

2132

April 18, 1995

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
STERLING HIGH SCHOOL DISTRICT
AND THE
STERLING EDUCATION ASSOCIATION
July 1, 1994 - June 30, 1996

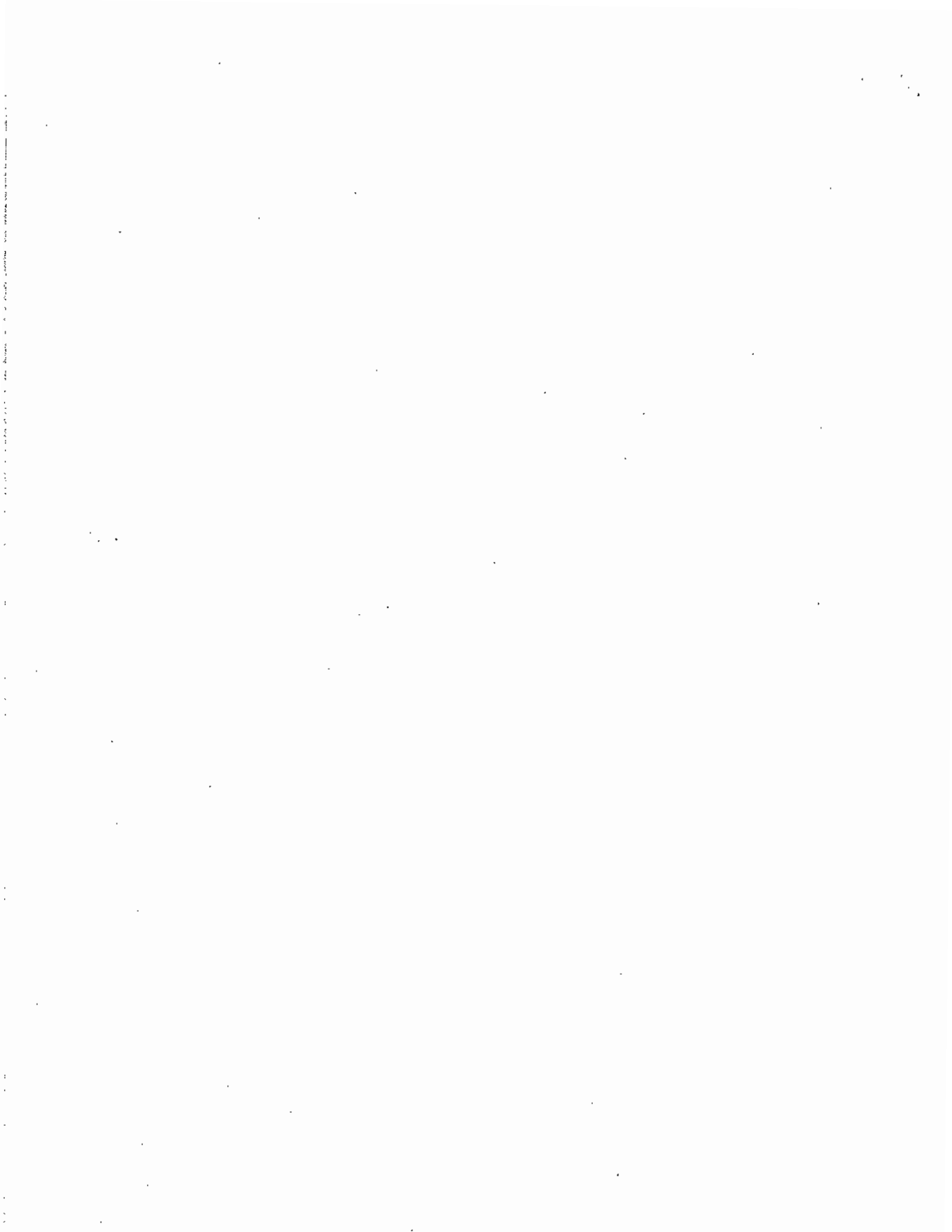
Extended through 6/30/97

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AGREEMENT

WHEREAS, the Board of Education of the Sterling High School District is required by law to negotiate with its employees as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto, through negotiations in good faith, have reached agreement on certain matters, their agreements with regard to such matters are hereby reduced in writing as required by law.

ARTICLE 1

RECOGNITION

- A. The parties hereto are the BOARD OF EDUCATION OF STERLING HIGH SCHOOL DISTRICT (hereinafter referred to as "Board"), and the STERLING EDUCATION ASSOCIATION (hereinafter referred to as "Association").
- B. The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiation concerning terms and conditions of employment for
 1. All certified personnel under teaching contracts with the Board including the Student Assistance Counselor.
 2. All clerical personnel employed by the Board, including secretaries and attendance clerks.
 3. All custodial employees.

The following positions are excluded from the unit:

4.
 - a. Part-time Custodians
 - b. Superintendent
 - c. Business Administrator/Board Secretary
 - d. Principal
 - e. Vice Principal
 - f. Board/Superintendent Office Secretarial/Clerical Personnel
 - g. Supervisor of Buildings and Grounds
 - h. All other supervisory and confidential employees within the meaning of the Act.
- C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees

represented by the Association in the negotiations unit defined in B. above.

- D. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined in B. above.
- E. Upon initial employment, a custodial employee may be placed on a probationary status not to exceed a period of sixty (60) working days. During that period, the employee shall not be subject to the provisions of this agreement. At the conclusion of the probationary period, the employee shall be either offered a contract with full benefits subject to the provisions of this agreement or terminated. The employee shall not have appeal rights under Article 10, D. until one year from the date of initial employment.
- F. The secretarial members of this unit will be designated as secretary followed by the name of the office to which they are assigned. For example: Secretary-Guidance, Secretary-General Office, etc.

ARTICLE 2

BOARD'S RIGHTS

Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the New Jersey School Law, commonly known as Title 18A.

ARTICLE 3

NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to commence collective negotiations on a successor agreement not later than December 1, 1995. The Association and the Board shall exchange complete bargaining proposals for such successor Agreement not later than November 15, 1995.
- B. Neither party in the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with the appropriate power and authority to make proposals and do all that is necessary and proper for bona fide negotiations. However, it is understood that no action binding

- C. The Board or the Association can be taken by their respective negotiating representatives unless and until ratified by formal action of the Board and Association, respectively.
- D. This Agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.
- E. The parties have an obligation pursuant to Chapter 123, P.L. 1974 to negotiate in good faith with respect to terms and conditions of employment.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint by any person or persons that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said person or persons. The "aggrieved person" is the person or persons making the claim.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
 2. In matters where a method of review is mandated by law, or by any rule, regulation or law of the State Commissioner of Education or the State Board of Education.
 3. In matters where the Board is without authority to act.
 4. In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to teachers under provisions of State Law.
- B. An aggrieved person shall file a written grievance under the provisions of F.2. below within 21 calendar days of the occurrence complained of, or within 21 calendar days after the aggrieved person would reasonably be expected to know of its occurrence. Failure to act within the said 21 day period shall be deemed to constitute an abandonment of the grievance, as will any failure of the aggrieved person to comply with the time limitations at any level of the proceeding.

- C. A person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by the Board or any agent thereof.
- D. In the presentation of a grievance, the grievant shall have the right to present an appeal or to designate a representative to appear with the grievant at any step in the appeal. A minority organization shall not have the right to present or process a grievance. Such right of representation shall be applicable only to presentation of a grievance as defined herein. It does not extend to conferences with administrative personnel where no formal grievance, as defined herein, has been filed on behalf of the aggrieved person.
- E. Whenever the person appears with a representative, the Board shall have the right to designate its own representative.

F. Procedure

1. Level One

An employee shall first discuss the grievance orally with the immediate supervisor if the subject matter of the grievance is within the supervisory employee's jurisdiction. If the subject matter of the grievance is not within the immediate supervisor's jurisdiction, then the employee shall discuss the grievance orally with the Principal, if a teacher, or with the Business Administrator, if a clerical or custodial employee.

2. Level Two

An employee shall submit the grievance at this level by submitting the grievance, in writing, and specifying

- (a) the nature of the grievance
- (b) results of the previous discussions
- (c) the basis of dissatisfaction with the determination
- (d) the remedy sought.

Teachers shall file the written grievance with the Superintendent. Clerical and custodial employees shall file the written grievance with the Business Administrator. Within three (3) workdays of receipt of the written grievance (unless a different period which is mutually agreed upon), the Superintendent or Business Administrator shall hold the hearing at which all parties in interest shall have the right to be heard. Within three (3) workdays of said hearings (unless a different period is mutually agreed-upon), the Superintendent or Business Administrator

shall, in writing, advise the person and the person's representative, if any, of the determination.

3. Level Three

(a) In the event of a failure of the Superintendent or Business Administrator to act in accordance with the provisions of F.2. or in the event a determination by either one in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent or Business Administrator shall schedule a meeting with the parties concerned and the Personnel Committee of the Board within ten (10) work days.

(b) The Personnel Committee shall conduct a hearing and compile a record concerning the merits of the grievance. The Personnel Committee may also make a recommendation to the Board for disposition. The record and recommendation, if one is included, shall be forwarded to the Business Administrator for placement before the Board within fifteen (15) days of the conclusion of the hearing before the Personnel Committee. Copies of the Personnel Committee report and recommendations shall be furnished to the grievant.

4. Level Four

An employee who is dissatisfied with the recommendation at Level Three may appeal that recommendation to the Board. This appeal shall be in writing and occur within ten (10) workdays of the receipt of the written determination from the preceding level or within ten (10) workdays from when the written determination should have been made at that level. The employee filing a Level Four grievance may submit written materials in support of the grievance provided, however, that those same materials shall be served upon the Superintendent or Business Administrator at least ten (10) days prior to any hearing by the Board. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall notify the employee in writing, with a copy of the determination to the representative, if any, of the determination by the Board. This time period may be extended by mutual agreement of the parties.

5. Level Five

a. In the event a person is dissatisfied with the determination of the Board, the person shall have the right to request the appointment of an arbitrator.

(1) Such requests shall be made no later than fifteen (15) calendar days following the determination of the Board or forty-five (45) calendar days having passed with no determination having been made by the Board after receipt of the grievance. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

(2) Such request for the appointment of an arbitrator can be honored only if the aggrieved person in writing waives the right, if any, to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's decision.

(3) Within ten (10) school days after such written notice of request for arbitration, the Board and the aggrieved person (or representative) shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request will be made by the party or parties to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(4) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this Agreement.

(5) The arbitrator shall render a decision in writing within thirty (30) days after the completion of the arbitration proceedings. Only the Board and the aggrieved person (or representative) shall be given copies of the arbitrator's decision. The decision of the arbitrator shall be binding on both parties.

(6) Each party shall bear the total cost incurred by themselves. Fees and expenses of the arbitrator will be shared by the parties equally.

- (7) No matter shall be arbitrable which would constitute a waiver by the Board of those rights and powers which it is forbidden by law to waive or delegate.

ARTICLE 5

EMPLOYEE RIGHTS

A. The Board agrees that every employee shall have the right freely to organize, join and support the Association with the purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 121 of the Public Laws of 1974 of the State of New Jersey or the Constitutions of New Jersey and the United States. The Board further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, the employee's participation in any lawful activity of the Association, collective negotiations with the Board, or institution of any grievance under this Agreement.

B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of such person in office, position or employment or the salary or any increments pertaining thereto, then such teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have someone present to advise or represent the teacher during such meeting or interview.

ARTICLE 6

ASSOCIATION RIGHTS

A. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided, however, that in no event shall this be deemed to confer upon the Association or its representatives the right to transact business during the school day and provided, further, that written permission to conduct business on the school property shall first have been obtained from the Business Administrator.

B. The rights granted pursuant to Subparagraph A. of this Article shall be deemed to include the right to use school facilities for meetings of the Association.

C. Any use by the Association or its representatives of the school facilities pursuant to this Article shall be subject to the requirement that the Association shall be responsible for the payment of any extra maintenance and similar costs in connection with such use in accordance with existing Board policy.

D. The Association shall have the use of a bulletin board in the faculty lounge. Should the Administration object to any posted material, the Association agrees after notice of such objection that objectionable material shall be removed provided, however, that nothing herein contained shall prohibit the Association or its members from asserting a grievance pursuant to the provisions of this Agreement with respect to the removal of such material.

E. The Association shall have the right to use the intra-school mail facilities and the school mail boxes with the prior written approval of the Superintendent.

F. The Association shall have the right to use school equipment, including typewriters, mimeograph machines and other duplicating equipment, calculating machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided, however, that the prior approval of the Business Administrator shall have been obtained in writing and that the Association shall pay the reasonable cost of all materials and supplies incident to such use.

G. Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may obtain such documents as the Board is required by law to release and to make available to the public.

ARTICLE 7

PROTECTION OF EMPLOYEES

TEACHERS

1. Whenever any civil action has been brought or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Board shall defray the cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This subparagraph shall apply to the use of automobiles in the performance of personnel's duties provided, however, that the use of such automobile shall

have been authorized in writing in advance by the Superintendent.

2. During the time of suspension of a teacher pending charges, the teacher shall not receive pay provided, however, that a Board hearing upon any charge leading to suspension shall be held within two (2) weeks of the filing of the charges and further provided that if the charges are found to be without merit, the teacher shall be reinstated with all accumulated benefits and shall be reimbursed in the amount of pay withheld during suspension.

B. SECRETARIAL EMPLOYEES

1. Whenever any action is brought against a secretarial employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect the employee's employment or salary status, the Board of Education shall reimburse the employee for the cost of the defense if the action is dismissed or results in a final decision in favor of the employee.

The Board shall give full support including legal and other assistance for any assault upon secretarial employees while acting in the discharge of their duties.

C. CUSTODIAL EMPLOYEES

Any suspension of a custodial employee shall be with full pay and benefits. This shall be in effect until the Board of Education brings formal charges against said employee.

D. ALL EMPLOYEES

1. An employee shall immediately report any case of assault upon such employee's person or property arising out of or in connection with assigned duties. Such matters shall be reported to the Superintendent or the employee's immediate supervisor for any action which the Superintendent or supervisor deems appropriate.
2. Hazardous conditions will not be required to work under unsafe or dangerous conditions nor will they receive assignments dangerous to their health and safety. Further, in the event of a civil disorder on the school property, representatives of the Association shall have the right to meet with the Board's designated representatives concerning the safety of employees.
3. It is recognized that in any emergency situation caused by fire, bomb threat, riot and the like, employees are charged

with the responsibility of using all prudent means to assure the safety and well-being of students.

E. TEACHERS AND SECRETARIAL EMPLOYEES

Should any criminal action be instituted against any secretary or teacher for any act or omission arising out of the performance of the duties of such teacher or secretarial employee and such proceeding is dismissed or results in a final disposition in favor of such teacher or secretarial employee, the Board of Education shall reimburse the employee for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE 8

SCHOOL CALENDAR

A. The Board shall solicit the views of the Board-Staff Relations Committee concerning vacations and holidays before the adoption of the school calendar provided, however, that the Board reserves the right to make a final decision with respect to the school calendar. The total teacher work year consists of 187 days.

B. The parties recognize the desirability, where possible, of coordination of said calendar with the calendars of the elementary school of the Board's constituent districts.

ARTICLE 9

EMPLOYMENT

A. The Board agrees to employ for instructional purposes only persons properly certified by the appropriate State agency for such purposes.

B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

C. All teachers will be given written notice of their class level, ability grouping and subject assignments and duty assignments for the following school year at the earliest possible date after the issuance of teachers' contracts and letters, but not later than the last student day. Such assignments shall be subject to change if circumstances warrant, in which event the affected teacher shall be promptly notified.

D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established by the Board.

ARTICLE 10

FAIR DISMISSAL PROCEDURE

A. On or before April 30 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either

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

B. Should the Board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered as provided in Paragraph A. of this Article, then the Board shall be deemed to have offered to such teaching staff member continued employment for the next succeeding school year upon the same terms and conditions, but with such increases in salary as may be required by law or policies of the Board.

C. If such teacher desires to accept such employment, the teacher shall notify the Board of such acceptance in writing, which may be in the form of a signed contract, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue employment of such teacher.

- D. 1. Whenever a custodian has requested in writing and has received a written statement of reasons for non-reemployment, such custodian may request in writing an informal appearance before the Personnel Committee of the Board of Education. Such written request must be submitted to the Business Administrator within ten (10) calendar days of receipt of the Board's statement of reasons.
2. Such an informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Board's statement of reasons.
3. A custodian's appearance before the Personnel Committee of the Board of Education shall not be an adversary proceeding.

The purpose of such an appearance shall be to permit the employee to convince the members of the committee to offer reemployment.

4. The custodian may be accompanied by a chosen representative.
5. Within three (3) working days following the informal appearance, the Personnel Committee shall notify the affected custodian, in writing, of its final determination.
6. In the event of an unfavorable decision by the Personnel Committee regarding reemployment, the custodian will not have further appeal rights to the Board of Education or any other Committee of the Board.
 - E. 1. Secretarial employees shall not be reduced in rank or job classification without just cause.
 2. Any secretarial employee reduced in rank or job classification, regardless of compensation, may request and receive from the Business Administrator reasons for such reduction not later than fifteen (15) working days of either the effective date of reduction in rank or job classification or of the date on which the employee was formally notified.
 3. Any reduction in rank or job classification of a secretary, unless the employee's job has been previously abolished regardless of compensation, shall be subject to the grievance procedure.

ARTICLE 11

TEACHER WORK DAY

- A. 1. There shall be an eight and one-half (8-1/2) period day.
2. Teachers shall be required to sign the arrival log in the General Office no later than ten (10) minutes prior to the students (7:40 a.m. on regular days).
3. Teachers shall be required to be at their assigned posts five (5) minutes prior to the students' arrival in homeroom or the opening period of the day if homeroom is not the first session of the day (7:50 a.m. on regular days).
4. a. Teachers shall be permitted to leave 18 minutes after the close of the students' normal school day, with the exceptions set forth in d. and 5. below.

- b. On Fridays and on days preceding holidays and vacations, the teachers' day shall end 10 minutes after the students' school day.
- c. Abbreviated student days designated as in-service or workshops are considered full teacher days and dismissal shall be at the time which teachers would normally be dismissed under a. above.
- d. (1) There shall be ten (10) monthly faculty meetings.
 (2) There shall also be ten (10) other monthly meetings. The purpose of this time is for staff meetings, parent/teacher meetings, supervisor/teacher meetings, student tutoring and related instructional activities.
 (3) Meetings under (1) and (2) shall start no later than fifteen (15) minutes after student dismissal and last no longer than forty-five (45) minutes.
5. However, teachers shall make themselves available in a professional manner to consult with students needing or requesting additional instruction or assistance immediately beyond the eighteen (18) minute period described above.
6. Periods shall be forty-one (41) minutes in length.
7. Except for 8. below, the normal teacher day shall consist of five (5) teaching periods, one (1) lunch period, one (1) duty period and one (1) prep period. For 72 half periods a year or 36 full periods per year, or any combination thereof, each teacher not covered by 8. below shall be available for student tutoring on a schedule developed by the Administration. There shall be an ad hoc Administration Association Committee to study the best ways to utilize Article 11.A.7 time periods.
8. Four (4) teachers are assigned to each twenty-five (25) minute student lunch period as a duty. During one-half of the school year, these teachers shall be provided with one (1) additional full prep period. During the other half of the school year, these teachers shall be assigned to one (1) additional full duty period.
9. A teacher shall not be required to teach more than twenty-five (25) instructional periods per week, except as required by present practice. It is agreed that teachers may voluntarily accept assignment to additional instructional periods. Neither the Association nor the Administration shall interfere or discourage the intent of this paragraph.

- B. Teachers shall have a daily duty-free lunch equal to the length of a regular class period. Teachers shall also have a daily free period for preparation equal to the length of the regular class period.
- C. Employees may leave the building without requesting permission during such periods provided, however, that the Administration must be notified of such absence in advance.
- D. In unforeseen emergency situations arising during the course of the school day, a teacher may be required to cover the class of an absent teacher.
- E. For the purposes of this Article, a teacher shall not be required to cover the class of a teacher absent for the purpose of supervising co-curricular activities.
- F. In the event of tardiness by a teacher in arriving at the assigned post within the time prescribed in Subsection A of this Article, the Board shall assess the salary of any such teacher for services not rendered or partially rendered because of such tardiness in reporting for duty in the following manner:
 1. Following the third tardiness, the Principal shall schedule, in writing, a conference with the involved teacher and shall forward a copy of the letter to the Superintendent and the Chairperson of the Board's Personnel Committee.
 2. Following the fourth tardiness, the Superintendent shall, in writing, inform the teacher of the Superintendent's intention to request the Board to impose a fine for the fifth tardiness and each successive tardiness. The Superintendent shall forward a copy of such letter to the Chairperson of the Board's Personnel Committee.
 3. Upon receipt of such letter set forth in the preceding paragraph, the teacher may request, in writing, within three (3) school days to meet with the Board of Education. If requested, such meeting shall be scheduled within three (3) school days.
 4. The Board shall make its determination within thirty (30) days of the meeting, if such meeting had been requested by the teacher; otherwise, if no such meeting had been requested, such determination shall be made by the Board no later than the second regular meeting after the receipt of the letter from the Superintendent.
 5. No assessment shall be made until the Board has made its determination. An assessment of fifteen dollars (\$15) shall be levied beginning with the fifth tardiness and every tardiness thereafter. Should the tardiness extend beyond

the first scheduled period of the day, an additional thirty-two dollars (\$32) per hour or fraction thereof shall be assessed.

6. Tardiness shall not accumulate from one school year to another. Records of tardiness shall not be retained in the employee's file beyond two (2) years.

G. All teachers shall participate in supervising after-school student detention on an equitable, rotating basis (exclusive of Supervisors, Department Assistants, the School Nurse, Librarian, Guidance Counselors, Career Coordinator, Co-op Coordinator, Learning Disabilities Teacher Consultant, and those teachers who teach more than 25 periods per week in those subject areas where such practice has been traditional). Any teacher who performs after-school student detention supervision pursuant to the rotation shall then be entitled to leave the next school day at the end of the pupil day. No teacher shall be required to perform after-school student detention on a day preceding a holiday on the school calendar.

H. Teachers shall be required to attend two (2) scheduled evening Parent-Teacher conferences which will follow the issuance of the first marking period report cards and the third marking period progress reports, provided, however, that a teacher shall not be required to attend either of said conferences if no parent has requested an appointment with the teacher. In the event that a teacher is unable to attend either of said conferences for legitimate reasons, the teacher shall so advise the Principal, who shall excuse such teacher if such reason is legitimate.

Any teacher so excused shall then have the responsibility to make arrangement with parents who have indicated a desire for a conference with that teacher at a mutually convenient time. For the purpose of such two scheduled evening parent-teacher conferences, no request for appointments with an individual teacher will be entertained if received after 2 p.m. of the day preceding the conference without the consent of such teacher.

I. Teachers shall be required to attend Back-to-School Night.

J. Teachers shall be required to attend two (2) student activities to be chosen by each teacher from a list of student activities published by the Administration at the beginning of the school year.

K. All counselors shall be available annually at least three (3) days during the week immediately preceding the first day for teachers and three (3) days immediately following the last day for teachers. Counselors shall receive compensatory time for these days during the regular school year. The time to be used will be at the counselor's discretion up to and including six (6)

consecutive days as approved by the Principal and the Superintendent.

- L. Counselors shall attend three evening activities assigned by the Administration which may include parent-teacher conferences or other student activities. Counselors are not covered by the provisions of H. and J. above.

ARTICLE 12

SECRETARIAL AND CUSTODIAL WORK YEAR, INCLUDING HOLIDAYS AND VACATION

A. Inclement Weather

1. Custodial employees are expected to work on days when school is closed due to inclement weather.
2. On days when school is closed due to emergency closings, secretarial employees will not be required to work.

B. Holidays

1. Twelve-(12) month secretarial employees shall be granted 15 and 1/2 paid holidays annually and ten-(10) month secretarial employees shall be granted 14 and 1/2 paid holidays annually. The following shall be included in the holidays:

July 4 (for 12-month employees only),

Labor Day,

Columbus Day,

Thanksgiving,

Day After Thanksgiving,

Christmas,

The day after Christmas and one other day

between Christmas Eve and New Year's Day,

New Year's Day

Martin Luther King Day,

Presidents' Day,

Good Friday,

Easter Monday and

Memorial Day.

The additional one-and-one-half (1-1/2) days will be scheduled as agreed to by the employee, her immediate supervisor and the Business Administrator. The employee, however, shall have the prerogative to select the day before Christmas and the days before and/or after New Year's. The prerogative for selecting the day after New Year's shall be negated if school is in session.

2. Whenever any of the holidays in 1. above falls on a Saturday or Sunday, the holiday will be scheduled as agreed to by the secretarial or custodial employee and the immediate supervisor and approved by the Business Administrator.

3. Twelve-(12) month custodial employees shall be granted 13 paid holidays annually as follows:

- a. Fourth of July
- b. Labor Day
- c. Thanksgiving or the Friday after Thanksgiving (depending on whether there is a home football game)
- d. Christmas Day
- e. New Year's Day
- f. New Year's Eve or Christmas Eve
- g. Martin Luther King Day
- h. President's Day
- i. Good Friday or Easter Monday
- j. Memorial Day
- k. Employee's Birthday
- l. Two (2) additional days to be granted.

These days are to be mutually agreeable to the employee and the Supervisor of Buildings and Grounds and the Business Administrator. The work load is to be taken into consideration.

4. The Supervisor of Buildings and Grounds will set the schedule for items c., f., h., and k. in 3. above.

C. Vacation

1. Vacation eligibility shall be determined as of June 30 of each year and earned vacation credited on July 1.

2. Secretarial and custodial employees who have completed one (1) year of employment as of July 1 in any year shall receive ten (10) days vacation.

3. Secretarial and custodial employees hired after July 1, 1986, shall receive fifteen (15) days vacation after the completion of ten (10) years of continuous employment.

4. Secretarial employees initially employed between July 1 and September 30 of a given year will be granted ten (10) working days of paid vacation as of July 1 of the following year. Secretarial employees initially employed after September 30 shall be granted one (1) day per month for paid vacation as of July 1 of the following year.

5. Custodial employees who have less than one (1) year service as of June 30 shall earn vacation at the rate of 5/6th day

per month not to exceed ten (10) working days as of July 1 of the following year.

6. a. All custodial employees shall take two (2) weeks vacation during the months of July or August or the last week of June. The two (2) weeks may not necessarily be consecutive. Determinations shall be made by seniority.

b. Should the services of one or more custodians be required during the common vacation week, such determination of who shall work will be made on the basis of volunteers. Should no custodian volunteer, an individual(s) shall be assigned to work by the Business Administrator.

7. Except as outlined in 6 above, vacation time shall be scheduled to coordinate with the work schedule to the approval of the Business Administrator. Such approval shall not be arbitrarily withheld.

8. Vacation requests of custodial employees are to be submitted to the Supervisor of Buildings and Grounds and vacation requests of secretarial employees are to be submitted to the Business Administrator. All requests require the approval of the Business Administrator.

9. Vacation time accrued to the date of termination of employment will be determined by years of service and prorated according to the length of time employed on the current contract year. (Example: If an employee who is eligible for ten (10) days vacation time annually elects to terminate employment after six months of a contract year, the employee will be granted five (5) days vacation prior to termination of services.)

ARTICLE 13

CUSTODIANS' AND SECRETARIES' WORK WEEK, WORK DAY AND OVERTIME

A. 1. The normal work week of custodial employees is forty (40) hours, composed of five (5) eight- (8) hour days.

2. Working hours shall be assigned by the Supervisor of Buildings and Grounds and the Business Administrator.

B. 1. The normal work week of secretarial employees is thirty-five (35) hours, composed of five (5) seven- (7) hour days.

2. On the work day prior to Christmas, Easter and Thanksgiving, secretaries may leave thirty minutes after teachers.
3. During the months of July and August, secretarial employees shall be permitted to work six and one-half (6-1/2) hours on each Friday allowing them to leave one-half (1/2) hour early on that day.
4. Secretarial employees shall not be required to work before 7 a.m. or past 5 p.m. except in overtime situations as set forth in H. below.
5. Working hours shall be assigned by the employee's immediate supervisor and approved by the Business Administrator.
- C. Secretarial employees shall be entitled to a one (1) hour lunch period. On days when school is closed, secretarial employees are permitted to take a one-half (1/2) hour lunch period and leave one-half (1/2) hour early with the approval of their immediate supervisor and the Business Administrator.
- D. Secretarial employees shall be entitled to a morning break not to exceed fifteen (15) minutes.
- E. Full-time custodial employees shall be entitled to one (1) break of fifteen (15) minutes during each full shift.
- F. On days when school is closed, custodial employees will work the day shift depending on the work load and the schedule of school activities.
- G. The contract year for all ten (10) month secretarial employees shall be September 1 through June 30. The contract year for all twelve (12) month secretarial employees shall be July 1 through June 30.

H. Overtime

1. Work in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the employee's hourly rate as defined in I. below.
2. Time worked between the 35th and 40th hours shall be paid at the regular hourly rate for secretarial employees.
3. Work performed by a secretarial employee on Saturdays, Sundays and holidays shall be compensated at one and one-half times the employee's hourly rate. Work performed by a custodial employee on Sundays shall be compensated at two (2) times the employee's hourly rate. Work performed by a custodial employee on a legal holiday shall be compensated at two and one-half times the employee's hourly rate.

4. Overtime under 1. and 3. above shall not be pyramided.
5. Any time worked over 35 hours in a week by a secretarial employee shall be approved in advance by the secretary's immediate supervisor and the Business Administrator. Any time worked over 40 hours in a week by a custodial employee shall be approved in advance by the custodian's immediate supervisor and the Business Administrator.
6. Overtime for secretarial employees shall be considered voluntary. If no secretarial employee volunteers to work when overtime is required, the employee's immediate supervisor shall designate an employee(s) to work overtime as needed.
7. When a custodial employee is called in and works overtime which is not immediately before or immediately after the employee's regular scheduled work day, such employee shall receive a minimum of two (2) hours pay.
8. There shall be no erosion of assigned overtime for normally-scheduled full-time custodian duties involving such activities as school dances, football and basketball games and school-sponsored fund-raising activities as a result of the hiring of part-time custodians.
- I. The term "hourly rate", when used in this Agreement, is defined as the base annual salary divided
 - by 2080 hours if a custodial employee,
 - by 1820 hours if a twelve- (12) month secretarial employee,
 - or by 1517 hours if a ten- (10) month secretarial employee.
- J. Custodial employees are required to punch in every time they report for work and punch out each time they leave the property on other than school business. They shall also punch out and in for lunch breaks.

ARTICLE 14

VOLUNTARY REASSIGNMENT

- A. The Superintendent shall deliver to the Association and shall post on the Association's bulletin board by May 15 a tentative list which may be changed if circumstances warrant, of positions expected to be available for the following school year. Such list shall contain the minimum requirements for such positions in order to enable interested teachers to determine whether they would meet those minimum requirements before making application for reassignment. Thereafter, teachers who desire a change in

grade and/or subject assignment may file a written statement of such desire with the Principal specifying the desired change. The Board convenants to give consideration to the desires of the teachers as so expressed in formulating assignments for the following school year provided, however, that nothing herein contained shall prohibit the Board's exercise of its discretion in good faith in making teacher assignments.

B. If a teacher is refused reassignment, the teacher shall be promptly permitted to meet with the Principal to discuss the refusal.

ARTICLE 15

INVOLUNTARY REASSIGNMENT

A. Notice of an involuntary reassignment shall be given to the teacher affected as soon as practical. No vacancy shall be filled by means of involuntary reassignment if there is a qualified volunteer available to fill said position. A determination as to the qualification of such applicant shall be made by the Principal. The determination of whether a volunteer is qualified is solely a matter of Administration-Board discretion and is not grievable under this contract.

B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and other relevant factors may be considered in determining which teacher is to be transferred or reassigned.

C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment at this meeting and upon the request of the teacher, the Superintendent shall meet with the teacher who may opt to have an Association representative present at such meeting.

D. Teachers given notice of involuntary reassignment shall have the right to file promptly a written statement of preference for any other existing vacancy for consideration in accordance with Article 14 A.

ARTICLE 16

PROMOTIONS

A. 1. The Board agrees to give as much advance notice as possible to the Association and its members of the availability of promotional positions when such positions are opened. For the purpose of this Agreement, promotional positions shall include the positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility, including but not limited to positions such as Superintendent, Superintendent-Principal, Assistant to the Superintendent, Coordinator, Principal, Vice Principal, Guidance Director, Supervisors, and Athletic Coach or Director.

2. For the purpose of this Agreement, promotional positions for custodial employees shall include positions on the supervisory levels of responsibility.

3. For the purpose of this Agreement, promotional positions for secretarial employees shall include positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.

4. All vacancies in promotional positions, including specialists and positions in programs funded by the federal government, shall be adequately publicized by the Business Administrator.

B. Teachers

1. Teachers who desire to apply for such promotional positions shall submit to the Superintendent a written application which shall be kept on file and given consideration in the filling of the promotional positions and any similar positions as may be described in the said writing until such writing may be requested to be withdrawn by the teacher filing it.

2. All qualified teachers shall be given fifteen (15) days from the posting of notice to make application, and no position shall be filled until all properly submitted applications have been considered. During summer recess, teachers shall have twenty (20) days from the mailing of notice of the opening to the Association's designated representative. The Association agrees to notify the Board Office by the close of school each year of the name and address of its representative.

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 may be given to qualified teachers already employed by the Board; and when all other factors are substantially equal, length of service in the district may be the deciding factor.

Notice of the filling of the positions shall be given promptly to all unsuccessful applicants. Upon request of the applicant, the Superintendent shall meet with the applicant to discuss the appointment. A determination as to the qualifications of any applicant shall be made by the Superintendent.

C. Custodians

1. Custodians who desire to apply for promotional positions in A. above shall submit to the Business Administrator a written application which shall be kept on file by the Business Administrator and given consideration in the filling of the promotional positions and any similar positions as may be described in the said writing until such writing may be requested to be withdrawn by the custodian filling it.

2. All qualified custodians shall be given fifteen (15) work days from the posting of notice to make application and no position shall be filled until all properly submitted applications have been considered.

D. Secretaries

1. When school is in session, a notice of secretarial promotions shall be posted in the office as far in advance as practicable, ordinarily at least five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Business Administrator within the time limit specified in the notice.

2. All qualified secretarial employees shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. Each employee applicant not selected shall, upon request, receive a written explanation from the Business Administrator. Appointments shall be posted in the office or distributed to the interested employees. Announcements of appointments shall be made by posting a list in the School Office. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE 17

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and all energies should be utilized to this end to the fullest extent possible. As far as practicable, the Administration shall assign non-teaching duties so as not to conflict with a teacher's classroom responsibility.

Cafeteria duty shall be on an equitable rotating basis among the teaching staff (exclusive of Supervisors, Department Assistants, the School Nurse, Librarian, Guidance Counselors, Career Coordinator, Cop Coordinator, Learning Disabilities Teacher Consultant, and those teachers who teach more than twenty-five (25) periods per week in those subject areas where such practice has been traditional).

ARTICLE 18

SICK LEAVE

A. All teachers, custodians and ten-(10) month secretaries shall be granted a yearly sick leave of ten (10) days to be used only for illness.

B. All twelve-(12) month secretaries shall be granted a yearly sick leave of twelve (12) days to be used only for illness.

C. Employees hired after the commencement of the respective work year shall receive a prorated yearly sick leave based on one (1) day per each month remaining in the work year except that in no case shall employees under 1. above receive more than ten (10) sick leave days in any year.

D. All sick leave days not utilized within a work year shall be accumulative to be used for additional sick leave as needed in subsequent years.

E. If an employee is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent or Business Administrator, respectively.

F. Teachers shall notify the Principal's office or answering service of absence due to the illness as early as possible, but not later than 7 a.m. on the morning of the absence. Notification should be made prior to 10:30 p.m. of the evening preceding the absence, when possible, as directed.

G. Custodians shall notify the Supervisor of absence due to illness as early as possible. If the Supervisor is unavailable, the employee shall notify the Business Administrator.

H. Secretarial employees shall notify their immediate Supervisor of absence due to illness as early as possible but not later than 7:30 a.m. the morning of the absence. Notification should be made the evening preceding the absence when possible as directed.

I. Upon termination of employment, an employee may request and the Board shall grant a certificate stating the employee's unused accumulated sick leave.

J. Reemployment by the Board of an employee within one (1) year of prior termination of employment shall reinstate past accumulated sick leave provided, however, that nothing herein contained shall affect the rights of an employee on authorized leave of absence.

K. The total accumulated sick leave which has accrued to each employee, whether through prior unused annual sick leave or unused personal days by prior contractual arrangement, shall be calculated as of June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment on retirement or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave.

1. All accumulated unused sick leave which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement.

2. All accumulated unused sick leave which had accrued on or after July 1, 1977, through unused annual sick leave only.

It is the intention of this paragraph to exclude from the category of "accumulated unused sick leave" for purposes of any such future legislation any unused personal days which accrue on or after July 1, 1977, and which, in accordance with Article 19 E.4., are eligible, if unused in the year granted, for use in future years for illness.

L. 1. Upon retirement, after 15 years of service to Sterling, every teacher shall be paid \$30 per day times the number of accumulated sick leave days through 125 days and \$35 per day for all days beyond 125 days.

2. Upon retirement, after 15 years of service to Sterling, every secretary and custodian shall be paid \$20 per day times the number of accumulated sick leave days through 125 days and \$23 per day for all days beyond 125 days.

3. The retirement payment shall be made to the employee on the first regularly scheduled payday of the first month after retirement.

4. "Retirement" means application for, qualification for and receipt of payment under TPAF or PERC, as applicable.

ARTICLE 19

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be granted five (5) days' leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, brother, sister, child or any person standing in loco parentis. Such leave shall not be deducted from sick leave.

B. Absence of an employee due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.

C. An employee absent on jury duty shall not be required to deduct such absence from sick leave. Such employee shall be reimbursed the difference between the prevailing rate of pay and amounts received for jury service.

D. A teacher required to attend a court of law in connection with a matter not involving moral turpitude on the part of the teacher shall be reimbursed full pay. Reimbursement shall also be made with respect to any such matter involving a charge involving moral turpitude on the part of the teacher, if the teacher is finally acquitted of the charge. An absence for such reason shall not be considered a part of sick leave.

The employee must present to the Administration official court documentation of attendance. Attendance in court shall be limited to the actual days of attendance.

E. Employees shall be eligible for four (4) personal days except secretaries shall be eligible for three (3) personal days after twenty-four (24) hours' notice with pay in each work year in the following manner:

1. Employees shall be granted two (2) personal leave days for any of the following stated reasons:
 - a. Personal problems
 - b. Legal matters
 - c. Death of an immediate or distant member of the family
 - d. Accident

- e. Settlement of the permanent residence or one (1) second or vacation home
- f. Religious observance
- g. Educational matters

2. The remaining two (2) days under E. 1. (the remaining one (1) day for secretaries) will be granted with pay at the discretion of the Principal (professional staff) or the Business Administrator (secretaries and custodians) respectively, for absence for personal business, such as settlement of a house, death of an immediate or distant member of the family or friend, or accident.

3. Among the bases that discretionary personal leave under E. 2. above may be granted, shall be serious illness in the immediate family. "Immediate family" is defined in Article 19 A. In all such cases, medical certification must be provided.

4. The four (4) days (or three (3) for secretaries) specified herein for personal leave shall not be cumulative if not used in the year granted except in those conditions listed below. Personal leave may be used for illness in the year granted provided that such employee has exhausted annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness provided that the employee has exhausted all annual sick leave and all accumulated sick leave. However, from and after July 1, 1977, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the employee has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave" as defined in Article 18, K. for purposes of any future legislation mandating payment on retirement or otherwise for accumulated unused sick leave. It is the intention of this subparagraph that from and after July 1, 1977, a separate record shall be maintained for "unused personal days" which accrue after July 1, 1977, and are eligible for use in future years for illness in the event that an employee has exhausted all annual and accumulated sick leave but that such record of "unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.

F. 1. Absences of teachers beyond those allowable pursuant to this article may be granted by the Board, in its discretion, in which event deductions will be made at the rate of one two-hundredths of the annual salary (in the case of 10-month personnel) and one two-hundredths and fiftieth of the annual salary (in the case of 12-month personnel) per day of absence.

2. Absences of secretaries and custodians beyond those allowable pursuant to this Article may be granted by the Board, in its discretion, in which event deductions will be made at the hourly rate set forth in Article 13, I.

ARTICLE 20

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

1. Any regularly appointed employee should notify the Superintendent of pregnancy as soon as it is medically confirmed but not later than five (5) months prior to the expected birth.

2. The Board shall not remove any employee from her duties during pregnancy except on any one of the following bases:

a. Performance

Work performance has substantially declined from the time immediately prior to pregnancy.

b. Physical Incapacity

Physical condition or capacity is such that health would be impaired if one were to continue working and if which physical incapacity shall be deemed to exist only

- (1) the pregnant employee fails to produce a certification from a physician that the employee is medically able to continue teaching; or
- (2) the Board of Education's physician and employee's physician agree that the employee cannot continue teaching; or
- (3) following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation, in which case a third impartial physician agreed upon by the employee and the Board shall be appointed to examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this

paragraph shall be shared equally by the employee and the Board.

c. Just Cause

Any other "just cause" as defined in N.J.S.A. Title 18A.

3. The Board shall grant maternity leaves of absence without pay to pregnant employees under the following terms and conditions:

a. Any employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of the requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which may be any time prior to birth.

b. Any employee may return to work within the school year in which leave begins provided it has been requested to do so in the application for a leave of absence and shall have specified the month when return is desired. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenured teacher, secretary, or custodian granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if application is made at least three weeks prior to the commencement date of leave of absence and subject to the provisions of Paragraph A.3.d. of this Article.

c. The Board shall not be required to extend the leave of non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for reemployment for the following year.

d. Any tenured employee may return to work subsequent to the school year in which leave begins provided such request was included in the application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two work years following the work year in which leave commences provided such employee has given the Board written notice of intention to do so not less than six (6) months prior to the beginning of the work year in which return is desired.

4. Except as otherwise provided in this Article, no tenured or non-tenured employee shall be barred from returning to work after the birth of a child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from a physician saying that the employee is physically capable of resuming full duties provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in Paragraph A.2.b.(3) of this Article.

5. Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which return from such leave occurs) provided at least five (5) months of work has been completed during the school year in which the leave commences.

B. Military Leave

1. Any employee who shall enter the active military or naval services of the United States shall be granted a leave of absence without pay for the period of such service and for a further period of three (3) months after receiving discharge from such service. Employees returning from such service shall be reemployed for the school year next commencing after termination of such leave of absence, if such employee has been honorably discharged from such service. Upon the return from military service as aforesaid, the employment of the employee before entering such service and the employment after resumption of employment following such service shall be counted in determining right to tenure in office, if otherwise eligible, as though the two periods had not been interrupted by a leave of absence. Similarly, for the purposes of determining the appropriate step on the salary scale upon which such an individual is to be placed, service prior to the leave of absence and subsequent to return to employment shall be considered as continuous service as though the same had not been interrupted by military leave

provided, however, that a maximum of four (4) years credit for military service for the purposes of determining the appropriate step on the salary scale shall be granted to any employee.

2. An employee's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be unaffected by a military leave of absence as provided for in this Article. For this purpose, the employee's service prior to leave of absence and subsequent to return to employment shall be continuous service as though the same had not been interrupted by military leave.
3. Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard shall be granted provided such obligations cannot be fulfilled on days when school is not in session. Such leave shall result in no loss of sick days or personal leave. For the purpose of this Agreement, the determination of what constitutes "Temporary Active Duty" shall be made by the Board in its discretion. In no event shall the term "Temporary Active Duty" apply to service rendered by an individual beyond initial military obligation as required by federal statute. An employee's absence on account of such temporary active duty shall be paid the difference between regular pay and any amounts received during such period from the state or federal government. Such leave shall result in no loss of sick days or personal leave.

ARTICLE 21

SABBATICAL LEAVE

- A. A teacher, may on recommendation of the Principal and Superintendent to the Board of Education, be granted sabbatical leave of absence for purposes of approved study for a period not exceeding one (1) year; If:
 1. The teacher has served in the State of New Jersey for ten (10) years and has been continuously employed by the Board for a period of at least seven (7) years; or
 2. The teacher has been continuously employed by the Board for a period of at least nine (9) years.
- B. A teacher on sabbatical leave shall receive one-half of the annual salary to which the teacher would have been entitled had the teacher remained in the school system that year. If the

sabbatical leave is for less than one year, one-fourth (1/4) of the previous year's salary shall be payable in equal monthly installments during leave.

- C. Requests for sabbatical leave of absence shall be made to the Principal and Superintendent before November 1 for the school year commencing the following June. Teachers so requesting sabbatical leave shall be notified of the Board's action on the request by the following January 1.
- D. Prior to commencing the sabbatical leave, a teacher shall enter into a contract for return to active service in the district for a period of at least two (2) years after the expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that teacher does not return to active service provided, however, that such reimbursement shall not be required where the failure to return is due to pregnancy, total incapacity, or other incapacity of a physical or mental nature. A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.
- E. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule the teacher would have attained had the teacher remained in the district. Any additional benefits granted to regular teachers shall automatically apply to a teacher on sabbatical leave.
- F. Seven (7) teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
- G. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical leave will be given preference.
- H. All programs of study in which teachers are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully completed within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

ARTICLE 22

INSURANCE PROTECTION

- A. The Board will assume the full cost of health insurance protection for each employee and the employee's dependents for each contract year under the public and School Employees Health Benefits Program, Series 14/20. The Board will provide to all

- employees a description of health care insurance coverage provided hereunder. This shall contain a description of the conditions of the coverages and the individual limits thereof.
- B. The Board will assume the full premium cost of a prescription drug plan for employees and their eligible dependents under the New Jersey Blue Cross plan or an equivalent plan (\$6.00 co-pay per prescription).
- C. The Board shall provide the Delta Dental Plan-Program II including family coverage. The actual annual per employee maximum Board cost shall be the actual cost at each enrollment level for 1995-1996.
- D. Part-time teachers who teach three or more periods shall receive insurances under A., B., and C. above.
- E. Effective upon mutual ratification of the 1992-1994 Agreement, new unit employees hired after that date who are otherwise eligible for insurance, shall receive single insurance under B. and C. above for the first three years of their employment. Said employees may buy into other enrollment levels under administrative procedures developed by the Business Office. On the first day of the month following the third anniversary of employment, the employee shall receive insurance under the same terms as all other employees with more than three years of service.

ARTICLE 23

PROFESSIONAL DEVELOPMENT

- A. The Board recognizes that it shares with its professional staff the responsibility of upgrading and updating teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. When an employee is specifically required by the Board to take courses beyond those courses which may be required by statute or by directive of the New Jersey Department of Education, the Board shall pay for all tuition and other direct costs.
- C. Tuition Reimbursement Plan
1. There shall be a tuition reimbursement plan for all unit employees to take course work reflecting their areas of certification and/or employment.

2. Effective upon mutual ratification of the 1994-1996 Agreement, tuition reimbursement shall not cover administration or guidance courses. However, teachers enrolled in said course(s) as of October 4, 1994 shall be reimbursed for that course(s) if that course(s) has already been approved. In addition, a unit member who was matriculated in a program as of October 4, 1994 which leads to a Masters' Degree in Administration or in Guidance shall be reimbursed for said remaining courses until the time he/she receive a Masters' Degree as long as he/she meets the other eligibility requirements contained in C.
3. Effective July 1, 1994, \$3000 will be available for each of the Summer, Fall and Spring semesters each year (a total of \$9000 a year). Monies not expended in the Summer semester carry over to the Fall semester. Monies not expended in the Fall semester carry over to the Spring semester. Monies not expended in the Spring semester does not carry over.
4. The reimbursement rate shall be based at the then current credit rate charged by Rowan College.
5. An earned minimum grade of "B" average or equivalent verified by an official transcript shall be required before reimbursement is effected.
6. Requests for such tuition reimbursement must be submitted to and approved by the Superintendent (professional staff), or Business Administrator (secretaries and custodians) and confirmed by the Board of Education. Written application for approval must be filed by May 1 in advance of Summer courses, by September 1 in advance of Fall courses and by December 1 in advance of Spring courses.
7. If the amount of claims in a semester exceeds the available monies, reimbursement will be prorated among all eligible unit members.

ARTICLE 24

STUDENT DISCIPLINE

Definition of the duties and responsibilities pertaining to student discipline by all administrators, supervisors and other personnel shall be discussed by an Administration-Association Advisory Committee and, after agreement, shall be reduced to writing. The policy approved by the Board shall be presented to each teacher at the beginning of the school year.

ARTICLE 25

AUTOMOBILE USE

Employees shall not be required to use their automobiles in the performance of their duties. Employees who voluntarily use their automobiles in the performance of their duties shall be reimbursed for such travel at the rate established by the Board for all groups and personnel in the school district provided, however, that the use of such automobiles shall have been first authorized in writing by the Superintendent.

ARTICLE 26

EMPLOYEE AND ASSOCIATION OBLIGATIONS

- A. The professional status of employees is hereby recognized and affirmed.
- B. The Association covenants for itself and its members not to engage in any strike, slowdown or other concerted activities which have been or may be defined by the Legislature of this State or the courts of this State as illegal activities when engaged in by public employees. Resorting to any such illegal activities by the Association or its members shall be violative of this Agreement and of the employee's responsibilities to the Board and to the students.

ARTICLE 27

CLASS SIZE

The Board will endeavor to maintain the optimal class size within the realm of economic feasibility. The Board will consider the recommendations of the Sterling Education Association in determining optimal class size provided, however, that the Board will retain the right in its sole discretion to make final determinations as to class size.

ARTICLE 28

TEACHER EVALUATION

- A. Teachers shall be evaluated only by certified persons appointed by the Board for that purpose. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher involved. Observations made for the purpose of the preparation of written analysis of a teacher's work performance shall involve continuous observation in the classroom for a period of at least twenty (20) minutes. Observation shall start at the beginning of the period, but not later than five (5) minutes after the late bell to insure a minimum of classroom disruption.
- B. All first-year teachers shall be evaluated at least four (4) times per year, with a minimum of two (2) evaluations prior to January 15 and a minimum of two (2) after January 15.
- C. All second-year and third-year teachers shall be evaluated at least three (3) times per year, with a minimum of two (2) evaluations prior to January 15 and a minimum of one (1) evaluation after January 15.
- D. All tenured teachers shall be evaluated at least twice a year, with a minimum of one (1) evaluation prior to January 15 and a minimum of one (1) after January 15 and a maximum of four (4) per year.
- E. A teacher shall be given the written analysis of any observation within five (5) days of the evaluation. Upon request, the teacher shall be granted a conference to discuss such analysis. The written analysis shall be submitted to the teacher simultaneously with its presentation to the Administration. A teacher shall have the right to submit a written answer to any written analysis which shall be reviewed by the Administration, together with the analysis.
- F. Any complaint regarding a teacher made to any member of the Administration by any person will be promptly investigated and called to the attention of the teacher involved. A teacher shall be given an opportunity to respond to a complaint and shall have the right to be represented at any hearings held on such complaint.
- G. It is recognized that any question or criticism by a supervisor or administrator of a teacher and the instructional methodology should be made in confidence and not in the presence of a public gathering.

ARTICLE 29

CUSTODIAL AND SECRETARIAL EVALUATION

- A. As part of the evaluation process, the evaluator will identify the strengths and weaknesses of each employee and provide assistance to help correct any identified weaknesses.
- B. Number of Evaluations
Each first-year employee will be evaluated upon the completion of a probationary period of employment and again before May 15. After the first full year of employment, employees will be evaluated annually prior to May 15.
- C. Employees shall be evaluated more than once during the year when deemed necessary by the supervisor and/or the Business Administrator.

C. Nature of Evaluation

A written evaluation of employee will be recorded on the prescribed form "Employee Performance Evaluation". The evaluation instrument is in the form of a check-list with space for narrative comments.

ARTICLE 30

PERSONNEL FILES

- A. An employee shall have the right to review all material in the employee's personnel file at any reasonable time. No unauthorized person shall be permitted access to the personnel files. Personnel files may not be removed from their respective offices, (Superintendent's office for teaching staff; Board office for others) nor may anything be removed from the file without the written consent of the employee.
- B. Upon reviewing the file, an employee shall have the right to insert therein a written response to anything therein which is regarded as detrimental.

ARTICLE 31

BOARD-STAFF RELATIONS COMMITTEE

- A. The parties hereto will select from their respective memberships appropriate representatives to become members of a Board-Staff Relations Committee, which shall meet as often as shall be appropriate for the purpose of discussion of current school problems and practices. The aforesaid Committee shall be presided over by the Board designated member who shall designate the time and place of any meeting and circulate at least three (3) days prior thereto the agenda for such meeting. The Association representatives shall submit at least three (3) days prior thereto an agenda.
- B. The Association shall appoint a liaison committee which shall meet with the Principal and Superintendent and Business Administrator at appropriate times to discuss current school problems and practices.

ARTICLE 32

SALARIES

- A. Employees employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.
- B. Employees employed on a 10-month basis shall be paid in twenty (20) semi-monthly installments.
- C. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June or according to a schedule of payment throughout the summer vacation as requested by the employee involved.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the previous working day. Employees shall receive final checks and the pay schedule for the following year on the last working day in June provided, however, that the Superintendent or other designated representative of the Board shall have first certified that a teacher has fulfilled his statutory responsibilities prior to the release of such checks. Night shift custodians shall be paid on the working night before payday.
- E. The annual increment of any teacher may be withheld in whole or in part by the Board upon the recommendation of the Superintendent.

1. Any such action shall be taken by the Board on or before April 30 of the year preceding the year in which the increment is to be received. Grounds for withholding the increment shall be limited to unsatisfactory performance, as determined by the administrative-supervisory team, in executing the assigned duties as a member of the professional staff.
2. A teacher must be given written notification by the Superintendent by March 1 of the intention to recommend the withholding of an increment. Such notification shall contain the alleged cause or causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
3. If the reason or reasons contained in the notification set forth in the preceding paragraph concern classroom performance, there shall have taken place prior to said notification at least three (3) classroom evaluations. Notwithstanding any maximum number of evaluations permitted by Article 28, there shall take place, subsequent to such notification but prior to a recommendation by the Superintendent to the Board, a maximum of four (4) additional evaluations and a minimum of two (2). All such evaluations shall be conducted in accordance with the standards set forth in Article 28.
- F. It is to be understood that increments are not automatic for custodians and secretaries, but are contingent upon receiving a favorable evaluation from their immediate Supervisor and the Business Administrator. Evaluation of each employee shall be made annually by the immediate Supervisor and shall be discussed with the individuals, their immediate Supervisor and the Business Administrator.
- G. Secretarial personnel shall be given written notice of the salary and position assigned for the ensuing school year no later than May 1.
- H. In the event a school year shall commence prior to the negotiation of a successor agreement, the salaries in effect for secretarial employees during the previous year shall remain in effect until a successor agreement is ratified by both parties.
- I. The salaries of all employees included in the collective bargaining unit represented by the Association for the years covered by this Agreement and shall be as set forth in Schedules "A" through "H" respectively, annexed hereto and made a part hereof.

- J. The supplemental salaries payable to employees who accept coaching and co-curricular assignments are, likewise, covered in this agreement and shall be annexed hereto and made apart hereof. It is understood that tenure in such supplemental positions is not possible. It is further understood that the supplemental salary received under these schedules shall in no event be considered part of the employee's base salary.
- K. 1. \$250 will be paid on June 30 of each year to those custodians who hold a Black Seal Fireman's License in full force.
2. There shall be a five-year boiler license recertification program. Participation by a custodian shall be voluntary. The custodian who takes required classes and passes the test, shall receive a \$400 annual stipend for possession of the license. In order to be eligible for this stipend increase or to retain this increase, the employee must take the course and pass the test no later than the fifth year after the license was originally obtained or no later than the fifth year after the course was last retaken and the test re-passed. The increase will go into effect on the first day of the month following official notification to the Board that this provisions' requirements have been met. The increase will be prorated according to when it was earned during the work year. Those who do not take the course and pass the test shall continue to receive \$250 annual stipend if otherwise eligible.
3. New employees who do not possess a recently granted Black Seal License may be required to obtain such within twelve (12) months of employment under penalty of discharge.
- L. 1. A \$200 night shift differential will be paid on June 30 to night shift custodial employees.
2. The Board and Administration shall make a reasonable attempt to equally distribute summer night shift coverage and shall accept volunteers first if qualified to perform necessary work tasks.
- M. A maintenance person who utilizes a pesticide license will be paid a supplemental salary of \$250 annually.
- N. Longevity increments shall be paid to secretarial and custodial/maintenance employees as follows:
 - \$100 at commencement of the 5th year of employment at Sterling
 - \$200 at commencement of the 9th year of employment at Sterling
 - \$300 at commencement of the 13th year of employment at Sterling
 - \$400 at commencement of the 17th year of employment at Sterling

O. When a secretarial employee works full time in a higher salaried position for longer than two weeks, the employee shall be paid the higher salary for the remainder of the time in said higher position.

P. The following salary computation and preparation/lunch period schedule shall be in effect for part-time teachers:

1. Teaching four (4) periods: The teacher gets one (1) lunch period and one (1) prep period. Paid at 6/8 of applicable salary rate.
 2. Teaching three (3) periods: The teacher gets one (1) lunch period or one (1) prep period. Paid at 4/8 of applicable salary rate.
 3. Teaching two (2) periods: No lunch period, no prep period. Paid at 2/8 of applicable salary.
 4. Teaching one (1) period: No lunch period, no prep period. Paid at 1/8 of applicable salary.
- Q. SERC facilitators and the certified teacher teaching a SERC period shall receive a \$600 stipend per year. SERC assignments shall be made on a voluntary basis.

ARTICLE 33

MISCELLANEOUS

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 invalid and subsisting except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

ARTICLE 34

DURATION

This Agreement shall be effective as of July 1, 1994 and shall continue in force and effect until June 30, 1996.

IN WITNESS WHEREOF, the Board of Education of the Sterling High School District, Camden County, New Jersey, and the Sterling Education Association have caused these presents to be signed by their proper officers and their respective corporate seals to be annexed hereto this 4th day of May, 1995.

BOARD OF EDUCATION OF THE
STERLING HIGH SCHOOL DISTRICT

By [Signature]
President

STERLING EDUCATION ASSOCIATION

By [Signature]
President

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

SCHEDULE C
INTER-SCHOLASTIC GUIDE

1994-1995

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 |
|---|------|------|------|------|------|------|
| Football | | | | | | |
| Head | 4264 | 4488 | 4898 | 5425 | 5697 | 5982 |
| H-Adj. | 3964 | 4173 | 4584 | 5111 | 5367 | 5635 |
| Assist. | 2601 | 2738 | 3043 | 3511 | 3687 | 3870 |
| A-Adj. | 2493 | 2529 | 2834 | 3301 | 3467 | 3640 |
| Boys & Girls Basketball, Wrestling | | | | | | |
| Head | 3483 | 3666 | 4077 | 4627 | 4859 | 5102 |
| H-Adj. | 3234 | 3404 | 3815 | 4397 | 4650 | 4917 |
| Assist. | 2171 | 2285 | 2664 | 3095 | 3273 | 3462 |
| A-Adj. | 2021 | 2127 | 2507 | 2933 | 2974 | 3123 |
| Hockey, Boys & Girls Soccer, Softball, Boys & Girls Track, Baseball, Swimming | | | | | | |
| Head | 2942 | 3097 | 3443 | 4064 | 4267 | 4480 |
| H-Adj. | 2693 | 2835 | 3181 | 3802 | 3992 | 4192 |
| Assist. | 2018 | 2124 | 2338 | 2870 | 3014 | 3165 |
| A-Adj. | 1819 | 1915 | 2128 | 2661 | 2794 | 2933 |
| X-Country, Fall & Winter Cheerleading, Winter Track, Boys & Girls Tennis, Golf, Volleyball | | | | | | |
| Head | 2219 | 2336 | 2586 | 3103 | 3258 | 3422 |
| H-Adj. | 2020 | 2126 | 2377 | 2894 | 3038 | 3190 |
| Assist. | 1810 | 1905 | 2017 | 2230 | 2341 | 2459 |
| A-Adj. | 1611 | 1696 | 1808 | 2021 | 2121 | 2228 |

| 1993-94 | | 1994-95 | |
|---------|---|---------|---|
| STEP | = | STEP | = |
| 1-2 | = | 1 | |
| 3 | = | 2 | |
| 4 | = | 3 | |
| 5 | = | 4 | |
| A | = | 5 | |
| B | = | 6 | |

SCHEDULE B
PROFESSIONAL STAFF SALARY GUIDE

1995-1996

| Years of Experience as of 6/30/95 | STEP | BA | BA+10 | BA+15 | BA+20 | MA | MA+15 | MA+30 |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | 1 | 32064 | 33480 | 34863 | 36228 | 34628 | 35425 |
| 2 | 32564 | 33980 | 35363 | 36728 | 35128 | 35925 | 36898 | |
| 3 | 33064 | 34480 | 35863 | 37093 | 35628 | 36425 | 37398 | |
| 4 | 34775 | 36191 | 37574 | 38439 | 37339 | 38136 | 39109 | |
| 5 | 35987 | 37403 | 38786 | 39651 | 38531 | 39328 | 40301 | |
| 6 | 36295 | 37711 | 39094 | 39959 | 38839 | 39636 | 40609 | |
| 7 | 36765 | 38181 | 39564 | 40429 | 39309 | 40106 | 41079 | |
| 8 | 37212 | 38628 | 39991 | 40876 | 39766 | 40543 | 41516 | |
| 9 | 37686 | 39102 | 40465 | 41351 | 40250 | 41027 | 42000 | |
| 10 | 38112 | 39531 | 40991 | 41776 | 40675 | 41452 | 42425 | |
| 11 | 38538 | 39957 | 41417 | 42201 | 41100 | 41877 | 42849 | |
| 12 | 39765 | 40384 | 41844 | 42626 | 41525 | 42302 | 43275 | |
| 13 | 40855 | 41474 | 42934 | 43716 | 42616 | 43393 | 44366 | |
| 14 | 42074 | 42693 | 44153 | 44935 | 43835 | 44612 | 45605 | |
| 15 | 43381 | 44000 | 45460 | 46242 | 45145 | 45922 | 46915 | |
| 16 | 44744 | 45363 | 46823 | 47654 | 46508 | 47285 | 48278 | |
| 17 | 46112 | 46731 | 48191 | 49002 | 47876 | 48653 | 49646 | |
| 18 | 47417 | 48036 | 49496 | 50307 | 49181 | 49958 | 50951 | |
| 19 | 48344 | 48963 | 50423 | 51238 | 50106 | 50883 | 51876 | |
| 20 | 49364 | 49983 | 51443 | 52169 | 51126 | 51903 | 52896 | |
| 21 | 50597 | 51216 | 52676 | 53161 | 52316 | 53093 | 54086 | |
| 22 | 52807 | 53426 | 54835 | 55320 | 54475 | 55252 | 56245 | |
| 23 | 55123 | 55742 | 57151 | 57636 | 56791 | 57568 | 58561 | |
| 24 | 57438 | 58057 | 59466 | 60001 | 59156 | 59933 | 60926 | |
| 25 | 59296 | 59915 | 61324 | 61860 | 61015 | 61792 | 62785 | |
| 26 | 60205 | 60824 | 62233 | 62769 | 61924 | 62701 | 63694 | |

To determine the Doctorate level, add \$757 to the MA+30 column.

In order to determine placement on the guide, refer to the "Years of Experience as of 6/30/95" in the left column. "Years of experience" includes all years credited at the time of initial hire, including up to four years of military experience, plus one year credit for each earned increment as of June 30, 1995.

Certain teachers are in special salary situations and their salaries are contained in a separate agreement between the parties.

SCHEDULE D

INTER-SCHOLASTIC GUIDE

1995-1996

| Steps: | 1 | 2 | 3 | 4 | 5 |
|---|------|------|------|------|------|
| Football | | | | | |
| Head | 4713 | 5144 | 5697 | 5983 | 6282 |
| H-Adj. | 4382 | 4814 | 5368 | 5636 | 5918 |
| Assist. | 2875 | 3196 | 3687 | 3872 | 4064 |
| A-Adj. | 2656 | 2976 | 3467 | 3641 | 3823 |
| Boys & Girls Basketball, Wrestling | | | | | |
| Head | 3850 | 4282 | 4859 | 5103 | 5358 |
| N-Adj. | 3575 | 4007 | 4618 | 4883 | 5164 |
| Assist. | 2400 | 2798 | 3250 | 3437 | 3636 |
| A-Adj. | 2234 | 2633 | 2975 | 3123 | 3280 |
| Hockey, Boys & Girls Soccer, Softball, Boys & Girls Track, | | | | | |
| Baseball, Swimming | | | | | |
| Head | 3252 | 3616 | 4268 | 4481 | 4705 |
| H-Adj. | 2977 | 3341 | 3993 | 4192 | 4402 |
| Assist. | 2231 | 2455 | 3014 | 3165 | 3324 |
| A-Adj. | 2011 | 2235 | 2795 | 2934 | 3080 |
| X-Country, Fall & Winter Cheerleading, Winter Track, | | | | | |
| Boys & Girls Tennis, Golf, Volleyball | | | | | |
| Head | 2453 | 2716 | 3259 | 3422 | 3594 |
| H-Adj. | 2233 | 2496 | 3039 | 3191 | 3350 |
| Assist. | 2001 | 2118 | 2342 | 2459 | 2582 |
| A-Adj. | 1781 | 1899 | 2122 | 2227 | 2340 |

1994-95 1995-96

| STEP | = | STEP |
|------|---|------|
| 1-2 | = | 1 |
| 3 | = | 2 |
| 4 | = | 3 |
| 5 | = | 4 |
| 6 | = | 5 |

SCHEDULE E

INTRA-SCHOLASTIC GUIDES

| | 1994 - 1995 | | 1995 - 1996 | | Top |
|----------------------------|-------------|------|-------------|------|------|
| | 1 | 2 | 1 | 2 | |
| POSITIONS | | | | | |
| AUDIO VISUAL | | | | | |
| Head | 1558 | 1640 | 1643 | 1729 | 1820 |
| BAND (Marching) | | | | | |
| Guard | 3972 | 4181 | 4187 | 4407 | 4639 |
| Coor./Flags | 1634 | 1720 | 1724 | 1815 | 1910 |
| Precussion | 1171 | 1233 | 1236 | 1301 | 1369 |
| Pom-Pom | 1357 | 1428 | 1431 | 1506 | 1585 |
| Rifles | 1357 | 1428 | 1431 | 1506 | 1585 |
| BAND (Stage) | | | | | |
| Class Advisors | 1755 | 1847 | 1851 | 1948 | 2050 |
| 12 th. (2) | 1553 | 1635 | 1638 | 1724 | 1815 |
| 11 th. (2) | 1153 | 1214 | 1217 | 1281 | 1348 |
| 10 th. (2) | 1074 | 1131 | 1132 | 1192 | 1255 |
| 9 th. (2) | 997 | 1049 | 1051 | 1106 | 1164 |
| DEBATE | | | | | |
| Head | 1832 | 1928 | 1931 | 2033 | 2140 |
| DRAMA FALL | | | | | |
| Director | 2075 | 2184 | 2188 | 2303 | 2424 |
| Sets | 955 | 1005 | 1007 | 1060 | 1116 |
| DRAMA SPRING | | | | | |
| Director | 2233 | 2351 | 2356 | 2480 | 2610 |
| Music (Ins/Voc) | 1834 | 1930 | 1934 | 2036 | 2143 |
| Choreographer | 1354 | 1425 | 1428 | 1503 | 1582 |
| Sets | 907 | 955 | 957 | 1007 | 1060 |
| Costumer | 523 | 551 | 552 | 581 | 612 |
| SCHOOL RELATED | | | | | |
| Chess Team | 1113 | 1172 | 1174 | 1236 | 1301 |
| Early Cafeteria(2) | 1416 | 1491 | 1493 | 1572 | 1655 |
| Intramural Dir. | 2194 | 2309 | 2312 | 2434 | 2562 |
| Knowledge Bowl(2) | 1113 | 1172 | 1174 | 1236 | 1301 |
| Nat. Honor Soc. | 1113 | 1172 | 1174 | 1236 | 1301 |
| Newspaper | 1594 | 1678 | 1681 | 1769 | 1862 |
| Student Council | 2484 | 2615 | 2620 | 2758 | 2903 |
| Stage Manager | 1523 | 1599 | 1606 | 1686 | 1770 |
| Stock Market Club | 1113 | 1172 | 1174 | 1236 | 1301 |
| Student Magazine | 1192 | 1255 | 1257 | 1323 | 1393 |
| Vocal Music | 2156 | 2269 | 2272 | 2392 | 2518 |
| World Affairs Adv. | 1113 | 1172 | 1174 | 1236 | 1301 |
| Yearbook/Editorial | 3077 | 3239 | 3244 | 3415 | 3595 |
| Yearbook/Dra. Bus/Mgr/1703 | 1793 | 1887 | 1796 | 1891 | 1990 |

SCHEDULE E
INTRA-SCHOLASTIC GUIDES
(Continued)

| | 1994 - 1995 | 1995 - 1996 |
|----------------------------|-------------|-------------|
| Homebound Instruction | 20.90/hr. | 22.05/hr. |
| Intramural Supervision | 16.25/hr. | 17.15/hr. |
| Media Center Writing Lab | 18.60/hr. | 19.60/hr. |
| TV Studio Facilitator | 18.60/hr. | 19.60/hr. |
| Morning New Team Advisor | 18.60/hr. | 22.05/hr. |
| Saturday Morning Detention | 20.90/hr. | 22.05/hr. |
| Programming Assistant | 20.90/hr. | |

SCHEDULE F
SECRETARY SALARY GUIDE

| | 1994-1995 | | |
|-----|-----------|-------|----------|
| | 93-94 | 94-95 | 10 MONTH |
| *** | 0 | 1 | 14956 |
| 0 | 1 | 2 | 15456 |
| 1 | 2 | 3 | 16142 |
| 2 | 3 | 4 | 16827 |
| 3 | 4 | 5 | 17513 |
| 4 | 5 | 6 | 18199 |
| 5 | 6 | 7 | 18927 |
| 6 | 7 | 8 | 19261 |
| 7 | 8 | 9 | 20162 |
| 8 | 9 | 10 | 20892 |
| 9 | 10 | 11 | 21622 |
| 10 | 11 | 12 | 22334 |
| 11 | 12 | 13 | 22991 |
| 12 | 13 | 14 | 23403 |
| 13 | 14 | 15 | 24139 |
| 14 | 15 | 16 | 24876 |
| 15 | 16 | 17 | 25615 |
| 16 | 17 | 18 | 26377 |
| 17 | 18 | 19 | 27015 |
| 18 | 19 | 20 | 27834 |
| 19 | 20 | | 28344 |

Longevity:

In addition to the applicable salary listed on the guide above, secretaries shall receive the following longevity increments:

- \$100 at commencement of 5th year of employment at Sterling.
- \$200 at commencement of 9th year of employment at Sterling.
- \$300 at commencement of 13th year of employment at Sterling.
- \$400 at commencement of 17th year of employment at Sterling.

SCHEDULE H
CUSTODIAL/MAINTENANCE SALARY GUIDE

1994-1995

| STEP 93-94 | STEP 94-95 | CUSTODIAN | MAINTENANCE |
|---------------|---------------|-----------|-------------|
| *** | 0 | 16850 | 26759 |
| 0 | 1 | 17350 | 27259 |
| 1 | 2 | 17933 | 27842 |
| 2 | 3 | 18433 | 28342 |
| 3 | 4 | 19022 | 28930 |
| 4 | 5 | 19671 | 29578 |
| 5 | 6 | 20676 | 30728 |
| 6 | 7 | 21785 | 31987 |
| 7 | 8 | 22238 | 32332 |
| 8 | 9 | 23438 | 33187 |
| 9 | 10 | 24378 | 33937 |
| 10 | 11 | 25319 | 34858 |
| 11 | 12 | 26259 | 35753 |
| 12 | 13 | 27200 | 36608 |
| 13 | 14 | 28140 | 37464 |
| 14 | 15 | 29081 | 38319 |
| 15 | 16 | 30023 | 39260 |
| 16 | 17 | 30962 | 40200 |
| 17 | 18 | 31835 | 41140 |
| 18 | 19 | 32294 | 42082 |
| 19 | 20 | 33218 | 43022 |
| OFF1 | OFF1 | 34540 | |
| OFF2 | OFF2 | 35637 | |

Longevity:

In addition to the applicable salary listed on the guide above, custodians/maintenance employees shall receive the following longevity increments:
 \$100 at commencement of 5th year of employment at Sterling.
 \$200 at commencement of 9th year of employment at Sterling.
 \$300 at commencement of 13th year of employment at Sterling.
 \$400 at commencement of 17th year of employment at Sterling.

SCHEDULE G
SECRETARY SALARY GUIDE

1995-1996

| STEP 94-95 | STEP 95-96 | 12 MONTH | 10 MONTH |
|---------------|---------------|----------|----------|
| *** | 0 | 15308 | 12757 |
| 0 | 1 | 15808 | 13174 |
| 1 | 2 | 16337 | 13614 |
| 2 | 3 | 17062 | 14218 |
| 3 | 4 | 17796 | 14822 |
| 4 | 5 | 18511 | 15426 |
| 5 | 6 | 19236 | 16030 |
| 6 | 7 | 20006 | 16672 |
| 7 | 8 | 20359 | 16966 |
| 8 | 9 | 21311 | 17759 |
| 9 | 10 | 22083 | 18492 |
| 10 | 11 | 22854 | 19045 |
| 11 | 12 | 23628 | 19690 |
| 12 | 13 | 24301 | 20251 |
| 13 | 14 | 24737 | 20614 |
| 14 | 15 | 25515 | 21262 |
| 15 | 16 | 26294 | 21912 |
| 16 | 17 | 27075 | 22563 |
| 17 | 18 | 27205 | 22671 |
| 18 | 19 | 27880 | 23234 |
| 19 | 20 | 28555 | 23796 |

Longevity:

In addition to the applicable salary listed on the guide above, secretaries shall receive the following longevity increments:
 \$100 at commencement of 5th year of employment at Sterling.
 \$200 at commencement of 9th year of employment at Sterling.
 \$300 at commencement of 13th year of employment at Sterling.
 \$400 at commencement of 17th year of employment at Sterling.

TEACHERS' SALARY GUIDE

POLICY 4160

Original Adoption: August 22, 1968
Latest Revision: May 20, 1982

1. This Salary Guide shall not be construed as a contract between the Board of Education and the teachers of Sterling High School and may be changed, amended, revised or abrogated by this or any succeeding Board of Education at any time, provided the changes are in accord with the statutes of the State of New Jersey.

2. Terms Used in this Salary Guide:

The term **TEACHER** shall include any full-time member of the professional staff, excluding substitutes, of any school in the Sterling High School District holding a position for which a teacher's certificate granted by the State Department of Education is required.

BACHELOR'S DEGREE shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

BACHELOR + 15 CREDITS shall mean a bachelor's degree plus proof of the satisfactory completion, subsequent to the attainment of the bachelor's degree, of 15 additional semester hours of study in any accredited college or university in the teacher's area of certification, or (1) in such a program of study that shall have been previously approved by the Superintendent, or (2) in such courses that have been taken prior to the teacher's employment by the District and approved by the Superintendent upon employment.

BACHELOR + 30 CREDITS shall mean a bachelor's degree plus proof of the satisfactory completion, subsequent to the attainment of the bachelor's degree, of 30 additional semester hours of study in any accredited college or university in the teacher's area of certification, or (10) in such a program of study that shall have been previously approved by the Superintendent or (2) in such courses that have been taken prior to the teacher's employment by the District and approved by the Superintendent upon employment.

MASTER'S DEGREE shall mean a master's degree in the teacher's area of certification conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or (1) in such a program of study that shall have been previously approved by the Superintendent or (2) in such program that has been taken prior to the teacher's employment by the District and approved by the Superintendent upon employment.

SCHEDULE I
CUSTODIAL/MAINTENANCE SALARY GUIDE

1995-1996

| STEP 94-95 | STEP 95-96 | CUSTODIAN | MAINTENANCE |
|---------------|---------------|-----------|-------------|
| *** | 0 | 17268 | 27717 |
| 0 | 1 | 17768 | 28217 |
| 1 | 2 | 18296 | 28745 |
| 2 | 3 | 18910 | 29359 |
| 3 | 4 | 19438 | 29887 |
| 4 | 5 | 20059 | 30507 |
| 5 | 6 | 20743 | 31190 |
| 6 | 7 | 21803 | 32403 |
| 7 | 8 | 22983 | 33730 |
| 8 | 9 | 23450 | 34094 |
| 9 | 10 | 24715 | 34996 |
| 10 | 11 | 25708 | 35787 |
| 11 | 12 | 26899 | 36800 |
| 12 | 13 | 27690 | 37702 |
| 13 | 14 | 28682 | 38603 |
| 14 | 15 | 29674 | 39506 |
| 15 | 16 | 30666 | 40407 |
| 16 | 17 | 31659 | 41400 |
| 17 | 18 | 32649 | 42391 |
| 18 | 19 | 33570 | 43382 |
| 19-20 | 20 | 34054 | 44375 |
| OFF1 | OFF1 | 36422 | |
| OFF2 | OFF2 | 37579 | |

Longevity:

In addition to the applicable salary listed on the guide above, custodians/maintenance employees shall receive the following longevity increments:

- \$100 at commencement of 5th year of employment at Sterling.
- \$200 at commencement of 9th year of employment at Sterling.
- \$300 at commencement of 13th year of employment at Sterling.
- \$400 at commencement of 17th year of employment at Sterling.

- A. Ordinarily no credit will be granted for salary purposes for what is commonly called "day to day substituting". However, credit may be given for long-term substituting in accordance with the total time involved.
- B. When the computation of previous service results in a half year or more, credit shall be given for a full number of allowable days set forth by the Board of Education in the policy governing "Sick Leave".
 - (1) No credit will be given for less than five (5) full consecutive teaching months.
- C. Credit for military service shall be given in accordance with statute 18A-29-11; full credit on scale for maximum of four (4) years' service.
 - (1) For use in this salary guide one year of military service is defined as twelve (12) calendar months.
- D. No credit shall be given in the making of such evaluations for part-time teaching or for leaves of absences for educational purposes.

6. Salary Increments

- "Employment increment" shall mean an annual increase as set forth in the salary guide and granted to a teacher for one year of employment.
- A. The annual salary increments in this Salary Guide, which the Board of Education proposes to grant, and which it recommends that its successor Board of Education grant to all teachers for satisfactory service upon the recommendation of the Superintendent and the approval of the Board of Education. The Board of Education may withhold for inefficiency or other good cause, the employment increment of any teacher for any year upon recommendation of the Superintendent and by a majority vote of the Board of Education. Such action shall be in accord with the provisions of title 18:13-13-7.
- B. Passing from one salary level to the next higher salary level shall be made only at the beginning of the school year in September. However, adjustments in teachers' salaries to reflect the annual salary increment shall be made at the usual contract time except that a teacher who, by reason of additional training completed after the usual contract time, shall qualify during the summer months for a higher academic degree than that previously held, shall receive a revised contract during the month of September. Before being entitled to receive such revised contract, such teacher must

MASTER + 15 CREDITS shall mean a master's degree plus proof of the satisfactory completion, subsequent to the attainment of the master's degree of 15 additional semester hours of graduate study in any accredited college or university in the teacher's area of certification of (1) in such a program of study that shall have been previously approved by the Superintendent or (2) in such courses that have been taken prior to the teacher's employment by the District, and approved by the Superintendent upon employment.

MASTER + 30 CREDITS shall mean a master's degree plus proof of the satisfactory completion, subsequent to the attainment of the master's degree of 30 additional semester hours of graduate study in any accredited college or university in the teacher's area of certification or (1) in such a program of study that shall have been previously approved by the Superintendent or (2) in such courses that have been taken prior to the teacher's employment by the District, and approved by the Superintendent upon employment.

DOCTORAL DEGREE shall mean a doctoral degree in the teacher's area of certification conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or (1) in such a program of study that shall have been previously approved by the Superintendent or (2) in such program that has been taken prior to the teacher's employment by the District and approved by the Superintendent upon employment.

This salary guide is based upon training plus experience and is known as a single salary guide. No fractional years of training will alter the teacher's position relative to this guide, as it applies to teachers, shall not make any distinction among teachers on the basis of grade level or subject taught.

Salary Scale--See attached.

5. Credit Allowance

For the purpose of applying this Salary Guide to new teachers, the Superintendent will evaluate the training and experience of every new teacher and will recommend to the Board of Education his placement on this Salary Guide in accordance with such conclusion.

Experience of a new teacher in a school outside of the District shall be evaluated with reference to the length, quality, and type of service of the new teacher in such outside school and the relationship of such service to the position to be filled in the Sterling High School District. Certain private school experience may be accepted at the discretion of the Superintendent.

have notified the Superintendent on the 1st day of September and have presented to the Superintendent on or before the 10th day of September, a certified transcript record showing the satisfactory completion of such additional training. In case of fault on part of the college to furnish a transcript, other proof acceptable to the Superintendent and the Board of Education may be furnished in lieu of the transcript.

7. The Superintendent will prepare, annually, and present to the Board of Education a table showing the classification of each present teacher and the location on this salary guide for which the experience of each such teacher is qualified. This table will be presented to the Board of Education at the regular meeting to be held by the Board of Education for budget purposes.
8. The payment of the annual salary of a teacher employed on a ten (10) month basis shall be in twenty (20) semi-monthly payments.
9. A teacher who serves less than a full year is entitled to receive as basic salary only an amount that bears the same ratio to the established annual basic salary as the time in service bears to the annual school term.

Example:

- A teacher whose basic salary is \$8,000 and teaches 120 days of 200 school days; will receive a salary for the school year of \$4,800 or 120/200 of \$8,000.
10. The services of all teachers, unless otherwise determined by the School Board, shall be available during the months of September through June for 200 days.
11. Teachers may be expected to spend time each year in conference, working on school plans or other assigned duties, without these days being designated as teaching days.
12. Increments are not automatic and may be withheld from a teacher if work has been below acceptable standards according to information submitted to the Board by the Superintendent. Increments withheld for this reason shall not constitute an inequity.
13. Whenever a teacher desires to terminate services with the School Board, a sixty (60) day notice in writing shall be given to the Board.
14. Teachers employed after February 1st shall not be eligible to a standard increment the following year.

15. Teachers employed after February 1st shall be paid per diem salary for employment to the end of the school term based on 1/200 of annual salary.

16. The salary for a teacher on an eleven (11) month contract shall exceed the salary of a ten (10) month teacher by ten (10%) percent.

17. A base salary for each successive year will be given according to education and experience for each teacher based on the present teacher salary guide.

Merit Increment

A merit increment may be granted to a teacher after the teacher has reached the maximum on the salary scale in the category covering the highest degree or level.

The merit increment may be granted at the discretion of the Board upon the joint recommendation of the Principal and the Superintendent.

The amount of this increment may be recommended by the Superintendent.

Leave of Absence

Authorized leaves of absence do not interrupt consecutive service, nor do they count toward it.

20. Supplemental Schedule for Athletics (See attached for salaries of Department Chairman and Activities).

21. Supplement Schedule for Athletics (See attached salaries for coaching duties).

