

4-0012

04-99

1970-1977

NOT CIRCULATE

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 to writing as required by law:

ARTICLE I        The parties hereto are the Board of Education of Sterling High School District (hereinafter referred to as the 'Board') and the Sterling Education Association (hereinafter referred to as the 'Association'). The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiation concerning the terms and conditions of employment for all certified personnel under 10 or 12 month teaching contract with the Board; provided, however, that the following supervisory personnel shall be excluded from membership in, or representation by, the Association: Superintendent, Assistant to the Superintendent, Secretary-Business Administrator, Principal, Assistant Principal, Guidance Director.

Unless otherwise indicated, the term 'teacher' when used hereinafter in this agreement shall refer to all certified personnel under 10 or 12 month teaching contract with the Board when represented by the Association for the purpose

of collective negotiation as above defined, and references to male teachers shall include female teachers.

ARTICLE II      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 III

- A. The parties agree to commence collective negotiations on a successor agreement not later than October 27th, 1971. Each party shall provide to the other party a complete bargaining proposal for such successor agreement not later than October 15th, 1971.
- B. 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.
- C. 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, consider proposals and do all that is necessary and proper for bona fide negotiations; provided, however, that it is understood that no action binding the Board can be taken other than pursuant to the statutes governing the operation of the Board and its members.

- D. This agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.

#### ARTICLE IV

- A. Definition. The term 'grievance' means a complaint by any teacher that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said teacher.

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 prescribed by law, or by any rule, regulation, or by 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. Procedure

1. An aggrieved teacher shall institute action under

the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. A teacher processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by the Board or any agent thereof.
3. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the teacher appears with a representative, the Board shall have the right to designate its own representative.
5. A teacher shall first discuss his grievance orally with the principal and shall reduce the same to writing and file the same with the principal. A decision shall be rendered within three (3) school days of said discussions. The Principal's decision shall be in writing and shall contain his findings and conclusions. A copy of the decision shall be provided to the teacher.

6. If the grievance is not resolved to the teacher's satisfaction within three (3) school days after the discussion referred to in Paragraph 5 above, the teacher shall submit his grievance to the Superintendent in writing, specifying:
  - (a) The nature of the grievance;
  - (b) The results of the previous discussion;
  - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the principal.
8. Within three (3) school days from the receipt of the written grievance (unless a different period is mutually agreed upon); the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within three (3) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the teacher and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal.
10. In the event of a failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof

is deemed unsatisfactory by either party, the Superintendent shall within three (3) school days schedule a meeting with the parties concerned and the Personnel Committee of the Board.

11. If the Personnel Committee determines that a grievance has or may have merit, it shall recommend to the Secretary-Business Administrator to schedule within ten (10) school days a hearing before the Solicitor and the entire Board in executive session.
12. Where an appeal is taken to the Board, there shall be submitted by the appellant:
  - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
13. A party appealing to the Board may submit written materials in support of his application provided however that the same shall be served upon the adverse parties at least ten (10) school days prior to the hearing.
14. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the teacher, his representative if there be one, the principal, and the

Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

15. In the event a teacher is dissatisfied with the determination of the Board he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. 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.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

#### ARTICLE V

- A. The Board agrees that every teacher shall have the right freely to organize, join and support the Association with purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred

by Chapter 303 in the Public Laws of 1968 in 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 teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, his 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 personnel in his office, position, or employment or the salary or any increments pertaining thereto, then such personnel shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise or represent him during such meeting or interview.

#### ARTICLE VI

- 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; provided further,



that a written permission to conduct business on the school property shall first have been obtained from the Secretary-Business Administrator of the Board.

- B. The rights granted pursuant to Sub-paragraph 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 each 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 inter-school mail facilities and school mail boxes with the prior written approval of the Secretary-Business Administrator of the Board.
- 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 Secretary-Business Administrator shall have been obtained in writing and the Association shall pay the reasonable cost of all materials and supplies incident to such use.

ARTICLE VII 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.

#### ARTICLE VIII

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

## ARTICLE IX

During the time of suspension of a teacher pending charges he 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 the suspension.

## ARTICLE X

A. A teacher shall immediately report any case of assault upon his person arising out of or in connection with his teaching duties. Such matters shall be reported to the Principal or a teacher's immediate superior.

B. Teachers will not be required to work under unsafe or hazardous conditions nor will they receive assignments dangerous to their health or safety. Further, in the event of 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 the teachers.

## ARTICLE XI

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 final decision with respect to the school calendar.

B. The parties recognize the desirability where possible

of coordination of said calendar with the calendars of the elementary schools of the Board's constituent districts.

ARTICLE XII The Board and the Association acknowledge that a teacher's primary responsibility is to teach and his energies should be utilized to this end to the fullest extent possible.

ARTICLE XIII The salaries of all teachers are covered by this agreement and shall be as set forth in Schedule A annexed hereto and made a part hereof.

- A. Teachers employed on a 12 month basis shall be paid in 24 semi-monthly installments.
- B. Teachers employed on a 10 month basis shall be paid in 20 semi-monthly installments.
- C. Teachers may individually elect to have 10% of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of payment throughout the summer vacation as requested by the teacher involved.
- D. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

Teachers 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.

- E. The supplemental salaries payable to teachers who accept coaching and extra-curricular assignments are set forth in Schedule B. It is understood that teachers offered positions provided for in Schedule B shall be offered the same pursuant to a supplemental contract and that tenure in these positions is not possible. It is further understood that the supplemental salary received under Schedule B shall in no event be considered part of the teacher's base salary.

ARTICLE XIV All teachers will be given tentative written notice of their class and subject assignments for the following school year at the earliest possible date after the issuance of teacher contracts but not later than May 1st. Teacher contracts shall be issued on or about April 15th and shall be returned by May 1st. Such assignments shall be subject to change if circumstances warrant.

ARTICLE XV Teachers shall not be required to use their automobiles in performance of their duties. Teachers who voluntarily use their automobiles in the performance of their duties shall be reimbursed for such travel at the rate of \$.10 per mile; provided, however, that the use of such automobile shall have been first authorized in writing by the Superintendent.

ARTICLE XVI

- A. The Superintendent shall deliver to the Association and shall post on the Association's bulletin board

by April 25th a tentative list of positions expected to be available for the following school year, which may be changed if circumstances warrant. Thereafter, teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent specifying the desired change. The Board covenants 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. Notice of an involuntary reassignment shall be given to the teachers 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 any such applicant shall be made by the Superintendent in his discretion.

#### ARTICLE XVII

- A. The Board agrees to give as much advance notice as possible to the Association and its members of the availability of promotional positions. 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, Assistant to the Superintendent, Principal, Vice-Principal, Guidance Director, Curriculum Chairman, Athletic Coach or Director.

- B. Teachers who desire to apply for such promotional positions shall submit an application in writing to the Superintendent, which writing shall be kept on file by the Superintendent 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.
- C. The Board agrees to consider the wishes of existing teachers in filling the aforesaid promotional positions.

#### ARTICLE XVIII

- A. All teachers shall be granted a yearly sick leave of 10 days to be used only for illness. Said sick leave except as hereinafter allowed as personal leave, may not be used for any other reason. Use in violation of this agreement shall constitute grounds for disciplinary action. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.

- B. If any teacher is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent. Teachers shall notify the Principal's office of absence due to the 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.
- C. Upon termination of employment, a teacher may request and the Board shall grant a certificate stating the teacher's unused accumulated sick leave.
- D. Re-employment by the Board of a teacher will reinstate past accumulated sick leave.
- E. Upon request in writing to the Superintendent, a teacher may be granted accumulated sick leave for illness in the immediate family, in the discretion of the Superintendent.

#### ARTICLE XIX

- A. Teachers 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 a teacher 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. A teacher absent on jury duty shall not be required to



deduct such absence from sick leave. Such teacher shall be reimbursed the difference between their 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.

#### ARTICLE XX

- A. Absence for personal business, such as settlement of house, death of a distant member of the family or friend, or accident, shall not exceed five (5) days during the school year. Absences not in excess of five (5) days shall be with pay at the discretion of the Superintendent. Absences beyond those allowable pursuant to this Article or as sick leave may be granted by the Board in its discretion in which event deductions at the rate of one-two hundredth of the annual salary (in the case of 10 month personnel) and one-two hundred and fiftieth of the annual salary (in the case of 12 month personnel) per day of absence will be made.
- B. The five days specified herein for personal leave may

be used as sick leave and shall be cumulative for the purpose of sick leave only. Personal leave may not exceed five (5) days in any school year except upon the recommendation of the Superintendent approved by the Board.

- C. Personal leave may be utilized in connection with religious holidays.

ARTICLE XXI Maternity leave will be granted teachers under tenure for a period not less than one school year and such additional portion of the current school year as may be required in order that the teacher will not be in the classroom for a period of three (3) months prior to the birth of the child; provided, however, that if a teacher wishes to stay beyond the fifth month of pregnancy a doctor's certificate shall be required.

Maternity leave shall be without salary. A teacher on maternity leave shall notify the Superintendent sixty (60) days before return to school upon the expiration of maternity leave. Return to school duties after maternity leave will be at the beginning of a school term except upon the recommendation of the Superintendent approved by the Board.

#### ARTICLE XXII

- A. A teacher may, on recommendation of the Superintendent, be granted sabbatical leave of absence for purpose of approved study for a period not exceeding one year if:
  - a) 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 b) 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 the annual salary to which he would have been entitled had he remained in the school system that year. If the sabbatical leave is for less than one year, one-fourth 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 Superintendent before November 1st 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 1st.
- 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 (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 he would have attained had he 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 second sabbatical leave.
- G. Before any teacher becomes entitled to 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, theses may be completed after the termination of the sabbatical.

#### ARTICLE XXIII

- A. The Board will assume the cost of the individual teacher's share of health insurance protection through the Hospital Service Plan of New Jersey and/or the Medical Surgical Plan of New Jersey, including Rider J and Major-Medical; provided, however, that equivalent or superior plan may be substituted by mutual agreement of the parties. Coverage of dependents of teachers shall be made available by the Board, cost to be borne by the individual

~~teacher through salary deductions; except that the~~  
cost of major medical dependent coverage shall be  
borne by the Board.

- B. The Board will provide to all teachers 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.

ARTICLE XXIV 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.

ARTICLE XXV Definition of the duties and responsibilities  
pertaining to student discipline of all administrators, super-  
visors and other personnel shall be reduced to writing by  
the Superintendent and after approval by the Board shall be  
presented to each teacher at the beginning of each school year.

ARTICLE XXVI The Board agrees to deduct from the salaries of  
the teachers who shall be members of the Sterling Education  
Association the Camden County Education Association, the New  
Jersey Education Association and/or the National Education Associa-  
tion, the dues for such associations. Such deductions shall be  
made in compliance with Chapter 310 of the Laws of 1967 and under  
such rules that may be established by the State Department of  
Education. Moneys collected pursuant to this Article shall be  
transmitted to the appropriate Treasurer by the 15th of each

month following the monthly pay period in which deductions are made. Teacher authorizations for such deductions shall be in writing and in the form set forth below:

AUTHORIZATION

---

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

To: Disbursing Officer - Sterling Board of Education

I hereby request and authorize the above names disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the \_\_\_\_\_ Association to receive dues and distribute according to the organization(s) indicated:

\_\_\_\_\_ Association \_\_\_\_\_  
\_\_\_\_\_ County Education Association \_\_\_\_\_  
National Education Association \_\_\_\_\_

---

ARTICLE XXVII This agreement shall become effective on July 1st, 1970 and shall terminate on June 30th, 1972.

ARTICLE XXVIII The professional status of the teachers is hereby recognized and affirmed. 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. Resort to any such illegal activities by the Association or its members shall be violative of this agreement and of the teacher's professional responsibilities to the Board and to their students.

ARTICLE XXIX The parties recognize that Department Chairmen as their responsibilities are now defined are an appropriate part of the bargaining unit to which recognition was originally given and that provision was made for Department Chairmen in the predecessor to this agreement. The Board has advised the Association of a pending re-evaluation of the status of Department Chairmen. It is anticipated that an administrative recommendation on this matter will be received after sufficient experience has been had under the newly appointed Assistant to the Superintendent in charge of curriculum. Upon receipt of such recommendation, which may include elimination of Department Chairmen, their elevation to supervisory status, or other change, the Board agrees to negotiate, with the Sterling Education Association, on this subject matter, which it recognizes as a term and condition of employment of the Department Chairmen.

ARTICLE XXX 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 XXXI

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.

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 15th and a minimum of two (2) after January 15th.

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 15th and a minimum of (1) evaluation after January 15th.

D. All tenure teachers shall be evaluated at least twice a year, with a minimum of one (1) evaluation prior to January 15th and a minimum of one (1) after January 15th.

E. A teacher shall be given the written analysis of any such observation within five (5) days of the evaluation. Upon request 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. At least once a year, a teacher shall have the right to review all material in his personnel file. No unauthorized person shall be permitted access to the personnel files. Personnel files may not be removed from the Board office.

#### ARTICLE XXXII

A. Teachers shall be required to report to school for duty ten (10) minutes prior to the opening of the individual teacher's assigned schedule and shall be permitted to leave thirty (30) minutes after the close of the individual teacher's assigned schedule; provided, however, that teachers shall make themselves available in a professional manner to consult with students needing or requesting additional instruction or assistance immediately beyond the thirty (30) minute period described above, and provided, further that teachers shall also make themselves available for teacher meetings beyond the above described hours. 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.

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. Teachers may leave the building without requesting permission during such periods; provided, however, that the administration must be notified of such absence in advance. 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. 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 extracurricular activities.

#### ARTICLE XXXIII

A. The parties hereto will select from their respective memberships appropriate representatives to become members of a Board-Staff Relations Committee, which committee shall meet at least six (6) times per school year and at least once every three (3) months for the purpose of discussion of current school problems and practices. The aforesaid committee shall be presided over by the Board member designated for that purpose by the Board, 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 at appropriate times to discuss current school problems and practices.

ARTICLE XXXIV The Board agrees to employ for instructional purposes only persons properly certified by the appropriate

state agency for such purposes. The Superintendent, and, where feasible, the Principal will interview all personnel. The Superintendent will submit a written recommendation to the Board concerning employment of new personnel.

#### ARTICLE XXXV

- A. Any teacher who shall enter the active military or naval services of the United States shall be granted leave of absence without pay for the period of such service and for a further period of three (3) months after receiving his discharge from such service. Teachers returning from such service shall be re-employed for the school year next commencing after termination of such leave of absence if such teacher has been honorably discharged from such service. Upon the return from military service as aforesaid, the employment of the teacher before entering such service and the employment after his resumption of employment following such service shall be counted in determining his right to tenure in office as though the two period 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, teaching service prior to the leave of absence and subsequent to his 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 teacher.

- B. A teacher'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 teacher's service prior to leave of absence and subsequent to his return to employment shall be continuous service as though the same had not been interrupted by military leave.
- C. 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 his initial military obligation as required by Federal statute. A teacher absent on account of such temporary active duty shall be paid the difference between his 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.

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 26th day of ~~26th~~ Feb, 1970.

ATTEST:

BOARD OF EDUCATION OF  
STERLING HIGH SCHOOL DISTRICT

Erich K. Drucis  
Secretary

By: Walter D. Mink  
President

ATTEST:

STERLING EDUCATION ASSOCIATION

Joyce Sharts  
Secretary

By: Robert W. White  
President

Schedule A p1

1970 -- 1971  
SALARY SCALE

Step	B. A.	B. +10	B. +20	B. +30	Master	M. +10	M. +20	M. +30	Doctor
1	6800	6900	7000	7100	7400	7600	7800	8000	8300
2	7100	7200	7300	7400	7700	7900	8100	8300	8600
3	7400	7500	7600	7700	8000	8200	8400	8600	8900
4	7725	7825	7925	8025	8325	8525	8725	8925	9225
5	8050	8150	8250	8350	8650	8850	9050	9250	9550
6	8400	8500	8600	8700	9000	9200	9400	9600	9900
7	8750	8850	8950	9050	9350	9550	9750	9950	10250
8	9125	9225	9325	9425	9725	9925	10125	10325	10625
9	9500	9600	9700	9800	10100	10300	10500	10700	11000
10	9900	10000	10100	10200	10500	10700	10900	11100	11400
11	10300	10400	10500	10600	10900	11100	11300	11500	11800
12	10700	10800	10900	11000	11300	11500	11700	11900	12200
13	10700	10800	10900	11000	11300	11500	11700	11900	12200
14	11000	11100	11200	11300	11600	11800	12000	12200	12500
15	11225	11325	11425	11525	11825	12025	12225	12425	12725

\*

\*Any increment after the 15th step shall be regarded in the nature of a merit increment.

## Schedule A p2

1971 -- 1972  
SALARY SCALE

Step	B. A.	B. +10	B. +20	B. +30	Master	M. +10	M. +20	M. +30	Doctor
1	7300	7400	7500	7600	7900	8100	8300	8500	8800
2	7600	7700	7800	7900	8200	8400	8600	8800	9100
3	7900	8000	8100	8200	8500	8700	8900	9100	9400
4	8225	8325	8425	8525	8825	9025	9225	9425	9725
5	8550	8650	8750	8850	9150	9350	9550	9750	10050
6	8900	9000	9100	9200	9500	9700	9900	10100	10400
7	9250	9350	9450	9550	9850	10050	10250	10450	10750
8	9625	9725	9825	9925	10225	10425	10625	10825	11125
9	10000	10100	10200	10300	10600	10800	11000	11200	11500
10	10400	10500	10600	10700	11000	11200	11400	11600	11900
11	10800	10900	11000	11100	11400	11600	11800	12000	12300
12	11200	11300	11400	11500	11800	12000	12200	12400	12700
13	11500	11600	11700	11800	12100	12300	12500	12700	13000
14	11800	11900	12000	12100	12400	12600	12800	13000	13300
* 15	12025	12125	12225	12325	12625	12825	13025	13225	13525

\* Any increment after the 15th step shall be regarded in the nature of a merit increment.

SCHEDULE B

SUPPLEMENTAL ASSIGNMENTS

A. COACHING

POSITION:

	1970-71 <u>Supplemental Salary</u>	<u>Range</u>
1. Athletic Director	\$1200	800-1500
2. <u>FOOTBALL:</u>		
Head Coach	\$1600	800-2000
Asst. Coach (5)	500	450-850
3. <u>BASKETBALL:</u>		
Head Coach	\$750	600-1200
Asst. Coach (2)	400	350-800
4. <u>WRESTLING:</u>		
Head Coach	\$650	450-1000
Asst. Coach (2)	350	300-800
5. <u>BASEBALL:</u>		
Head Coach	\$650	600-1000
Asst Coach (2)	350	300-750
6. <u>TRACK:</u>		
Head Coach	\$650	600-1000
Asst. Coach (2)	350	300-650
7. <u>TENNIS:</u>		
Coach	\$250	200-450
8. <u>CROSS COUNTRY:</u>		
Coach	\$450	400-700
9. <u>SOCCER:</u>		
Head Coach	\$450	450-1000
Asst. Coach	250	250-800



POSITION:

	1970-71 <u>Supplemental Salary</u>	<u>Range</u>
10. <u>WEIGHT LIFTING:</u>		
Head Coach	\$650	450-800
Asst. Coach (2)	250	250-550
11. <u>INDOOR TRACK:</u>		
Coach	\$350	250-550
(GIRLS)		
1. <u>BASKETBALL:</u>		
Head Coach	\$500	400-800
Asst. Coach (2)	250	250-500
2. <u>HOCKEY:</u>		
Head Coach	\$500	450-750
Asst. Coach (2)	300	250-500
3. <u>SOFTBALL:</u>		
Head Coach	\$350	300-500
Asst. Coach	250	200-350
4. <u>TENNIS:</u>		
Coach	\$250	200-450
5. <u>MAJORETTES &amp; TWIRLERS</u>		
Coach	\$250	200-400
6. <u>CHEERLEADERS</u>		
Head Coach	\$300	200-500
Asst. Coach	275	175-350

B. OTHER

ACTIVITY:

	<u>1970-71</u> <u>Supplemental Salary</u>	<u>Range</u>
1. Year Book	\$400	350-600
2. Newspaper	\$350	300-600
3. Junior-Senior Play (2)	\$250	200-500
4. Audio Visual	\$250	200-500
5. Early Cafeteria Duty	\$250	200-500
6. Band	\$700	700-1000
7. Detention Hall Duty	\$250	200-500
8. <u>Advisors:</u>		
12th Grade Level	\$450	400-700
11th " "	250	200-500
10th " "	200	150-450
9th " "	200	150-450
9. Night Librarian Service	\$5.00 per hour	None
10. Summer Music Program	\$1000	None

NOTE:

The indicated 1970-71 salary is that which the present coach will receive if continued in the position. The indicated range represents the limits within which salary adjustments may be made in the second year of the contract and is also the range within which a new coach will be placed. Second year adjustments are to be

based on the following considerations:

- 1) A coach should exhibit rapport with his students.
- 2) A coach should establish within his students a philosophy of good sportsmanship.
- 3) Consideration shall be given to a coach's team's performance, but in no event shall the won-lost record be the controlling factor.
- 4) A coach should exhibit a background and expertise in his sport.
- 5) Consideration shall be given to the length of coaching experience in the sport.

Based on these factors, a written recommendation for each coach's 1971-72 salary, stating in detail the reasons therefor, shall be made by the Athletic Director to the Superintendent no later than March 10, 1971. The Superintendent shall submit his written recommendation to the Board's Athletic Chairman, giving due consideration to the above factors and the recommendation of the Athletic Director. The Athletic Chairman shall similarly present the recommendations of both the Athletic Director and Superintendent to the Board, together with his own recommendations. The Board shall review all the recommendations in the light of the established criteria and shall make its own determination in good faith. If all of the recommendations are uniform, due consideration shall be given to this fact. The Board's determination and the underlying reasons therefor shall be communicated in writing to the affected coaches by April 15, 1971. Such statement of reasons shall be applicable only to the fixing of 1971-72 coaching salaries. It

shall not apply to the determination to retain or discharge a coach, nor shall this Article be precedent for the statement of reasons as to the non-retention of non-tenure teachers.

With respect to other supplemental assignments, the indicated 1970-71 salary is that which the present personnel will receive if continued in the position. The indicated range represents the limits within which salary adjustments may be made in the second year of the contract and is also the range within which new personnel will be placed.

A written recommendation for each supplemental 1971-72 salary, stating in detail the reasons therefor, shall be made by the Principal to the Superintendent no later than March 10, 1971. The Superintendent shall submit his written recommendation to the Board's Personnel Chairman, giving due consideration to the above factors and the recommendation of the Principal. The Personnel Chairman shall similarly present the recommendations of both the Principal and Superintendent to the Board, together with his own recommendations. The Board shall review all the recommendations in the light of the established criteria and shall make its own determination in good faith. If all of the recommendations are uniform, due consideration shall be given to this fact. The Board's determination and the underlying reasons therefor shall be communicated in writing to the affected persons by April 15, 1971. Such statement of reasons shall be applicable only to the fixing of 1971-72 supplemental salaries. It shall not apply to the

determination to retain or discharge, nor shall this Article be precedent for the statement of reasons as to the non-retention of non-tenure teachers.

## RESOLUTION

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

WHEREAS, the Sterling Education Association is the representative for the purposes of collective bargaining of certain of the professional personnel of the District; and

WHEREAS, the Board and the Association, through negotiations in good faith have agreed upon the form of an agreement concerning terms and conditions of employment, including salary and other benefits;

NOW THEREFORE BE IT RESOLVED by the Board of Education of the Sterling High School District as follows:

1. The agreement between the Board and the Sterling Education Association in the form annexed hereto, be and the same is hereby approved and ratified.
2. The President and Secretary of the Board are hereby authorized to execute the aforesaid agreement and to do all things necessary and proper to implementation thereof.

## CERTIFICATION

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Education of the Sterling High School District at a special meeting held on February 26, 1970, at the Board's offices in Somerdale, New Jersey.

  
\_\_\_\_\_  
Edith K. Davies, Secretary  
Business Administrator

RESOLUTION

Whereas, the Board and the Association, through negotiations in good faith have agreed upon the form of an agreement concerning terms and conditions of employment, including salary and other benefits;

NOW THEREFORE BE IT RESOLVED by the Sterling Education Association:

1. The agreement between the Board and the Sterling Education Association in the form annexed hereto, be and the same is hereby approved and ratified.

2. The President and the Secretary of the Association are hereby authorized to execute the aforesaid agreement and to do all thing necessary and proper to implementation thereof.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the resolution adopted by the Sterling Education Association, Feb 24, 1970 (RW)

Joyce Shorts  
Joyce Shorts, Secretary  
Sterling Education Association