

AGREEMENT

BETWEEN

STRATFORD BOARD OF EDUCATION

AND

STRATFORD EDUCATION ASSOCIATION

JULY 1, 2005 - JUNE 30, 2008

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ARTICLE I RECOGNITION

- A. The Stratford Board of Education hereby recognizes the Stratford Education Association, which represents the majority of the employees, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel under contract or employed by the Board:
1. Certificated Personnel, as required by the position held, to include but not limited to:
 - Teachers (regular classroom, special education, special area)
 - Librarians
 - Nurses
 - Learning Disability Specialists
 - Social Workers
 - School Psychologist
 - Guidance Counselors
 2. Non-Certificated Personnel, to include but not limited to:
 - Secretaries to Principals and Vice-Principals
 - Custodians
 - Assistants (Classroom, Individual and Library)
- B. Unless otherwise indicated, the term “employee” or “employees” shall mean a member of the Association as defined in A. above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1074 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- B. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be presented to the Board for approval and to the Association for ratification, and upon approval and ratification shall be signed by both parties.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definitions

1. A grievance is a claim based upon the interpretation, application or violation of this Agreement which affects the terms and conditions of employment of an employee or group of employees.
2. An "aggrieved person" is the person or persons making the claim or the Association.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration and having an adjustment made which is not inconsistent with the terms of this Agreement.

C. Procedure

1. Time Limits - Failure of the party in interest or the aggrieved person to comply with any time limits set forth for the processing of a grievance shall be conclusively deemed to be an abandonment of said grievance. No time limit may be extended except by mutual agreement in writing.
2. Year End Grievance – A grievance filed at the end of the year that may result in irreparable harm to either party of interest should be resolved on an accelerated schedule prior to September 1st.
3. Level One - Principal or Immediate Supervisor
 - a. An employee with a grievance shall first discuss it with his/her principal or immediate supervisor within ten (10) school days of its occurrence, either directly or through a representative of his/her own choosing, with the objective of resolving the matter informally.
 - b. (1) The principal or immediate supervisor has 15 schools days after the hearing to attempt resolution of the problem.

(2) If it cannot be resolved by the principal or immediate supervisor, the

aggrieved person shall reduce the grievance to writing and submit the grievance to the Superintendent with a duplicate copy forwarded to the principal or immediate supervisor involved within ten (10) school days.

c. If in the judgment of the association, a grievance affects a group of employees in one or both schools or is not in the jurisdiction of principal/supervisor, the association may submit such grievance in writing to the superintendent and the processing of such grievances shall commence at that level.

4. Level Two - Superintendent

a. (1) Upon receipt of the written grievance and request for a conference, the Superintendent and/or his/her representative shall attempt to resolve the matter as quickly as possible.

(2) The Superintendent shall meet with the aggrieved person and his/her representative within three (3) school days after the request for such a conference.

b. (1) The Superintendent shall have five (5) school days from the date of the aforementioned conference to render his/her decision.

(2) A written statement of his/her decision and reasons shall be forwarded to the aggrieved person, his/her representative, and the principal or immediate supervisor involved.

5. Level Three - Board of Education

a. If the grievance is not resolved at Level Two to the satisfaction of the aggrieved person, he/she may request a review by the Board of Education.

(1) The request shall be made in writing through the Superintendent of Schools within ten (10) school days.

(2) The Superintendent will attach all related documents and forward it to the Board of Education within three (3) school days.

b. The Board of Education shall review the case, and it or a committee of the Board, as determined by the Board, shall hold a meeting with the employee and /or his/her representatives.

c. The Board shall render a decision, in writing, within five (5) school days following the Board meeting that the grievance is considered. Copies of the Board's decision shall be sent to the aggrieved person, his/her representative, the Association, and the Superintendent of Schools.

6. Level Four - Arbitration

a. If a grievance alleging that there has been a violation of the expressed written terms of this Agreement is not resolved at Level Three to the satisfaction of the Association, it may institute proceedings for binding arbitration within thirty (30) days of receipt of the Board's decision by submitting the matter to the New Jersey Public Employment Relations Commission, under its rules for the selection of an arbitrator. The submission to arbitration shall be with the following understandings.

(1) The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement. He/She shall limit himself/herself to the issues submitted and shall consider nothing else.

(2) The arbitrator shall have no jurisdiction to consider the issue of arbitrability. Such issues shall be submitted to the appropriate state agency or judicial body.

(3) The arbitrator shall have no jurisdiction to hear grievances in matters where a method of review is prescribed by law or by any rule, regulation or decision of the Commissioner of Education or State Board of Education.

b. Without limitation the following matters shall not be subject to arbitration:

(1) The failure or refusal of the Board to renew a contract of any non-tenured teacher.

(2) In matters where the Board is without authority to act.

(3) Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education.

(4) Matters involving the statutory or discretionary powers of the Board.

c. Employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

d. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all levels of the grievance procedure by him/herself, with or without legal counsel, or at his/her option by a representative selected or approved by the Association.

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against a party in interest or any other participant in the grievance procedure.

E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

F. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV

EMPLOYEE RIGHTS

A. The parties agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 of the Laws of 1974 (N.J.S.A.34:13A-5.3).

B. Just Cause Provision - No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services capriciously or arbitrarily.

C. Required Meetings or Hearings - Whenever any employee is required to appear before the Superintendent, or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could result in termination of employment, then he/she shall be given prior written notice of the reasons for the meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee by the Superintendent and Board action, pending charges, shall be with pay. The Board, upon certification of charges to the Commissioner of Education, may suspend the employee without pay as provided by law. The Association will cooperate with the Board in the recovery of any funds due to the Board by any suspended employee.

D. Evaluation of Students - The teacher is responsible for determining grades and

other evaluations of students within the grading policies of the Stratford School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without prior consultation between the teacher, the administration and/or the Board. The Board retains the right to make the final decision concerning any grade or evaluation. Any such change made by the Board shall be shown by notation to have been the Board's decision.

E. Criticism of Employees

1. Any criticism by a supervisor, administrator, or Board member of any employee, and/or in the case of certificated personnel of his/her instructional methodology, shall be made in confidence and not in the presence of students, parents or other public gatherings, unless public comment or discussion is requested by the employee or unless it is part of a legal proceeding (i.e. Superior Court, Office of Administrative Law, PERC Hearing).
2. Any criticism made by a parent, student or other person shall be called to the attention of the employee promptly so that he/she shall have the opportunity to respond to and/or rebut such criticism.

F. Protection of Employees, Students and Property

1. Unsafe and Hazardous Conditions - The Board and employee shall endeavor to maintain safe working conditions. Accordingly, any unsafe or hazardous conditions shall be reported to the building principal who shall in turn report it to the Superintendent of Schools.
2. Unauthorized Visitors - Any employee discovering an unauthorized visitor shall immediately report the person to the building principal, or his/her designee, at which time the principal, or his/her designee, shall take appropriate action.
3. Reimbursement for Personal Property Damage
 - a. The Board shall reimburse employees for the reasonable value of clothing or other personal property damaged, destroyed or stolen as the result of an assault or vandalism while on school property or while acting in the discharge of his/her duties within the scope of his/her employment.
 - b. The Board's liability shall not exceed the personal loss insurance coverage limitations maintained by the Board and shall not extend to motor vehicles of the employees.
 - c. Except for clothing worn, all articles of personal property must be registered with the building principal at the beginning of the school year. Articles may be added to or deleted from this list from time to time. The principal may

disclaim liability for any article or articles of personal property he deems to be unnecessary for the educational program or too valuable, by so notifying the employee in writing.

d. Employees who use their own tools pursuant to prior authorization from the administration to fulfill their jobs shall be entitled to reimbursement for any damage which occurs to the tools during their use while the individual is performing his/her job responsibilities.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information - The Board agrees to allow the Association to obtain pertinent public information necessary to the Association's processing of grievances and negotiations.
- B. Use of School Buildings - The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. In cases of conflicting schedules, an alternate meeting place within the schools shall be provided. Any damage to school buildings as a result of Association use shall be the responsibility of the Association.
- C. Bulletin Boards - The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal prior to posting for his/her review. The material posted shall be of a routine informational nature concerning Association activities and shall not have the potential for creating controversy or to demean the Board or any of its members.
- D. Mail Facilities and Mailboxes - The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other members of the administration.
- E. The Association shall have the right to use the duplicating machines before or after regular school hours with the permission of the building principal; provided, however, any damage caused to the machines, which is not paid by the Board's

maintenance agreement, shall be paid for by the Association. Operation of the machines shall be only by a specifically designated operator who shall submit to any training in regard to said operation which the Board requires.

- F. Representation Fee – If an employee does not become a member of the Association during any membership year, that employee will be required to pay a representation fee to the Association for that membership year.

ARTICLE VI

TEACHER WORK YEAR - SCHOOL CALENDAR

- A. The Board will consider the suggestions of the Association concerning vacations and holidays before adoption of the school calendar. The Board reserves the right to make the final decision with respect to the school calendar.
- B. The number of days in a school year shall not exceed 186 days.
- C. The last day of school before the Thanksgiving and Christmas holiday shall be an early dismissal day for the staff and students.
- D. If all housekeeping chores are completed, the teachers will be allowed, on the last day of the school year (the day following the student's last day), to pick up their checks at 10:00 A.M. and leave immediately thereafter.

ARTICLE VII

TEACHING HOURS and TEACHING LOAD

- A. Arrival and Dismissal Time
1. The work day for certificated staff members shall be seven (7) hours and fifteen (15) minutes, with a starting time of 8:15 A.M. and an ending time of 3:30 P.M. On Monday only, the ending time for full-time certificated personnel shall be 4:15 P.M.; prorated for part-time certificated personnel. This time will not be assigned pupil contact time and will not count as prep time minutes.
 2. No certificated staff member shall be required to report for duty earlier than ten (10) minutes before the pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day.
 3. On Fridays or on days preceding a holiday or vacation, the teacher's day shall end at the close of the pupils' school day.
 4. On all other Fridays, the teachers' day shall end at the close of the pupils' school day unless an in-service is scheduled, then the staff will be required to stay until 3:15 P.M.

B. Teaching Preparation Time:

The administration shall, through rescheduling, provide all certified teaching staff members with at least one hundred and seventy-five (175) minutes preparation time per week.

C. All certificated personnel shall have a duty free lunch period consisting of forty (40) minutes. It is further recognized that the time of day for lunch may not be the same for each faculty member because certain grade levels or special subject areas may have their lunch hours at a different time.

D. The Stratford Board of Education recognizes the desirability of attempting to maintain reasonable class sizes in order to further the educational aims and policies of the district.

E. Conferences/Back to School Night

During the course of the contract, all certificated personnel shall be required to attend one (1) evening conference session in the fall or spring and a Back to School Night. The total workday for teachers shall not be increased on such evening conference days. The certificated personnel lunch period shall be included in the length of the day computation. Conferences shall not precede a holiday recess.

ARTICLE VIII

TEACHER EMPLOYMENT

A. To be eligible to receive full credit for one year of service toward the next increment step for the following year, the teacher must have been on the payroll for at least ninety-three (93) days of the year immediately preceding. Less than ninety-three (93) days on the payroll shall result in the teaching staff member remaining on the same step for another year.

B. Credit shall be given for approved military service. For the purpose of determining salary, years spent in service shall be given the same credit as years spent in teaching. The maximum number of years to be credited for military service shall be four (4).

C. Whenever a person accepts employment in the School District, his/her initial place on any salary schedule shall be at such point as may be agreed upon by said person and the Board. No person with less experience will be placed at a higher step than a currently employed Stratford teacher. Teachers with previous teaching experience in the Stratford School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work, and time spent on a Fulbright Scholarship up to a maximum set forth in Section B

above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

- D. Previously accumulated unused leave days will be restored to all employees returning from approved leave.
- E. Certified teaching staff members shall be notified of their contract and salary status for the ensuing year as required by law.

ARTICLE IX **SALARIES**

- A. Salary Schedule - The salaries of the various employees covered by this Agreement as set forth in the following scheduled:
 - Schedule A - Teacher
 - Schedule B - Secretarial
 - Schedule C - Custodial
 - Schedule D - Assistants (Classroom, Individual and Library)
- B. Degree Advancement Additional Compensation - Certified teaching staff members shall present proof of obtaining credits for additional compensation as stipulated on the salary schedule by October 1st of the current school year. Compensation shall be retroactive as of September 1st of the present contract year.
- C. Methods of Payment
 - 1. The Board agrees to pay two (2) salary checks per month.
 - 2. The dates of payment shall be on the 15th and 30th of each month.
 - 3. If the 15th or the 30th falls on a weekend or a holiday, the Board agrees to pay the salary check on the last school day preceding the weekend or the holiday.
 - 4. On ten (10) month contracts, the Board agrees to pay twenty (20) equal payments; on twelve (12) month contracts, the Board agrees to pay twenty-four (24) equal payments.
 - 5. The Board agrees to make available electronic direct deposit of employees' paychecks provided the employees individually authorize the Board to do so.
- D. Bedside Instruction – Certificated personnel employed for bedside instruction shall be compensated at the hourly rate of:
 - 2005-2006 \$36.05

2006-2007	\$37.67
2007-2008	\$39.37.

- E. Non-Teaching Employment – Certificated personnel who perform any service (i.e.: curriculum work, in-service, Saturday detention) at the direction of the Board shall be compensated at the hourly rate of:

2005-2006	\$28.48
2006-2007	\$29.76
2007-2008	\$31.10.

- F. Lunch Duty – Certificated staff members assigned to lunch duty shall be compensated at the hourly rate of:

2005-2006	\$41.80
2006-2007	\$43.68
2007-2008	\$45.65.

The Board agrees that teachers will not be assigned to lunch duty except in an emergency and then volunteers will first be solicited.

ARTICLE X

TEACHER ASSIGNMENT

- A. Notification

1. Date for presently employed teachers - All certified teaching staff members shall be given written tentative notice of their class/and or subject assignments, building assignments and room assignments for the forthcoming year not later than May 31st.

2. Revisions - In the event that changes in such class and/or subject assignment, building assignments or room assignments are proposed after May 31st, any certified teaching staff member affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his/her representative and the teacher affected and, at his/her option, a representative of the Association.

- B. Traveling Teacher - The Board shall schedule teachers who are assigned to more than one school in a manner which will attempt to reduce inter-school travel, subject to the education needs of the District. Such teacher shall be notified of any changes in his/her schedule as soon as possible.

- C. Transfer, Assignment and Reassignment

1. Definitions

a. Transfer - Change from one building to another with a possible change of assignment.

- b. Assignment - Change from one grade level to another.
- c. Vacancy - A position which the Boards has determined to fill.
- 2. Teacher Initiated Transfer and/or Assignment - The teacher shall submit his/her request for transfer or reassignment for the succeeding year to the Superintendent of Schools, in writing, by February 1st. This request shall include the transfer/reassignment desired and the reasons for the request. Such requests represent consent to transfer and may be acted upon without further consultation with the teacher.
- 3. Administration Initiated Transfer and/or Reassignment - The Superintendent shall notify the teacher in writing whose transfer and/or reassignment is pending as soon as possible after the need is determined by the Superintendent. The teacher shall be provided the opportunity of discussing the pending transfer and/or reassignment and any objection shall be duly considered. At that time, the teacher may request reassignment to any vacancy and/or new position in the district.
- 4. Any vacancy and/or new position shall be posted in each school as it occurs. Two copies will be forwarded to the President of the Association.
- 5. If room changes occur during the summer, the Board will compensate said employee at the non-teaching employment rate in Article IX, Section E.

ARTICLE XI

EVALUATION

- A. Certificated Staff Members
Each teacher shall receive at least the minimum number of evaluations consistent with law conducted by a member of the Administration. (Tenured – minimum of one (1); Non-Tenured – minimum of three (3)).
- B. Non-Certificated Staff Members - The Administration shall keep employees informed concerning whether or not they are performing their work satisfactorily. Any written evaluation report shall be presented to the employee involved and a copy forwarded to the Superintendent.
- C. Written Evaluations - All written evaluations shall be submitted to the employee involved for his/her review, comment and signature. The signature of said employee shall not be construed to be an acceptance of the contents of the evaluation but rather to indicate that he has had the opportunity to review it.
- D. Inspection of Evaluation Reports - Employees shall be permitted to examine evaluation reports in their personnel folder, as maintained in the Office of the

Superintendent, in the presence of an administrator.

ARTICLE XII
TEACHER FACILITIES

- A. In the event appropriate space becomes available, the Board will provide one (1) room in the Yellin School and one (1) room in the Parkview School for the exclusive use of the teachers. Until such space is available, the Board shall maintain the faculty rooms in the two schools.

ARTICLE XIII
INSURANCE PROTECTION

All employees who work 30 or more hours per week will be eligible to select between two (2) health benefits options. Plan A – Group Coverage (Health, Prescription and/or Dental) pursuant to the terms and conditions set forth below. The waiting period under Plan A – Group Coverage is 60 days after employment unless certificated personnel hired with start date of September 1st. Plan B – Opt-Out pursuant to the terms and conditions set forth below.

(Appendix D – Modifications to Aetna health coverage.)

- A. Employee and dependent coverage shall be board paid for all employees hired prior to July 1, 1996 and enrolled in/covered by Patriot V or X as of June 30, 2002.

<u>Health Insurance</u>	<u>Prescription Insurance</u>	<u>Dental Insurance</u>
Employee & Dependent Coverage through Patriot V or Patriot X	Employee & Dependent Coverage	Employee & Dependent Coverage

Patriot X employee and dependent coverage for those not enrolled in/covered by Patriot X as of June 30, 2002 is available through a payroll deduction.

- B. All employees hired after July 1, 2000.

1. For the first 24 months of continuous employment:

<u>Health Insurance</u>	<u>Prescription Insurance</u>	<u>Dental Insurance</u>
Employee Coverage Only through Patriot V*	Employee Coverage Only	Employee Coverage Only

*Patriot X coverage and/or dependent coverage is available through payroll deduction.

2. After the first 24 months of continuous employment:

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<u>Health Insurance</u>	<u>Prescription Insurance</u>	<u>Dental Insurance</u>
Employee & Dependent Coverage through Patriot V*	Employee & Dependent Coverage	Employee & Dependent Coverage

*Patriot X coverage is available through payroll deduction.

(Payroll deduction is the difference between the Patriot V premium, which is board paid, and the Patriot X premium.)

C. Opt – Out (Appendix C – Summary of Benefits)

Employees who supply proof of other adequate health, dental and/or prescription care coverage may apply to receive cash payments in the form of additional taxable pay as follows:

50% of premium rate currently in effect based on prior year coverage (i.e. family, husband/wife, parent/child(ren), single)

D. Income Protection (Disability Insurance)

1. All employees hired prior to July 1, 1996 - The Board shall pay income protection coverage through American General Insurance Company or Prudential Insurance Company for those employees who have elected single health insurance and prescription coverage.

2. Employees hired after July 1, 1996 - The Board shall pay income protection coverage through American General Insurance Company or Franklin Insurance Company for those employees who have elected single health insurance and prescription coverage beginning with the fourth year of employment.

E. The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers.

ARTICLE XIV

ASSISTANTS – Classroom, Individual and Library

A. When an assistant is asked to substitute teach he/she shall be compensated at either the assistant’s hourly rate or the present substitute rate (prorated hourly), whichever is higher.

B. Classroom assistants who lose pay due to emergency school closing shall be given the opportunity to make up days lost if the administration determines that work is available.

C. The length of the work day for full-time assistants shall be 7 hours and 15

minutes.

- D. The length of the work week for part-time assistants shall not exceed 29-1/2 hours.
- E. All full-time assistants shall be entitled to a 40-minute duty free lunch period.
- F. All assistants shall be entitled to bereavement days as outlined in Article XVIII, Section B.
- G. Seniority, or length of employment with the district, will be a factor considered by the Board of Education in the event of a reduction in force.

ARTICLE XV
12 MONTH EMPLOYEES

A. Custodians

1. Custodian Vacation

- a. Custodians with less than two (2) years of employment shall receive one (1) day's vacation for each two (2) months of employment to the maximum of ten (10) working days.
- b. After two (2) years of employment, all custodians shall receive two (2) weeks vacation per year.
- c. After the fifth (5th) year and through the tenth (10th) year of employment to the district, custodians will receive three (3) weeks of vacation per year.
- d. After ten (10) years of employment to the district, custodians will receive four (4) weeks vacation per year.
- e. Vacations properly applied for and approved may be taken throughout the entire year and are not limited to summer months.

2. Custodian Holidays

- a. Custodians will receive the following twelve (12) paid holidays:
 - a. July 4th
 - b. Labor Day
 - c. Thanksgiving Day
 - d. Friday following Thanksgiving
 - e. Christmas Eve Day
 - f. Christmas Day
 - g. New Year's Day
 - h. President's Day

- i. Good Friday
- j. Easter Monday
- k. Memorial Day
- l. Floating Day – choose either: Columbus Day or Martin Luther King's Birthday

b. If the holiday falls on the weekend, the custodian will receive either the preceding Friday or the following Monday as a paid holiday, providing that school is not in session. In the event that school is in session on the preceding Friday or following Monday, said holiday shall be taken during the summer months when school is closed.

3. Custodian Work Day

The custodian work day shall be 8.5 hours in duration, including a half-hour lunch/dinner break and two (2), 15 minute breaks. Notification of a half-day schedule will be at the discretion of the Superintendent.

4. Custodian Black Seal

Custodians having a black seal license will receive, in addition to their step on the salary guide, \$800.

5. Seniority

Seniority, or length of employment with the district, will be a factor considered by the Board of Education in the event of a reduction in force.

B. Secretaries

1. Secretarial Vacation

a. For the first two years of employment, all secretaries shall receive ten (10) days vacation per year.

b. After two years of employment, all secretaries will receive fifteen (15) days vacation per year.

c. After the fifth year of employment, secretaries will receive twenty (20) days vacation per year.

2. Secretarial Holidays

All secretaries shall receive the same holidays as set forth in the school calendar

in addition to July 4th and Labor Day.

3. Secretarial Work Day

The secretarial work day shall be 7.5 hours in duration including a 50-minute lunch.

4. Seniority

Seniority, or length of employment with the district, will be a factor considered by the Board of Education in the event of a reduction in force.

ARTICLE XVI
SICK LEAVE

A. Ten Month Employees

1. Any employee who is hired after September 1st shall be entitled to one (1) sick leave day per month for the balance of that work year. Thereafter, said employee shall be entitled to ten (10) sick leave days per year.

2. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

B. Twelve Month Employees

1. Any employee who is hired after July 1st shall be entitled to one (1) sick leave day per month for the balance of that work year. Thereafter, said employee shall be entitled to twelve (12) sick leave days per year.

2. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

C. Notification of Illness – Employees shall notify the school of anticipated absence due to illness as early as possible, but no later than 7:00 A.M. the morning of the absence, by calling the Sub Calling Service or such other agency or person designated by the Board.

D. Reimbursement for Unused Sick Leave

1. Each employee who applies for retirement to TPAF or PERS shall be paid for unused sick leave days accumulated as follows: (Appendix E for details of years 2005-2006 and 2006-2007)

2005-2006	\$100.00 per day up to a maximum of 200 days
2006-2007	\$100.00 per day up to a maximum of 200 days.
2007-2008	\$50.00 per day up to a maximum of 100 days.

2. The Board shall maintain a record of sick days accumulated and provide each employee with an accounting no later than October 1 of the school year.

3. The employee shall notify the Board of his/her intention to retire no later than January 1, preceding the retirement date to be eligible for the reimbursement. The reimbursement will then be paid in July. If the employee notifies the Board after January 1, it may result in the delay of the reimbursement for one year.

E. Attendance Incentive

As a financial incentive for attendance, employees shall be paid as follows:

1. No sick or personal days \$300 per year
2. No sick days \$175 per year
3. No personal days \$125 per year.

Bereavement days as listed in Article XVIII, Section B are excluded.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCES

A. Sabbatical Leave - A sabbatical leave shall be granted to a certified teaching staff member by the Board of study of reasonable value to the District, subject to review and approval of the Board and Superintendent and subject to the following conditions.

1. Sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.

2. Requests for sabbatical leave must be received by the Superintendent in writing, in such a form as may be mutually agreed on by the Association and the Superintendent no later than December 1st and action must be taken on all such requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least ten (10) consecutive full years of service in the Stratford School District.
4. A teacher on sabbatical leave shall be paid by the Board of Education at one hundred (100%) percent of the salary rate for one-half (1/2) year or fifty (50%) percent of the salary rate for a full year.
5. A person requesting sabbatical leave for full-time study must take at least a minimum of twelve (12) semester hours unless extenuating circumstances are approved by the Superintendent and Board.
6. A one-half (1/2) year sabbatical leave may be granted provided adequate provisions can be made for filling the one-half (1/2) year vacancy.
7. Upon return from a sabbatical leave of absence, an employee shall retain the following employment rights held by him before such leave was granted:
 - a. Shall be placed on the salary schedule at the level which he/she would have achieved had he remained actively employed in the system during the period of absence.
 - b. Unused sick leave as held at the start of the leave shall be retained.
 - c. Shall have the right to return to his/her former position in his/her former school unless mutually agreed otherwise.
8. Prior to commencing the sabbatical leave, the teacher shall, in writing, agree to return to his/her employment with the School District for one (1) full year and shall, in addition, sign a Promissory Note providing that in the event the teacher leaves the District before the expiration of one (1) full year of employment, he/she shall pay to the Board an amount equal to one-half (1/2) of the salary which he/she would have earned had he/she not terminated said employment. Extenuating circumstances will be considered.

B. Pregnancy Disability/Child Rearing/Adoption –

1. Pregnancy Disability:
 - a. Any regularly appointed employee seeking a leave of absence for reasons of pregnancy disability shall notify the Superintendent, in writing, no later than five (5) months prior to the expected birth. The letter shall set forth the commencement date of the requested leave of absence and the date she desires to return from said leave.
 - b. Any pregnant employee will be deemed eligible to utilize accumulated sick leave as follows:

(1) Up to twenty (20) working days prior to the date of the birth.

(2) Up to twenty (20) working days after the date of birth.

2. Child Rearing:

Any employee seeking a leave of absence for reasons of child rearing shall notify the Superintendent, in writing, no later than 30 days prior to the commencement date of said leave request.

3. Adoption:

Any employee adopting a child may receive similar leave which shall commence upon receiving defacto custody of said child, or earlier if necessary, to fulfill the requirements of the adoption.

4. Any employee may return to work within the school year in which the leave begins, provided he/she requested to do so in the original application. Any extension or reduction of absence within the same school year shall only be allowed at the discretion of the Board, provided extension or reduction is made following the original application but prior to the original commencement date and that such extension or reduction will not substantially interfere with the administration of school.

5. 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.

6. Any tenured employee shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which the original leave commences, provided she/he has given the Board written notice of the intention to do so not less than six (6) months prior to the beginning of the school year in which he/she wishes to return. (March 1st – 10 month employees; January 1st – 12 month employees)

7. Any leave of absence described in this article shall count towards leave under the Federal and/or State Family Medical Leave Acts, except as stated in 1.b. above.

C. Return From Leave - Any employee granted a leave of absence under this policy shall be eligible for a salary increment provided he/she has completed at least 93 days of service to the District in the year in which the leave commences.

D. In the event that any provision of this Article should be found contrary to any New Jersey School Law, the statutory language shall supersede the language in this Agreement.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave Days

1. Should it be necessary for a person to be absent for urgent personal reasons, up to five (5) days per year of absence is allowed with full pay, three (3) days without reason, two (2) days with reason.
2. Personal leave shall not be approved on the days before or after a vacation period. e.g., Thanksgiving, winter and spring break, except with prior approval from the Superintendent or in case of an emergency approved by the Superintendent.
3. Examples of personal leave days include but are not limited to the following:
 - Funeral of others not listed under B. Bereavement
 - Illness of immediate family
 - Marriage of employee or family member
 - Receipt of own college degree
 - Other reasonable/logical situations that require personal leave.
4. The Board may allow additional absence without pay, provided a written request is made in advance to the Superintendent and proof can be established that such absence is necessary.
5. Unused personal leave days, to a maximum of five (5) days per year, from the above paragraph, may be used for sick leave days, either in the current year or become cumulative sick leave.

B. Bereavement

1. In case of absence due to death of immediate family member (parent, husband, wife, child, brother or sister), full salary shall be paid for a period through five (5) consecutive school days per incident. The maximum number of bereavement days for immediate family per year will be ten (10) days.
2. In case of absence due to death of extended family member (father-in-law or mother-in-law, whether or not residing in the immediate household), full salary shall be paid for a period of up to three (3) consecutive school days.

C. Professional Day (Other than N.J.E.A.)

Members of the teaching staff, on recommendation of the Superintendent, may attend institutes, conferences, conventions, and visitation to other schools provided absence from teaching duties does not exceed two days in any school year.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay up to \$1,500 in each year of contract toward the cost of tuition and other reasonable expenses incurred in connection with any courses. The courses are subject to Board approval, and the Board shall not be required to pay in excess of \$25,000 in each year of this contract for certificated personnel and \$7,500 in each year of this contract for non-certificated personnel.
- B. The Board shall pay the tuition and other reasonable expenses incurred by a certified teaching staff member in obtaining certification in that teacher's then current teaching assignment if such additional certification is required by the State for the teacher to maintain that assignment.

1. Official confirmation in writing of successful completion of each course must be presented to the Superintendent sixty (60) days after the completion of the course or whenever released by the college.

2. Reimbursement for summer courses will apply if the teacher has a signed contract for the following year and returns in September to assume his/her duties until January 1.

3. A grade of "B" or better must be achieved to receive reimbursement for graduate credits under Sections A and B above.

- C. Professional Development Committee

Any professional development committee shall be established per New Jersey statute.

ARTICLE XX

MILEAGE REIMBURSEMENT

- A. An employee who uses his/her personal automobile for school business shall be compensated at the rate specified under the Federal Tax Regulations for the use of a personal automobile for business purposes (as a deduction from gross income) for the calendar year for which the employee's automobile was so used.

ARTICLE XXI

LONGEVITY

A longevity increment shall be paid as follows to employees who have

fifteen (15) or more years in the Stratford School District. Employees hired after January 1, 1994 are not eligible for this longevity.

2005-2006	\$1,000
2005-2007	\$1,050
2007-2008	\$1,100

ARTICLE XXII

DURATION AND TERMS OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the

subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the representatives of the parties hereto have set their hands and seals to this agreement this 18th day of April 2005.

STRATFORD BOARD OF
EDUCATION

STRATFORD EDUCATION
ASSOCIATION

James J. Camburn, President

Gary Cardamone, Co-President

Denise DiGiandomenico, Secretary

Michael McLaughlin, Co-President

Debra Reinholt, Secretary

SCHEDULE A
TEACHER SALARY GUIDE

2005-2006

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	39,906	41,955	43,287	45,029
2	40,106	42,155	43,487	45,229
3	40,362	42,411	43,743	45,485
4	40,618	42,667	43,999	45,741
5	41,167	43,217	44,548	46,290
6	41,716	43,765	45,097	46,838
7	42,264	44,313	45,645	47,386
8	42,867	44,916	46,248	47,990
9	44,541	46,590	47,922	49,664
10	46,209	48,258	49,590	51,332
11	47,995	50,044	51,376	53,118
12	50,039	52,088	53,420	55,162
13	54,649	56,699	58,031	59,772
14	61,104	63,153	64,485	66,227
15	68,071	70,120	71,452	73,194

2006-2007

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	40,956	43,056	44,421	46,205
2	41,156	43,256	44,621	46,405
3	41,356	43,456	44,821	46,605
4	41,619	43,718	45,083	46,868
5	42,181	44,281	45,646	47,430
6	42,743	44,843	46,207	47,992
7	43,305	45,404	46,769	48,554
8	43,923	46,023	47,387	49,172
9	45,638	47,738	49,103	50,887
10	47,347	49,447	50,812	52,596
11	49,177	51,277	52,641	54,426
12	51,271	53,371	54,736	56,520
13	55,996	58,095	59,460	61,244
14	62,609	64,709	66,073	67,858
15	69,748	71,847	73,212	74,997

SCHEDULE A**TEACHER SALARY GUIDE continued****2007-2008**

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	42,126	44,281	45,682	47,514
2	42,326	44,481	45,882	47,714
3	42,526	44,681	46,082	47,914
4	42,726	44,881	46,282	48,114
5	43,303	45,459	46,860	48,692
6	43,880	46,035	47,436	49,269
7	44,457	46,612	48,013	49,845
8	45,091	47,247	48,648	50,480
9	46,852	49,008	50,409	52,241
10	48,607	50,762	52,163	53,995
11	50,485	52,641	54,042	55,874
12	53,303	55,458	56,859	58,692
13	59,103	61,258	62,659	64,492
14	65,103	67,258	68,659	70,492
15	71,603	73,758	75,159	76,992

SCHEDULE B**SECRETARIAL SALARY GUIDE**

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	30,682	31,734	33,218
2	30,889	31,947	33,518
3	31,095	32,161	33,818
4	31,302	32,375	34,118
5	31,508	32,589	34,418
6	31,716	32,803	34,718
7	31,923	33,017	35,018
8	32,129	33,231	35,318
9	32,647	33,766	35,618
10	33,164	34,300	35,918
11	33,681	34,835	36,218

SCHEDULE C

CUSTODIAL SALARY

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	26,637	27,636	28,725
2	26,837	27,836	28,925
3	27,044	28,036	29,125
4	27,251	28,251	29,325
5	27,458	28,466	29,820
6	28,171	29,205	30,314
7	28,881	29,941	31,078

SCHEDULE D

ASSISTANT SALARY GUIDE

Full Time

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	17,237	17,237	17,237
2	18,013	18,013	18,013
3	19,900	18,823	18,823
4	21,788	21,077	19,670
5	23,675	23,332	22,418
6	25,563	25,586	25,167
7	27,450	27,840	27,915
8	29,337	30,094	30,663
9	31,225	32,348	33,411
10	33,112	34,602	36,160

Part Time/Hourly

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$14.48	\$15.14	\$15.82

SCHEDULE E
EXTRA-CURRICULAR SALARY GUIDE

The Board agrees to reimburse the teacher at the specified rate set forth below. The Board shall make every effort to inform the teacher of the expected number of hours to be worked prior to accepting an extra-curricular position.

<u>Activity</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Boys Basketball – Coach	\$3,089	\$3,228	\$3,373
Boys Basketball – Assistant Coach	\$1,545	\$1,615	\$1,688
Girls Basketball – Coach	\$3,089	\$3,228	\$3,373
Girls Basketball – Assistant Coach	\$1,545	\$1,615	\$1,688
Girls Softball – Coach	\$1,901	\$1,987	\$2,076
Girls Softball – Assistant Coach	\$951	\$994	\$1,039
Wrestling – Coach	\$1,425	\$1,489	\$1,556
Track – Coach (2)	\$494	\$516	\$539
Cheerleading – Advisor	\$1,545	\$1,615	\$1,688
Student Council – Advisor	\$1,664	\$1,739	\$1,817
Chorus – Director	\$1,901	\$1,987	\$2,076
Dance Band – Director	\$1,901	\$1,987	\$2,076
Instrumental Band – Director	\$1,901	\$1,987	\$2,076
Yearbook – Advisor	\$832	\$869	\$908
School Newspaper – Advisor	\$2,020	\$2,111	\$2,206
Honor Society – Advisor	\$832	\$869	\$908
Intergenerational Club – Advisor	\$832	\$869	\$908
Peer Mediation Club – Advisor	\$832	\$860	\$908
Mini-Bridge – Advisor (2)	\$1,425	\$1,489	\$1,556
Homework Club – Advisor (2)	\$1,188	\$1,241	\$1,297
Peer Tutoring – Advisor (2)	\$1,188	\$1,241	\$1,297
Drama – Advisor	\$1,425	\$1,489	\$1,556
Leo Club - Advisor	\$1,140	\$1,191	\$1,245
Chess Club – Advisor	\$571	\$597	\$624
Battle of the Books Club – Advisor	\$1,140	\$1,191	\$1,245
Public Relations (2)	\$357	\$373	\$390
Webmaster	\$1,425	\$1,489	\$1,556
Kindergarten Screening	\$100 per day	\$105 per day	\$110 per day

APPENDIX A - PRESCRIPTION DRUG PLAN

ADMINISTERED BY:	Bollinger Insurance *
INSURED BY:	PCS Health Systems *
CO-PAY DEDUCTIBLE:	\$15-Brand \$ 7-Generic \$ 1-Mail Order
ORAL CONTRACEPTIVES:	Included
MAIL ORDER BENEFIT:	Supplies of up to 90 days are available through a mail order arrangement with a \$1 deductible applied.
DEPENDENT CHILDREN:	Unmarried, dependent children until the end of the calendar year in which they turn 23.
LIMITATION:	No payment will be made for expenses incurred for: <ul style="list-style-type: none">• immunization agents, biological sera, blood or blood plasma;• experimental drugs labeled "Caution-limited by Federal Law to investigational use";• medication which is taken or administered in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, units premises a facility for dispensing pharmaceuticals;• any refill dispensed more than one year from the date of a physician's order;• more than a 34 day supply or more than 100 unit doses, whichever is greater when dispensed in any one prescription order. See mail order benefit above;• any medication which may be obtained without charge through any public program, other than Medicaid.

* The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers. (Article 13, Section F)

APPENDIX B - DENTAL PLAN

ADMINISTERED BY: N.J. Delta Dental Plan *

INSURED BY: N. J.Delta Dental Plan *

WRITTEN THROUGH: Allen Associates

DEDUCTIBLE: None

MAXIMUM BENEFITS: \$1,000 payable per person, per calendar year.
Class I - Diagnostic and General Plan pays 100% of Reasonable and Customary charges:
a. Examinations - two within a calendar year
b. Emergency Treatments
c. X-rays and Lab Tests
d. Teeth Cleaning - Prophylaxis
e. Fluoride Treatments
f. Space Maintainers
Class II - Plan pays 100% of Reasonable and Customary charges:
a. Anesthesia
b. Restorative - fillings, recementing of inlays and crowns; crowns, inlays of gold restorations will be provided when teeth cannot be restored with other materials.
c. Endodontics - pulp capping and root canal therapy.
d. Periodontics - gum disease treatment and surgery.
e. Prosthodontics - maintenance of dentures and bridges.
f. Oral surgery and extractions.
Class III - Plan pays 60% of Reasonable and Customary charges:
a. Gold and Porcelain inlays.
b. Gold foil restorations.
c. Crowns - capping of teeth (as part of bridge).
d. Prosthodontics - making & installing of bridges & dentures.

CHILDREN: Unmarried, dependent children until the end of the calendar year in which they turn 23.

*The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers. (Article 13, Section F)

APPENDIX C – HEALTH CAFETERIA PLAN OPT-OUT PROGRAM

The Board of Education is offering to eligible employees a plan whereby they can elect to waive coverage for medical plan benefits received through the Board of Education. This election is only available to those covered employees who are eligible for health care coverage through another source, such as coverage as a dependent of a working spouse.

An eligible employee who has access to medical benefit coverage from another source may receive 50% of the cost to the Board for said medical, dental, and/or prescription, any or all of each type of coverage, one-half payable on or before December 31 and one-half payable on or before June 30. If coverage is for only part of plan year due to eligibility or reasons below, payment will be pro-rated.

In the event the employee elects to waive coverage, such waiver will be effective no earlier than the first day of the month immediately following the date of the waiver if newly employed or July 1st if the employee is currently enrolled in the Board of Education medical benefits plan and the employee will not be permitted to re-enroll in the Board of Education medical benefits plan prior to the next open enrollment period. The only exception to this limited re-enrollment rule is in the event the electing employee loses coverage under the alternative health plan as a result of:

- Termination of employment (other than due to gross misconduct)
- Reduction in Hours
- Divorce or Legal Separation
- Death
- Birth or Adoption of Child, if non-qualified under alternative plan.

In the event an employee is no longer eligible for the alternative coverage as a result of one or more of the above, the employee may re-enroll in the Board of Education health plan prior to an open enrollment period. In such event, the employee must give notice of the loss of coverage and his/her election to re-enroll to the Business Administrator within sixty (60) days of the event resulting in the loss of coverage.

APPENDIX D – AETNA HEALTH PLAN MODIFICATIONS

The following modifications to the health benefits master plan with Aetna Health Inc. have been agreed to with an effective date of July 1, 2005.

Patriot V:

- Primary Care Physician Copay
from \$5
to \$10
- Out of Network Deductible
from \$100/\$200 (single/family)
to \$300/\$600 (single/family)

Patriot X:

- Primary Care Physician Copay
from \$10
to \$20
- Out of Network -
 - Deductible
from \$100/\$200 (single/family)
to \$300/\$600 (single/family)
 - Coinsurance Limit
from \$400/\$1,200 (single/family)
to \$2,000/\$4,000 (single/family)

APPENDIX E – REIMBURSEMENT FOR UNUSED ACCUMULATED SICK LEAVE

2005-2006

- A. Employees who are eligible for retirement with the state as of June 30, 2005 are eligible for reimbursement pay for unused accumulated sick leave at \$100 per day up to 200 days for a maximum of \$20,000.
- B. Such pay will not be considered part of any employee's annual salary nor calculated as salary for pension purposes. Payment will be made in two (2) equal installments. The first installment is to be made on January 15, 2006 and the second installment is to be made on January 15, 2007.
- C. In order to comply with this provision, eligible employees must submit a letter of retirement to the Board of Education to take effect July 1, 2005 no later than August 31, 2005. At that time, the state retirement application form will be provided for completion and processing.
- D. All other accumulated unused sick leave provisions do not apply to those exercising their eligibility under this provision. Eligibility under this provision expires at midnight on August 31, 2005.
- E. In the event of the death of an employee exercising eligibility under this provision, the employee's eligible benefit shall be made to the employee's estate.

2006-2007

- A. Employees who are eligible for retirement with the state as of June 30, 2006 are eligible for reimbursement pay for unused accumulated sick leave at \$100 per day up to 200 days for a maximum of \$20,000.
- B. Such pay will not be considered part of any employee's annual salary nor calculated as salary for pension purposes. Payment will be made in two (2) equal installments. The first installment is to be made on January 15, 2007 and the second installment is to be made on January 15, 2008.
- C. In order to comply with this provision, eligible employees must submit a letter of retirement to the Board of Education to take effect July 1, 2006 no later than January 1, 2006. At that time, the state retirement application form will be provided for completion and processing.
- D. All other accumulated unused sick leave provisions do not apply to those exercising their eligibility under this provision. Eligibility under this provision expires at midnight on June 30, 2006.
- E. In the event of the death of an employee exercising eligibility under this provision, the employee's eligible benefit shall be made to the employee's estate.