergency personal leave:

1. Religious

Consideration will be given for up to two days per year for the observance of religious holidays where said observance prevents the teacher from working on those days.

2. Death

In the event of death in the immediate family, staff shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as follows:

(a) Consideration of allowance of up to five days shall be granted in the case of the following:

(1) Staff member's parents, spouse, children, son-in-law, daughter-in-law, or other persons residing as a member of the staff member's household.

(2) Brothers and sisters of the staff member and parents of the staff member's spouse.

(3) Legally adopted members of the family and step relationships as outlined in (1) and (2).

(b) Consideration of one day shall be granted to attend the funeral of the following relatives:

(1) Uncles, aunts, grandparents, grandchildren of the employee.

(2) Brother-in-law and sister-in-law of the employee.

3. Legal

Time for appearance in any legal proceedings connected with the employee's employment or with the school system shall be granted as needed.

THE ABOVE IS A GUIDELINE TO BE USED BY THE SUPERINTENDENT AND IS NOT INTENDED TO LIMIT HIS PREROGATIVES CONCERNING EMERGENCY PERSONAL LEAVE.

ARTICLE XV

SalariesA. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule A which is as follows:

	A	B	C
1.	\$ 8,855	\$9,455	\$9,855
2.	9,230	9,830	10,230
3.	9,605	10,205	10,605
4.	9,980	10,580	10,980
5.	10,355	10,955	11,355
6.	10,730	11,330	11,730
7.	11,105	11,705	12,105
8.	11,480	12,080	12,480
9.	11,855	12,455	12,855
10.	12,230	12,830	13,230
11.	12,605	13,205	13,605
12.	12,980	13,580	13,980
13.	13,355	13,955	14,355
14.	13,730	14,330	14,730

- A. Shop teacher - certified shop teacher
Academic - B.A. in field and certified
- B. Shop teacher - B.A. in field and fully certified
Academic - M.A. in field and fully certified
- C. Shop teacher - M.A. in field and fully certified
Academic - Doctor's Degree and fully certified

B. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, payable on the 15th and the last day of each month, unless those days fall on Saturday's, Sunday's, 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 monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June or in two equal payments requested by the teacher on regular payroll periods for twelve month employees.

C. Teacher Employment Beyond 10 Months

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

D. Experience Credit

1. One year's public school teaching experience in the field shall represent one step on the salary guide.

2. Work experience credit shall be granted according to the following formula:

$$\text{Step on Guide Up to 5 Steps} = \frac{\text{Number of years experience} - 4}{2}$$

E. 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 August 1 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.

F. Salary Computation

1. One day's salary for ten (10) month employees shall be calculated at 1/200 of the annual salary.
2. One day's salary for twelve (12) month employees shall be calculated at 1/260 of the annual salary.

G. Increments

The salary increments are not automatically granted, but are conditioned upon the recommendation of the superintendent.

H. 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 52:15-15.9e) 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 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 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 prior to the effective date of such change.

ARTICLE XVI

Miscellaneous Provisions

A. Teacher - Administration Liaison

The Association shall select a Faculty Council which shall meet with the superintendent at least once a month for the duration of the school year. Said Council shall have five (5) members that include three representatives from the Career Center and two from the Young Center.

B. Nondiscrimination

The Board and the Association hereby agree that in the application and administration of this Agreement they will observe the State Law regarding nondiscrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

C. Separability

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

D. 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.

E. Fair Dismissal Procedure and Acceptance of Reemployment

1. Notification of status

(a) Date

On or before April 30 of each year, the Board shall give to each teacher continuously employed since the preceding September 30 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, or

(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 shall notify the Board of such acceptance, in writing, on or before May

15, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

F. Staff Facilities

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

G. Evening School

1. Posting

All openings for positions in evening school or any special programs shall be publicized by the superintendent.

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 evening school director. 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.

H. 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 designee in consultation with the in-

structor and in accordance with the appropriate instructional syllabus.

2. Disclaimer

No teacher shall be held 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.

