

AGREEMENT

BETWEEN

**STAFFORD TOWNSHIP
BOARD OF EDUCATION**

AND

**STAFFORD TOWNSHIP
EDUCATION ASSOCIATION**

JULY 1, 2010 TO JUNE 30, 2013

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PREAMBLE

This agreement is entered into this 7th day of June 2010, by and between the Board of Education of Stafford Township School District of the County of Ocean, New Jersey, hereinafter called the "Board," and the Stafford Township Education Association, hereinafter called the "Association."

ARTICLE I
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the grievances and terms and conditions of employment for all personnel employed by the Board including:

1. Teachers
2. Nurses
3. Librarians
4. Learning Disability Teacher Consultants
5. Medical Assistants
6. Social Workers
7. Psychologists (Full Time)
8. Teacher Assistants
9. Bus Drivers
10. Custodians
11. Secretaries
12. Cafeteria/Playground Assistants
13. Guidance Counselors
14. Transportation Attendants
15. Mail Courier
16. Bus Mechanics
17. Assistant Bus Mechanic
18. Attendance Officer

But excluding:

1. Certified administrators and central office staff.
2. All other personnel of the school district not specifically enumerated in the inclusion set forth above.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

C. The term "teacher" shall include special teachers.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. **DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all employees, be reduced to writing, ratified by the parties and executed by the Board and Association.

B. **MODIFICATION**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. GENERAL

1. A "grievance" shall mean a written complaint by an employee or group of employees alleging a violation, misinterpretation or inequitable application of any of the provisions of this agreement, established Board policy, or past practice affecting terms and conditions of employment.
2. As used in the above description, the term "group of employees" shall mean a group of employees having identical grievances and similarly situated.
3. In presenting the grievance, an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
4. An aggrieved person is the employee or group of employees claiming the grievance.
5. Grievances shall be instituted not later than twenty-five (25) working days following the cause thereof.
6. An aggrieved person shall have the right to present his/her own appeal or to designate a representative of the Association or other employee of his/her own choosing to appear with him/her.

B. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter if practical.
3. **LEVEL ONE** - An employee with a grievance shall first discuss it with his/her immediate supervisor or principal identifying it as a Level 1 grievance in an attempt to resolve the matter informally at that level.

4. LEVEL TWO - If, within five (5) school days following this discussion, the matter is not resolved to the satisfaction of the employee, he/she may set forth his/her grievance in writing to the immediate supervisor or principal. The letter shall contain a request for a meeting with the immediate supervisor or principal within seven (7) days after his/her receipt of the grievance. The employee may request representation at this meeting by any member of the local Association. Following this meeting, the immediate supervisor or principal shall communicate his/her decision to the employee, in writing, within five (5) school days.
5. LEVEL THREE - The employee may appeal the immediate supervisor's or principal's decision to the superintendent. The appeal to the superintendent must be made in writing within seven (7) days after receiving the immediate supervisor's or principal's decision. The appeal must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible. Within a period not to exceed seven (7) school days of receipt of the aggrieved person's written appeal, the superintendent shall communicate his/her decision in writing along with supporting reasons to the aggrieved person and the immediate supervisor or principal.
6. LEVEL FOUR - If the grievance is not resolved to the aggrieved person's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board of Education shall, before the next regular Board Meeting, or within fifteen (15) school days of receipt of the request, review the grievance, hold a hearing with the aggrieved person, if requested, and render a decision as quickly as possible but within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the employee may be represented by any person of his/her choosing.
7. LEVEL FIVE - If the aggrieved person is not satisfied with the Board's decision at Level Four, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Board, whichever is sooner, the person must request in writing that the president of the Association submit his/her grievance to arbitration, which shall be binding on issues concerning the interpretation of the agreement and in all other respects non-binding. If the Association determines

that the grievance is meritorious, it may then, within fifteen (15) school days after the receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the superintendent.

- a) A request for a list of arbitrators shall be made to the American Arbitration Association and/or the Public Employment Relations Commission in the selection of an arbitrator.
- b) The arbitrator selected shall hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the date of the hearing(s), or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of the agreement and shall be without authority or power to make any decisions:
 - (1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
 - (2) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, rules and regulations having the force and effect of law;
 - (3) Involving established Board policy or past practice under the provisions of this Agreement or under applicable law, except that he/she may decide in a particular case that the Board's established policy on past practice affecting terms and conditions of employment was disregarded or that its application under any terms of this Agreement constitutes an abuse of discretion.
 - (4) Provided further that non-renewal of employment contracts shall not be subject to arbitration, except as provided Teacher Assistants in Article XIX.

- c) The costs for the services of arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.
- d) All grievance settlements shall be made in writing and approved by the superintendent at his/her level, or the Board at its level, and the Association.
- e) The aggrieved person shall follow applicable rules and regulations of the Board while a grievance is pending.
- f) Any grievance which results from a decision made by the Board can be heard initially at Level Three. Said grievance shall be presented to the superintendent in writing within the same time limit prescribed in Number 5 of this Article.
- g) The Association shall have the right to grieve in the same manner as an individual whenever its grievance is based upon a complaint suffered by the members of a unit as a whole.

ARTICLE IV

EMPLOYEES' RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Law of 1974, and shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment affiliates, his/ her participation in activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Whenever any employee is required to appear before the Board of Education or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
3. All Board policies and practices affecting terms and conditions of employment which are in effect as of the date of the execution of this agreement shall remain in force for the term of this agreement.
4. Except for just cause, an employee shall not be disciplined. Teacher assistants are included within this paragraph, provided, however, that teacher assistants may grieve such discipline to Board level only. Teacher assistants may not appeal any grievance under this provision to arbitration.
5. At no time shall a bus driver be requested to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
6. Any employee shall have the right to review the contents of his/her personnel file with prior notice.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests, available information which is public in nature.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association participates during working hours in negotiation or grievance proceedings, he/she shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The local Association shall be permitted to use school buildings at reasonable hours for meetings provided it does not conflict with school-scheduled functions. The principal of the building in question shall be notified three (3) days in advance of the time and place of all such meetings, his/her approval for such use shall be obtained before any such meeting takes place.

D. USE OF SCHOOL EQUIPMENT

1. Exclusive of the Board Office, the Association shall be permitted to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result.
2. The Association shall not use this equipment in furtherance of political issues, not related to collective negotiations or grievances.

E. BULLETIN BOARDS

The Association shall have, in each building, the use of a bulletin board in each faculty lounge, provided that a faculty lounge is available as such and is not needed for education purposes, and the use of a bulletin board in the garage.

F. MAIL FACILITIES AND MAILBOXES

The Association shall be permitted to use the inter-school mail facilities and school mailboxes as it deems necessary.

ARTICLE VI
TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract status for the ensuing year consistent with the appropriate New Jersey State Education Statute. Teacher assistants shall be notified of their contract status for the ensuing year no later than July 15.
- B. Teachers shall be advised of Extended School Year School status by May 30th.
- C. No teacher shall be discharged, reduced in rank, compensation, or disciplined without just cause. Teacher Assistants are included in this paragraph, provided however, they grieve such actions to Board level no later than July 15. Teacher assistants may not appeal any grievance under this provision to arbitration.
- D. **SUBCONTRACTING NOTIFICATION:**
The Board agrees to notify the STEA four (4) months prior to the determination for subcontracting.
- E. 1. Employees hired up to and including February 1, shall be entitled to move to the next step on the salary guide commencing July 1; employees hired after February 1 shall not advance on the salary guide as of the next July 1. This shall not be retroactive.
2. All on-guide employees who have worked for more than five (5) months and one (1) day during the school year shall be entitled to move to the next step on the salary guide commencing July 1.
All off-guide employees who have worked for more than five (5) months and one (1) day during the school year shall be entitled to receive the off-guide annual salary adjustment commencing July 1.
The above language applies to unpaid leaves of absence.
- F. **EXTRA-CURRICULAR ACTIVITIES**
1. Definition: This article shall apply to those assignments set forth in salary guides.
2. Newly-created positions: The compensation for any newly-created extracurricular positions set forth in Schedule B shall be subject to negotiations between the Board and the Association.
3. Procedures for filling extra-curricular positions: All vacancies in extra-curricular positions shall be posted as follows:
- a) Date of posting:

A notice shall be ordinarily posted fifteen (15) working days before the final date when applications must be submitted except in case of emergency. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the person designated within the time limit specified in the notice.

b) Application procedure:

Notice of all summer internal postings shall be e-mailed to all employees. Employees who desire to apply for a position which may be announced during the summer period when school is not regularly in session, shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

c) Selection criteria:

All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainment of all applicants. In filling such vacancies, when all other qualifications are equal, length of time in Stafford Township School District will be considered. The Board retains the discretion to determine whether qualifications are equal. Announcements of appointments shall be made by posting a list in the office of central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

4. Summer Enrichment Program

a) Summer Enrichment Program will be self-funded.

b) Teacher will determine the number of hours per week as well as number of consecutive weeks for such program.

c) Teachers who elect to participate in this program will be compensated at the current Summer School Teacher rate for each enrichment course taught.

1. Due to student demand for enrichment program, at the teacher's discretion, he/she may elect to accept a fee no less than 25% of the Summer School Teacher compensation rate.
 2. The maximum cap will be at the discretion of the enrichment teacher.
 3. In the first year of a newly developed enrichment program, the teacher may elect to accept a fee no less than 50% of the Summer School Teacher compensation rate.
- d) All payments for Summer Enrichment programs will be issued in three equal payments:
- 1st payment will be issued on June 15th
 - 2nd payment will be issued Friday of the mid point of the summer program
 - 3rd payment will be issued Friday of the close of the summer program
- The exact payment dates will be distributed to all summer enrichment teachers prior to July 1st.
- Each Summer Enrichment teacher will receive a class roster by July 1st.
- e) The Board of Education shall provide building usage, liability insurance, and course guide.

ARTICLE VII
EMPLOYMENT PROCEDURES – SUPPORT STAFF

A. PLACEMENT ON SALARY GUIDE

1. Adjustment to salary schedule - Any employee hired on or before February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Anyone employed after February 1st of any school year shall remain on the same step of salary guide the following year.

B. TENURE - (Applies to Employee Recognition #'s 8, 9, 11, 12, 14, 15, and 16)

1. After three (3) years of uninterrupted continuous service, employees shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A: 17-2, 18A: 17-3 and 18A: 17-4)

C. Custodian Employment Security shall be governed by a progressive discipline plan as outlined in Article XXVIII C.3.f.

D. RESIGNATION

Any employee resigning from their position shall give the normal two (2) weeks notice.

E. SUBCONTRACTING NOTIFICATION

The Board agrees to notify the STEA four (4) months prior to the determination for subcontracting.

F. NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract and salary status consistent with the appropriate New Jersey State Education Statute.

G. ASSIGNED DUTIES

At no time shall the Board or any agent thereof assign or direct any employee covered by this contract to duties inconsistent with their general job description or past practice.

H. EMERGENCY SCHOOL CLOSINGS

1. In the event that the district shall be closed in an emergency snow day, Monday through Friday, the supervisor shall notify the employees of the appropriate hour of reporting for work so as to have the district in operation for pupils and staff. To maximize time, all employees will report to their respective schools under the direction of the supervisor and be dismissed at the completion of their work.

2. Secretaries shall be notified by their appropriate principal/supervisor whether to report to work.
 - I. All custodial workstations shall be uniform and equal as areas assigned. At the beginning of each school year, every station shall be reviewed with each area designated into specific shift areas and assigned an appropriate custodian.
 - J. All additional duties and tasks assigned custodians shall be equally balanced and rotated and be proportionate to the custodian workload.

ARTICLE VIII
EMPLOYMENT PROCEDURES
BUS DRIVERS and TRANSPORTATION ATTENDANTS

A. PLACEMENT ON SALARY GUIDE

1. Adjustment to salary schedule - Any employee hired on or before February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Anyone employed after February 1st of any school year shall remain on the same step of salary guide the following year.
2. After three (3) years of uninterrupted continuous service, employees shall be appointed for an unfixed term consistent with the provisions of Chapter 137, Public Laws of 1960 (18A: 17-2, 18A: 17-3 and 18A: 17-4)

B. RESIGNATION

Any employee who is resigning from their position shall give two (2) weeks notice.

C. SUBCONTRACTING NOTIFICATION

The Board agrees to notify the STEA four (4) months prior to the determination for subcontracting.

D. NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract and salary status consistent with the appropriate New Jersey State Education Statute.

E. ASSIGNED DUTIES

At no time shall the Board or any agent thereof assign or direct any employee covered by this contract to duties inconsistent with their general job description.

F. EMERGENCY SCHOOL CLOSINGS

In the event the district shall be closed early, as in an emergency snow day, the supervisor shall notify the drivers of the appropriate hour for reporting for early dismissal.

ARTICLE IX
TEACHER - WORK YEAR

A. TEACHER WORK YEAR

1. The teachers' in school work year (other than new personnel who may be required to attend an additional three (3) days of orientation) shall be increased from 182 days to 183 days.
2. The District will make a reasonable attempt to use a minimum of ten (10) hours of the one (1) orientation day and two (2) staff development days to fulfill New Jersey State mandated professional development requirements.

B. DEFINITION OF IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

C. INCLEMENT WEATHER

Teacher and teacher assistant attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE X
SUPPORT STAFF - WORK YEAR

A. CAFETERIA ASSISTANTS

1. Cafeteria assistants shall not be required whenever student attendance is not required due to inclement weather.
2. At the end of the school year, if the cafeteria/playground assistant has an attendance rate of 95% or higher, he/she may elect to trade in unused sick days for compensation at his/her current hourly rate.

B. SECRETARIES WORK YEAR

1. The work year for secretaries is July 1 to June 30 of the following year.
2. Secretaries shall work the same calendar as teachers during the school year, however, it is expressly understood this shall not affect secretaries scheduled to work the summer months.

C. CUSTODIANS WORK YEAR

The work year for custodians shall be July 1 to June 30 of the following year.

ARTICLE XI
BUS DRIVERS AND TRANSPORTATION ATTENDANTS
WORK YEAR

A. DAYS

1. Student driving - the work year for bus drivers and transportation attendants shall be 183 days, which shall include a maximum of three (3) in-service days.
2. Work day - each full-time driver shall work a five (5) hour day, transportation attendants shall work a four (4) hour day. The bus driver's five-hour day shall include a fifteen (15) minute preparation period for drivers to complete the required vehicle checklist. All bus fluids shall continue to be checked and replaced by the mechanic.
3. All employees hired after July 1, 1999, must work a minimum of twenty-five (25) hours per week to be eligible for health benefits.
4. All runs shall be picked by seniority. Summer school runs shall be picked no later than June 15. Regular school year runs shall be picked during the second full week of August. These routes are subject to change due to changes in student enrollment.
5. If a full-time driver's run package is less than five (5) hours, s/he may be used for other transportation duties such as inspections, emergency runs, incidental runs and emergency attendant duty.
6. All mid-day runs which remain in the district will be paid at one-half (½) the regular guide step, and will not exceed two and one-half (2- ½) hours. Should such a run exceed two and one-half (2-½) hours, the driver shall be paid overtime rates.
7. Special runs - runs requiring special transportation service, such as those involving the handicapped, disabled, etc., shall be established as needed. The pay for said runs shall be step on guide.
 - a) All of the above runs are to be put into packages of the total hours worked and all deductions including pension will be withdrawn from same.
 - b) Any adjustment under this Article shall be made in the last pay of the school year. The closing of special education schools on days other than those closed at Stafford Township may necessitate the need for this provision.

- c) All pay shall be issued on the 15th and 30th of each month following the submission of an employee's time sheet to the Business Office.
 - d) Summer runs shall be based on a driver's hourly salary.
8. Summer runs shall be in accordance with past practice, using seniority.
 9. Emergency runs - runs requiring special emergency transportation shall be determined by the superintendent or designee. Should drivers assigned to such a run work beyond a five (5) hour workday, they shall be paid overtime rates.
Emergency runs shall be assigned on a rotating basis starting with the most senior bus driver.
 10. Provided it does not interfere with a driver's regularly assigned run, full-time drivers shall have first pick of class trips that occur between their regular run. All such class trip runs shall be paid a trip rate of \$14/hour.
 11. Physicals - a letter will be sent to the Association, by April 30, stating the name of the District's physician. Drivers who utilize the District's physician for their annual physical will not be charged for this bi-annual examination. Drivers who elect to use their own physician may use the District's health benefit program coverage, or pay for the services themselves.
 12. In the event a bus driver is out for any extended period of time longer than ten (10) days, a regular senior driver who applied for the position shall be assigned the runs if there is a monetary gain. In the event a transportation attendant who is assigned to a mid-day run is out for an extended period of time longer than ten (10) days, a senior transportation attendant who applies for the position will be assigned the position as long as it will not affect any other existing assigned route.
 13. Special education drivers and transportation attendants shall receive a minimum of three (3) hours pay regardless of the number of students that report to school that day.
 - a) If special education driver runs are canceled because the students do not show up for school on any given day, said driver may be used as a substitute where necessary during that day and be paid normal workday pay.
 - b) If there is no sub-work available, the driver shall be guaranteed three (3) hours pay.

14. If a driver(s) or attendant(s) run is canceled because students do not attend school on any given day, the driver(s) or attendant(s) may be used as a substitute at their regular rate of pay.
15. Provided the driver is capable of the assignment, a senior driver who loses a run after the beginning of the school year may select the most junior drivers run (including mid-day runs). The intent is to give the senior driver a maximum number of runs and eliminate bumping from one driver to another.
16. Due to unforeseen reasons or emergency situations, individuals may be employed as attendants and drivers simultaneously during the same school year, as determined by the Transportation Coordinator. Drivers so affected will receive their regular rate of pay.
17. Runs, as they are created, must be assigned to permanent drivers within twenty (20) school days; substitute drivers may not be assigned these runs beyond the first twenty (20) school day period.
18. Regular drivers shall be given chance of first refusal for all work in the transportation department which involves driving a vehicle owned or operated by the Stafford Township Board of Education. A mechanic may be utilized for driving in lieu of a bus driver when students are not passengers.
19. All full-time drivers, beginning the 1999-2000 school year, will be guaranteed a customary work day of five (5) hours. Notwithstanding, it is expressly understood any reduction in force shall be based on seniority.
20. Only newly hired employees shall be required to pay for a fingerprint examination.

ARTICLE XII
TEACHER AND TEACHER ASSISTANTS
TEACHING HOURS AND TEACHING LOAD

A. WORK DAY

1. The teacher school day shall be seven (7) hours in duration, the precise starting and ending times to be determined by the Board of Education.
 - a) If teachers are asked to arrive earlier than the normal starting time, they will be granted compensatory time off. On Fridays, however, the teachers' day shall be shortened by fifteen (15) minutes at the end of the day.
 - b) Beginning July 2010, teachers/professional staff will provide an additional thirty-six (36) fifty (50) minute sessions of instructional time.
2. All full time teacher assistants shall be given a total of thirty (30) minutes per regular full day for non-student contact time.
3. With the exception of the Safety Patrol Advisors, any teacher who is required to regularly perform services beyond the teacher school day shall receive remuneration for said services predicated on an amount agreed upon between the Board and the Association.

B. LUNCH PERIOD

1. Grade level and other
 - a) All teachers shall have a forty-five (45) minute duty free lunch period.
 - b) Teacher assistants shall have a forty-five (45)-minute duty-free lunch period.
2. Leaving the building - Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, provided they notify the office.

C. PREPARATION TIME

1. Grades 1 - 6 teachers and special teachers, prep time will be increased from three (3) hours forty five (45) minutes per full week to four (4) hours and thirty (30) minutes per full week. No more than two (2) preps per month may be used for articulations. The two (2) articulation preps cannot occur within the same school week. The two (2) articulation periods per month can be submitted towards professional development hours. A full week shall be defined as a week that

school is in session each day Monday through Friday and that day shall be a full school day; not an abbreviated school day. Such time shall be scheduled during the students' school day. In the case of shortened weeks, that is when school is not in session each day Monday through Friday, teachers shall receive prep time in such weeks only to the extent that the master schedule calls for on the days school is open. On schedules less than a full day an abbreviated schedule shall be used so that all teachers share in prep time due that day, on a proportionate basis with the shortened day. This time shall be used for preparation of lessons and experiments, and other activities that have a bearing on that teacher's class or classes. Due to emergency when an early dismissal is deemed necessary, the early dismissal schedule will immediately go into effect allowing for an equitable distribution of prep time during the remainder of the day.

2. Only under emergency circumstances, may the administration direct teachers, as needed, to temporarily substitute for an absent teacher. For each thirty (30) minutes of substituting, said teacher shall receive \$15.00

D. HALF DAYS

The last day of the school year and the day before the commencement of the Winter Break shall be one-half (1/2) day for both students and teachers.

E. NON-TEACHING DUTIES

1. Teachers shall not be required to transport students.
2. The annual major achievement test and IQ test shall be machine scored.

F. AT-RISK PROGRAM

1. The At Risk Program (ARP) will begin no later than October 15th and will end on or after May 15th. It is understood that this is an increase in pupil contact time. Certified staff will have the flexibility of scheduling his/her program. Original program required certified staff to offer forty-two (42) total sessions. This was calculated with the following information (compensation for this program was derived by thirty (30) sessions @\$51.44 and six (6) sessions through compensated time through the reduction of one (1) day of the teacher work year.) Effective October 15, 2010, certified staff will be required to offer thirty-six (36) total sessions, fifty (50) minutes per session.

2. All certified staff will use appropriate grade level assessments/ specialized assessments to help determine student need. Students eligible to participate in the ARP will be such students that would benefit academically /socially and or emotionally from additional time. There are no minimum requirements of participants per session. No certified staff member will be expected to work with more than 5 students from his/her own class per session.
3. If a parent refuses services, the certified staff member will not be required to offer additional services during prep or lunch.
4. The ARP will begin following bus dismissal time and run for fifty (50) minutes at all schools on Tuesdays and Thursdays. If needed, certified staff have the option to provide ARP services during non-designated times or days.
5. Certified staff must document in his/her plan book name of students attending the session along with the practiced skill or skills. Attendance must be submitted monthly to the building principal. No additional paperwork will be required. No additional progress reports or conferences will be required.
6. Certified staff will walk students to the designated dismissal location by a specific time. The administration will then be responsible for the dismissal of the students.
7. An administrator, a nurse, and a custodian will be present in each school building during designated ARP times.
8. During designated ARP times when a certified staff member is absent, he/she is not responsible to notify administration/parents/students of his/her absence. The administration will be responsible to provide an alternate assignment for students.
9. All teacher requests for teacher assistants will be reviewed by the child study team and approved by the supervisor of special services. Assigned teacher assistants will be paid his/her per diem hourly rate.
10. A traveling certified staff member will be required to teach the ARP according to his/her building schedule.

ARTICLE XIII
WORK SCHEDULE – SUPPORT STAFF

A. SCHEDULE POSTING

1. Work schedules showing the employees' shifts, work days, and hours shall be posted in each school.
2. Two (2) weeks notice for any permanent shift change shall be given before institution of said shift.

B. WORK DAY - WORK SHIFT

1. CUSTODIANS AND BUS MECHANICS

- a) Eight (8) hours of work, inclusive of a thirty (30) minute lunch period, shall be considered a work shift.
- b) Newly hired custodians and bus mechanics will work an eight (8) hour shift, inclusive of a thirty (30) minute lunch period. Work shifts will be considered a five (5) day work period within a seven (7) day calendar week. The five (5) day work week shall be consecutive days with no break in the week. Shift changes will require a two (2) week notice prior to the change.

2. SECRETARIES

- a) One (1) secretary shall report at least one-half hour prior to the school day. One (1) secretary shall report at the start of the school day. A secretary shall work a seven and one-half (7-½) hour day which shall include a thirty (30) minute lunch period.
- b) Summer hours for secretaries will be 8 a.m. to 2:30 p.m. with a thirty (30) minute lunch period.

C. Break Periods

1. Each full time custodian and secretary shall receive two (2) fifteen (15) minute break periods, one (1) in the AM and one (1) in the PM. Such scheduled breaks shall be assigned by the employee's supervisor.
2. Each half time Secretary or Custodian shall receive one (1) fifteen (15) minute break. Such scheduled break shall be assigned by the employee's supervisor.

D. Shift Differential

Custodians working the 11 p.m. to 7 a.m. shift shall receive a 4% differential.

E. Substitute Call in for Custodians

Evening Custodians shall notify the District by noon on the day of their absence.

F. Replacement

1. Custodians absent for reasons outlined within this agreement and for whom a substitute cannot be secured shall have their shift filled from an overtime list consisting of unit employees who can perform these duties.
2. An overtime list shall be developed between the members of the custodial unit and the district of persons available to work overtime for each shift.
3. The list shall be rotated and placement on said list shall be based on seniority.
4. Custodians desiring overtime shall indicate to the district the days they are able to work.
5. In the event a custodian desiring overtime is notified by the district and refuses said overtime, then that custodian shall be placed on the bottom of the overtime list.

ARTICLE XIV
12 MONTH CALENDAR - SUPPORT STAFF

- A. Except for secretaries who shall work the same school calendar as the teachers, the following paid holidays are included in the regular work year.
- In the event a holiday falls on a weekend, then the unit members shall have the following Monday.
- 1) Labor Day
 - 2) July 4
 - 3) Christmas Eve
 - 4) Christmas Day
 - 5) New Year's Eve
 - 6) New Year's Day
 - 7) Good Friday
 - 8) Thanksgiving Day
 - 9) Day after Thanksgiving
- B. Except for secretaries who shall work the same school calendar as the teachers, the following paid holidays are included if school is not in session. If school is in session, another day off will be granted with pay and custodians will work the holidays school is in session.
- 1) Veteran's Day
 - 2) Memorial Day
 - 3) Presidents' Day
 - 4) Easter Monday
 - 5) Columbus Day
 - 6) Martin Luther King Day
 - 7) Election Day
 - 8) NJEA Convention
- C. It shall be understood that if the Board of Education elects to hold school during the year on any of the above listed holidays, custodians shall have those days off which are affected by this decision during the Christmas and Spring recess. On days affected from July 1 to December 31, custodians shall be granted days off during Christmas recess. On days affected from January 1 to June 30, custodians shall be granted days off during the Spring recess.
- D. It shall be understood that custodians belonging to the NJEA shall be permitted to attend the convention. All non-members shall be required to work on said days. Custodians attending the convention shall be required to furnish proof of attendance.

E. VACATION

1. First year of employment - 2 weeks –vacation.
2. Sixth year of employment - 3 weeks –vacation.
3. Eleventh year of employment - 4 weeks –vacation.
4. During school breaks, two custodians per building must work. Rotation for vacation will apply. Rotation will be based on seniority.
5. Request for vacation must be submitted at least four (4) weeks prior and a written decision must be returned within two (2) weeks of the application submission date from the appropriate department supervisor.

ARTICLE XV
OVERTIME – CUSTODIANS AND MECHANICS

A. DEFINITION

Overtime shall be any time spent over eight (8) hours worked in a day or forty (40) hours worked in a week at regular or assigned duties consistent with this agreement.

B. DISTRIBUTION

All overtime shall be distributed by seniority on a rotation basis, and be voluntary. This does not restrict or limit the Board's right, in the absence of volunteers, to assign work to the lowest licensed senior employee.

C. RATE

Overtime shall be paid at the rate of time and one-half.

D. CUSTODIAN'S RATE

1. In the event custodians are called out for work on weekends, or holidays, including snow emergency, the following rate shall be in effect:
 - a) Saturday – time and one-half for all hours
 - b) Sunday – two times for all hours that day
 - c) There shall be a minimum call-in time of two (2) hours for custodians

ARTICLE XVI
OVERTIME – BUS DRIVERS AND BUS ATTENDANTS

A. DEFINITION

1. Drivers shall be paid their pro-rated hourly rates for any hours worked in excess of five (5) hours of required attendance per day.
2. Transportation attendants shall be paid their pro-rated hourly rate for any hours worked in excess of four (4) hours of required attendance per day.

ARTICLE XVII
TEACHER ASSIGNMENTS

A. TEACHERS

All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, building assignments, and room assignments for the upcoming school year not later than June 1.

B. TRAVELING TEACHER

1. Teachers who may be required to use their own car in the performance of their duties and teachers who are assigned to more than one school shall be reimbursed for all such travel at the rate of:

<u>Days Traveled Per Week</u>	<u>Per Year</u>
1	\$68
2	\$105
3	\$138
4	\$180
5	\$218

2. Reimbursement shall be made at the conclusion of the school year.

3. Traveling teacher will utilize available visitor's parking spaces. Administration will provide traveling teacher with a placard. Traveling teacher will return such placard at the end of each school year.

C. TEACHERS ASSISTANTS

1. The following Articles will apply to Teacher Assistants, except to the extent otherwise provided within this agreement:

1. Article I
2. Article II
3. Article III
4. Article IV
5. Article V
6. Article VI
7. Article IX
8. Article XII, Section A.2, B.2, D.
9. Article XVII, Section C
10. Article XVIII
11. Article XIX, Section A
12. Article XXI
13. Article XXII
14. Article XXIV

15. Article XXV
16. Article XXVI
17. Article XXVII
18. Article XXVIII
19. Article XXIX
20. Article XXX
21. Article XXXI
22. Article XXXII
23. Article XXXIII
24. Article XXXIV
25. Article XXXV
26. Article XXXVI
27. Article XXXVIII

2. The following articles do not apply to teacher assistants, except to the extent otherwise provided in this agreement.

1. Article XII Section A.3, and A.
2. Article XII Non-teaching Duties
3. Article XXVII
4. Article XXIII

ARTICLE XVIII
PROFESSIONAL RESPONSIBILITIES

A. FACULTY MEETINGS

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings fifteen (15) times during the school year, with a maximum of three (3) meetings in any one-month. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall not run more than forty-five (45) minutes and shall be under the direct supervision of the building principal.

B. NOTICE AND AGENDA

The supervising principal shall provide notice and an agenda of the meeting at least two (2) days in advance, and shall provide the teachers with an opportunity to suggest items for the agenda.

C. EVENING MEETINGS

Teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation.

D. SUBSTITUTE CALLING

Teachers shall notify the district of their absence from school because of illness with the following guidelines:

E. CALLING TIME-DISTRICT POLICY

1. The parties shall follow the current practice which provides for the use of the machine for 24 hour calling.
2. Calls received after 7 a.m. will be accepted, but may result in the loss of the day's pay.
3. The computation for a day's salary shall be one (1) divided by the actual number of days contracted.

ARTICLE XIX
SENIORITY AND JOB SECURITY - SUPPORT STAFF

School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by the agreement. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

Any anticipated or planned reduction in force shall not be implemented or take effect without thirty (30) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall be scheduled prior to the effective date of such anticipated or planned reduction. In the event of a RIF, time accredited towards the attainment of benefits is retained by employee and is resumed at time of rehire.

A. TEACHER ASSISTANTS - REDUCTION FORCE

1. The Board of Education shall utilize training and then seniority in determining the order of layoff of all non-personal assistants. The teacher assistants may grieve the order of layoff to arbitration. Said arbitration shall be expedited.
2. All personal assistants hired after 7/1/01 will be notified that their services are required only as long as that student is enrolled in our district. When services are no longer needed, their names will be added to a district list for rehire by seniority as personal assistants. All personal assistants hired prior to 7/1/01 shall be incorporated in #1 above.

B. BUS DRIVERS - REDUCTION IN FORCE

1. Any layoff shall not be implemented or take effect without thirty (30) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall be scheduled prior to the effective date of such layoffs.
2. Any driver who loses employment due to reduction in force will be given prime consideration when an additional or new driver is needed.

ARTICLE XX

UNIFORMS

A. CUSTODIANS

1. All custodians shall be issued three (3) complete and fitted work uniforms by September 30th of each year, which they shall be required to wear. In the event the uniform needs to be resized, it will be the responsibility of the employee.
2. Each Custodian and bus mechanic shall be provided a pair of non-slip safety shoes every year which he/she shall be required to wear. Should a new employee leave employment with the District prior to the expiration of the prescribed ninety (90) day probationary period, the cost of the safety shoes shall be withheld from that employee's final paycheck. New employees hired after February 1st will be issued new shoes effective July 1st of the next calendar year.

ARTICLE XXI
SICK & OTHER LEAVES

A. SICK LEAVE AND PERSONAL LEAVE

1. All ten (10) month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit. All twelve (12) month employees shall be entitled to twelve (12) sick days per year. Unused sick days shall be accumulated from year to year. New employees hired after February 1 shall have sick, family illness, and personal days pro-rated for the remainder of the year.
2. In addition to sick leave days, all employees shall be entitled to three (3) days leave of absence each school year for illness in the immediate family/civil union. Immediate family/civil union is defined as child, spouse/civil union partner, or any blood relative living in the employee's household. This leave time is non-cumulative.
3. Additionally, all employees shall be entitled to two (2) days leave of absence for personal business which cannot otherwise be conducted during other than school hours. Days requested in conjunction with school holidays shall be at the option of the superintendent of schools.
4. Any unused non-cumulative days shall be credited to a employee's record of accumulated sick leave days at the conversion of one (1) days accumulative credit for every two (2) non-cumulative days not used. If none of the five (5) non-cumulative days are used, a credit of three (3) accumulative days shall be given.
5. **Death in Family/Civil Union**
In the event of death in the immediate family/civil union, an employee will be excused from duty without loss of pay for a period not to exceed five (5) days. Immediate family/civil union shall include: spouse/civil union partner, children, parents, grandparents, grandchildren, brother/sister, brother/sister spouse/civil union partner, guardian, and any others who are dependent upon or reside with the employee. Parents, grandparents, brothers and sisters of spouse/civil union partner are also included. Employee will be excused one (1) day for aunt or uncle for observation of the funeral.

B. SICK LEAVE UPON RETIREMENT – ALL EMPLOYEES

1. Any employee leaving the employ of the Board with fifteen (15) but less than twenty (20) years of service in the Stafford Township School District shall upon departure be paid for the accumulative sick time in accordance with the following schedule:

% is based on per diem formula.

(Formula = accumulated days x per diem rate x correlated percentage)

<u>DAYS ACCUMULATED</u>	<u>PERCENTAGE UPON RETIREMENT</u>
0 - 29	NONE
30 - 59	25%
60 - 89	40%
90 - 119	50%
120 - 150	75%

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

2. Any employee leaving the employ of the Board with twenty (20) or more years of service in the Stafford Township School District shall, upon departure, be paid for accumulated sick time in accordance with the following schedule.

% is based on per diem formula.

(Formula = accumulated days x per diem rate x correlated percentage)

<u>DAYS ACCUMULATED</u>	<u>PERCENTAGE UPON RETIREMENT</u>
0 - 29	NONE
30 - 59	25%
60 - 89	30%
90 - 119	40%
120 - 149	50%
150 - 179	70%
180 - 209	85%
210 - 239	100%

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

C. PAYMENTS UPON VOLUNTARY LEAVE FROM EMPLOYMENT – ALL EMPLOYEES

1. For each school year in which the Board and the Association agree (pursuant to section (C)(5) below) to offer the provisions set forth herein, any employee who voluntarily leaves the employ of the Stafford Township School District in that school year and who works through the end of that school year shall be entitled to the following, as provided by sections (a), (b), and (c) below:

a. On July 30th of the year of the employee's voluntary leave from the Stafford Township School District's employ (e.g. for an employee leaving during the 2008-2009 school year, on July 30, 2009), payment shall be made to the employee for their accumulated sick days, pro-rated to the years of experience in the district as of June 30th of that year, subject to a \$15,000 maximum cap, consistent with the payout calculation method set forth in Article XXI (B) above.

i. Any employee who receives payment for said accumulated sick days as set forth in section (C)(1)(a) herein shall not be entitled to receive any other payment for accumulated sick days under any Stafford Township Board of Education policy, contract of employment, or collective bargaining agreement(s).

b. On July 30th of the year following the employee's voluntary leave from the Stafford Township School District's employ (e.g., for an employee leaving during the 2008-2009 school year, on July 30, 2010), payment shall be made to the employee in accordance with the following position guidelines:

A Teacher shall receive \$17,000*

A Secretary shall receive \$11,000*

A Custodian or Mechanic shall receive \$8,500*

A Transportation Driver shall receive \$6,000*

A Teaching Aide shall receive \$3,000*

A Bus Aide shall receive \$3,000*

**Amounts are based upon 18 years of service in the district. With less years of service, the amount will be pro-rated based upon the actual years of service within the district, divided by 18. Time served as a substitute within the district will be added to years of service.*

i. It is hereby understood that the payments as set forth in section (C)(1)(b) herein shall be the maximum flat amounts and shall not be subject to additional accumulated sick leave payments (other than the July 30th payments as set forth in section (C)(1)(a) above).

c. On July 30th of the second year following the employee's voluntary leave from the Stafford Township School District's employ (e.g., for an employee leaving during the 2008-2009 school year, on July 30, 2011), payment shall be made to the employee in accordance with the following position guidelines:

A Teacher shall receive \$17,000*

A Secretary shall receive \$11,000*

A Custodian or Mechanic shall receive \$8,500*

A Transportation Driver shall receive \$6,000*

A Teaching Aide shall receive \$3,000*

A Bus Aide shall receive \$3,000*

**Amounts are based upon 18 years of service in the district. With less years of service, the amount will be pro-rated based upon the actual years of service within the district, divided by 18. Time served as a substitute within the district will be added to years of service.*

i. It is hereby understood that the payments as set forth in section (C)(1)(c) herein shall be the maximum flat amounts and shall not be subject to additional accumulated sick leave payments (other than the July 30th payments as set forth in section (C)(1)(a) above).

2. Any employee receiving payments under sections (C)(1)(a), (b) and (c) above shall not be entitled to any other separation, severance or retirement payments under any other Stafford Township Board of Education policy, contract or collective bargaining agreement(s).
3. The provisions of this section (Article XXI (C)) do not apply to leaves of absence, only to complete, voluntary separation from the Stafford Township School District's employ.

4. In the event of the death of an employee entitled to payments in accordance with section (C)(1)(a), (b) and (c) above prior to the issuance of the final payment, the employee's estate and/or beneficiary shall be entitled to receive the remainder of the payments in accordance with the payment schedule set forth in sections (C)(1)(a), (b), and (c) above.

5. It is expressly understood by the Board and the Association that the provisions of this section (Article XXI (C)) are limited to the terms as set forth herein and are not intended to be automatically offered or continued on an annual basis. The provisions of this section shall only be offered in a specific school year if the Board and the Association mutually agree in writing on or before January 1st of that school year to offer the provisions of this section (Article XXI (C)) in that school year. If the parties do not mutually agree in writing by the January 1st date set forth herein, the provisions of this section (Article XXI (C)) will not be offered in that school year. It is expressly agreed that the provisions of this section (Article XXI (C)) will be offered in the 2008-2009 school year.

ARTICLE XXII
SICK DAY BANK

A. A district employee Sick Day Bank shall be established. Each employee will be given the option of participating annually.

Each participant may voluntarily contribute one (1) of his/her sick days to the bank annually and must be submitted to the Human Resources Department at the time the annual employment contract is due. An indication to join or not will be added to the employment contract. If neither option is checked, your decision is “NO”. This will constitute a pool of days upon which a participant may draw, as explained below:

1. A participant who has exhausted his/her sick and personal days due to a protracted and verifiable illness may apply to the committee.
2. The participant’s record must show non-abuse of sick day usage, as determined by the committee.
3. Maternity related disability will generally not be considered by the Sick Day Bank.
4. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Reapplication is necessary for each segment.
If the pool diminishes to the point whereby it is less than thirty percent (30%) of whole days in relation to the number of participants at a given moment, an open enrollment period will be declared and all employees covered by this agreement shall have the opportunity to enroll in the Sick Day Bank. Should a participant at any time of replenishing opt NOT to enroll, such action will constitute a withdrawal from the bank, losing any days thus far contributed.

B. The committee will be as follows:

1. Two participating STEA members appointed by the president.
2. One participating STEA support staff member appointed by the president.
3. The superintendent (or his designee).
4. A member of the Board of Education (or an administrator as so designated by the board president).
5. A non-affiliated support staff member as designated by the superintendent.
If a tie vote occurs, up to thirty (30) days will be awarded, but not more, for a single incident or illness.

Also, in cases of a tie and following the initial 30 day award, if a reapplication follows, and a second tie results, the reapplication will be denied.

- C. At the end of each school year, the school business administrator shall provide the STEA with a written accounting of the number of days used, the number of individuals who utilized days and the number of days remaining.
- D. This article shall expire on June 30, 2013 unless both the STEA and the Stafford Township Board of Education mutually agree to extend. If this article is not extended the remaining days in sick bank shall be divided equally among all participants on a pro-rated basis.

ARTICLE XXIII
LEAVE OF ABSENCE

A. TEACHERS.

1. Professional Improvement.

Leaves of absence without pay of up to two (2) school calendar years shall be granted providing the following conditions are met:

- a) The leave(s) shall be for the purpose of professional improvement and must include academic objectives as part of the improvement purpose. The academic objectives shall be in the form of the satisfactory completion of college course work related to elementary education.
- b) The leave(s) shall be granted after the completion of five (5) years in the district. Individual teachers are eligible for more than one (1) leave providing an interval of at least five (5) more consecutive years have been completed.
- c) The leave(s) will be granted to a maximum of 3% of the total staff at any one time.
- d) The Board will maintain the teacher in-service benefit program provided the teacher pays the premium.
- e) The leave(s) will be granted only for the entire school year or two (2) year period (September thru June).
- f) The teacher(s) will submit requests for such leave(s) in writing to the Superintendent of Schools prior to April 1 of the school year preceding the leave period.
- g) Teachers will notify the superintendent in writing of their intent to return to the district. The notification will be made April 1 of the school year preceding the September return date as provided by the leave.

2. CHILD-REARING LEAVE

- a) In the case of a birth or adoption of a child, any teacher shall have the right to apply for a leave without pay for child-rearing purposes.
- b) In cases where both husband/civil union partner and wife/civil union partner may be teachers in this school system, only one shall be entitled to such leave.

- c) In the case of female teachers, the application of child-rearing leave may be made to become effective immediately upon termination of medical leave absence.
- d) Child-rearing leave shall be granted for a maximum of two (2) years beginning in the school year in which the birth of the child occurs. School year shall be considered July 1 to June 30. After the first year of leave, the employee may return to their vacated position. After a second year of leave, the employee will return to a position determined by the superintendent of schools or designee. A third year of child-rearing leave may be granted at the option of the Board of Education.

Teachers on leave must notify the Superintendent of their intentions to return by April 1. Notice in the year of the birth of the child shall be as soon as possible, but in no event, later than April 30.

The Board of Education may, on a case-by-case basis and where particular individual circumstances warrant an exception, deviate from the strict application of the conditions governing child-rearing leaves of absence. Any such exception/deviation, however, is solely within the discretion of the Board of Education and any such decision to permit a deviation may not be considered as a precedent or past practice on the event of a subsequent application. It is further agreed any decision by the Board of Education under this paragraph shall not be grievable nor shall there be any appeal mechanism whatsoever from the Board's decision.
- e) Applications for child-rearing leave shall be filed at least three (3) months before the anticipated birth of a child.
- f) The Board will maintain the teacher in-service benefit program providing the teacher pays the premiums for such in accordance with the insurance provider.
- g) Teacher assistants shall receive leaves of absence and other benefits provided by this Article at the same levels they have received as defined by their past practice.

B. NON-INSTRUCTIONAL

1. EXTENDED LEAVES OF ABSENCE

- a) Military leaves without pay shall be granted for a period not to exceed beyond four (4) years to any employee who enlists in any branch of the Armed Forces of the United States.
- b) The Board's policy on maternity leave shall continue unchanged and is incorporated by reference as though set forth at length herein.
- c) All requests for leave of absence shall be made in writing to the Supervisor at least 72 hours prior to a regular Board meeting.,
- d) All requests for extensions or renewals of leaves shall be applied for in writing and, if granted, responded to in writing by the Board.

2. CHILD-REARING LEAVE

- a) In the case of a birth of a child, or the adoption of a child, the employee shall have the right to apply for a leave without pay for child-rearing purposes. In cases where both husband/civil union partner and wife/civil union partner may be employees in this school system, only one shall be entitled to such leave.
- b) In the case of female employees, the application for child rearing leave may be made to become effective immediately upon the termination of the pregnancy leave.
- c) Child-rearing leave may be granted for a period not to extend beyond the end of the school year in which the birth of the child occurs, however, upon request of the employee and at the option of the Board, it may be extended for one additional school year. Requests for extensions of such leave must be made at least 3 months prior to the expiration of the first period thereof.
- d) Applications for child-rearing leave shall be filed at least three (3) months before the anticipated birth of the child.
- e) Where an employee granted a child-rearing leave returns to the system at other than the start of the school year, such employee may be assigned any position decided upon by the superintendent so long as such assignment is within the certification of the employee.

- f) Anything to the contrary notwithstanding, a child-rearing leave granted to a non-tenured employee need not be extended beyond the end of the contract school year in which the leave is obtained.
- g) The dates for the commencement and termination of child-rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

ARTICLE XXIV
SABBATICAL LEAVE

- A. Sabbatical Leaves for certified personnel of the Stafford Township School District, which includes classroom teachers, guidance counselors, librarians, child study team members, and nurses, may be granted for one (1) full year at half (½) pay. To qualify for consideration for a Sabbatical Leave, a teacher shall have taught at least seven (7) consecutive years in the Stafford Township School District.
- B. Sabbatical Leave may be granted by the Stafford Township Board of Education for an applicant to pursue one of the following:
1. a course of formal graduate study at an accredited college or university with a completed course load of 9 (nine) credits per semester; or,
 2. formal research in connection with the pursuit of an advanced degree or license; or,
 3. formal research in connection with the preparation of a document or work for publication in a recognized media or publication; or
 4. work on a collaborative project or experiment that advances and/or enhances education; and
 5. any foreign or domestic travel in conjunction with a, b, c, or d.
- C. The detailed and comprehensive study, research, project, and/or travel plans for the proposed sabbatical year must be submitted with a formal application to the Superintendent for approval no later than February 1 of the school year prior to the commencement of the proposed leave. After due consideration of all applications, the Superintendent shall present each request to the Board with his/her recommendation of acceptance or rejection. Each applicant shall be invited by the Superintendent to the Board meeting when his/her program comes up for consideration. The decision of the Board shall be final and not subject to grievance, arbitration, or legal challenge.
- D. During the Sabbatical Leave the employee shall earn a grade of “B” or better in each course that the employee is enrolled in.
- E. During the Sabbatical Leave, the employee shall not be allowed to hold any full-time position, unless the position is an integral part of the Sabbatical Leave and is expressly approved by the Board at the time the Sabbatical Leave is granted. This shall not be

construed as to deny any teacher the right to fellowships, scholarships, grant-in-aid, or any other scholastic stipends.

- F. Teachers on Sabbatical Leave shall file progress reports with the Superintendent on/or before the conclusion of the fourth month of the Sabbatical Leave and upon completion of the leave to substantiate program participation and criteria.
- G. No more than two (2) people certified as defined in #1 above, shall be eligible for a Sabbatical Leave in any given school year.
- H. Personnel on Sabbatical Leave under this provision shall receive insurance coverage during such leave. Personal, family/civil union, and/or sick leave will not be accrued during any Sabbatical Leave.
- I. The Stafford Township School District shall pay the employee on Sabbatical Leave 50% of that year's salary, payable in twenty equal installments on the normal paydays set forth for teachers in the Stafford Township School District.
- J. An employee who returns from Sabbatical Leave shall receive, upon his/her return, credit for time on leave for purposes of guide advancement and/or seniority.
- K. An employee granted a Sabbatical Leave shall, upon return, be required to serve the Stafford Township School District for at least an additional two (2) years in a position of at least equivalent working hours to the position held by the employee at the time the Sabbatical was applied for and granted (i.e. a full time employee shall return to full time employment for at least two years and a part-time 3/5 employee shall return to work as at least a part time 3/5 employee for at least two years).
- L. Prior to the Sabbatical Leave the employee shall execute a Sabbatical Leave Agreement with the Stafford Township School District.
- M. In the event that the employee does not complete the additional two years of service with the District at the completion of the Sabbatical Leave, the employee shall be indebted to the District for the salary received during the Sabbatical Leave, minus any credits. The Board shall credit the employee with 5% (five percent or 1/20) of the Sabbatical Leave salary for each complete month that the employee works after returning from the Sabbatical Leave. The employee shall promptly reimburse the Board for any unearned portion of the Sabbatical Leave salary.

ARTICLE XXV

SALARIES

- A. Salary increases for all salaried and hourly employees recognized in Article I are as follows:
- 2010-2011 (effective 7/1/10) increase of 0.5%*
 - 2011-2012 (effective 7/1/11) increase of 2.5%
 - 2012-2013 (effective 7/1/12) increase of 3.0%
- Salary guide adjustments will be made within the duration of this contract.
- *See Article XXXII for salary enhancement information
- B. The salaries of all employees covered by this agreement are set forth in the schedules attached.
1. Twelve (12) month employees – Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 2. Ten (10) month employees – Each employee employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments. Any employee who is employed on a ten (10) month basis may participate in a summer payment plan as stipulated in NJSA 18A:29-3
 3. When a payday falls on or during a school holiday, vacation, (with two (2) weeks notice), or weekend, employees shall receive their paychecks on the last previous working day.
- C. Teachers and teacher assistants shall receive final checks on the last working day in June, provided that they have met their obligations no later than a time to be designated in the schedule for the closing of school. All employees shall be required to fully complete all work assignments prior to receipt of their final checks.
- D. All graduate credit reimbursements shall be paid as set forth in Teacher's Salary Guide.
- E. Support staff final pay – Each ten (10) month employee shall receive his/her final pay and the pay schedule for the following year, on his/her last working day in June.
- F. All summer payment – Summer pay shall be paid on the 15th and 30th of each month.
- G. **STIPENDS:**
1. Employees shall be paid a stipend for teaching or presenting to other employees, in areas they have been trained beyond the regular curriculum. This includes all

training held after school hours, or for training at in-service. Pay: \$50 for half-day; \$100 for full day.

2. All employees who receive health benefits coverage* will receive a one-time stipend equal to 4.5% of their July 1, 2010 base salary. The stipend will be paid in two equal installments. The first installment on the first payroll in December 2010 and the second installment on the first payroll date in May 2011. This is a one-time stipend that will not be added to the employee's base salary.

ARTICLE XXVI
VOLUNTARY TRANSFERS & ASSIGNMENTS

A. TEACHERS

Teachers who desire a change in grade or subject assignment or who wish to transfer to another building, may file a written statement with the building principal and superintendent no later than March 1. Such statement shall include the grade and/or subject to which the teacher wants to be assigned and the school or schools, in order of preference, to which they desire to be transferred. Final decision will be made by the administration.

B. SUPPORT STAFF with the EXCEPTION OF BUS DRIVERS

1. Notice of voluntary transfer or reassignment shall be given to members as soon as practicable and, except in cases of emergency, no later than the last working day of the school year.
2. Prior to a voluntary transfer or reassignment, the member involved shall be permitted an informal appearance with the superintendent.
3. A list of open positions in the school district shall be made available to all members being voluntarily transferred or reassigned. Such members may request the positions, in order of preference, to which they desire to be transferred. The Board shall be under no obligation to grant such requests and retains the unilateral right to transfer pursuant to NJSA 18A:25-1.

ARTICLE XXVII
INVOLUNTARY TRANSFERS & REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment to another building shall be given to employees as soon as is practicable and, except in cases of emergency, not later than June 1.
- B. Such involuntary transfer or reassignment to another building shall be made only after a meeting between the employee and the immediate supervisor or principal, if such a meeting is requested by the affected employee. If, after such meeting the employee objects to the transfer or reassignment, he/she shall have the option of meeting with the superintendent. The employee may, at his/her option have an association representative present at such meeting. The final decision will be made by the superintendent.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they wish to be transferred. The Board shall not be under any obligation to grant such request and retains the unilateral right to transfer pursuant to NJSA 18A:25-1.
- D. Custodians shall receive two (2) weeks notice prior to any involuntary transfer or shift change. (Except in an emergency with regard to shift notification).

ARTICLE XXVIII
EMPLOYEE EVALUATION

A. EVALUATIONS

When a formal evaluation observation is conducted, the employee shall receive a written report within three (3) calendar weeks.

B. TEACHERS

1. All certified teachers shall be evaluated annually. Evaluations and all monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.
2. In addition, all non-tenured teachers shall be observed at least three (3) times each school year, prior to April 30th, and to be followed in each instance by a written evaluation report, and conference between the teacher and the evaluator.
3. Tenured teachers shall be observed at least once each school year and no later than April 30th of that school year, followed by a written evaluation report and a conference between the teacher and the evaluator.

Track 1 – Tenured Teachers

Defined as tenured teachers who have received a rating of satisfactory on the yearly observation form and/or who have not received an awareness letter identifying any specific concern or weakness that needs to be addressed.

Track 1 tenured teachers can choose one from the options, described in the Alternate Assessment Options booklet as an alternative to a formal observation for the following school year.

Track II – Tenured Teachers

Defined as tenured teachers who have received a rating of unsatisfactory on any yearly observation form.

Track II tenured teachers must participate in the already established formal observation procedures.

4. Teachers shall be evaluated or observed only by persons certified by the New Jersey Board of Examiners to supervisor instruction.
5. Copies of the evaluation: A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before any conference to discuss it. No such report shall be submitted to the Superintendent's office, placed in a teacher's file and

otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

6. All staff evaluations shall contain a “summary rating” of: SATISFACTORY, UNSATISFACTORY.
7. Personnel Records:
 - a) File: Upon request, teachers shall have the right to review the contents of their personnel file and to receive copies, at Board’s expense, of any documents contained therein. A teacher shall be entitled to have Association representation during such review.
 - b) Derogatory material: No material derogatory to a teacher’s conduct, service, character, or personality shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the superintendent and attached to the file copy.
 - c) No separate file: Except for personal references and similar documents, the Board shall not establish any separate personnel file which is not available to the teacher’s for inspection.

C. SUPPORT STAFF

1. Teacher assistants, secretaries, and cafeteria assistants shall be evaluated by their immediate supervisor once a year. This shall include tenure and non-tenure employees. The Board and the Association agree that the present form of evaluation will be continued and will be reviewed with the person involved.
2. Custodians, mechanics, bus drivers, and bus attendants will receive an annual Performance evaluation prior to December 31st. If said evaluation is deemed unsatisfactory, a second evaluation shall be conducted prior to June 30th.

D. CUSTODIANS AND SECRETARIES

In all cases, evaluation reports shall be presented to each employee by his/her supervisor in accordance with the following procedures:

1. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and/or observations by any or all supervisory personnel who come into contact with the employee in any supervisory capacity.
2. Such reports shall be addressed to the employee.
3. Such reports shall be written in the narrative form and shall include, when pertinent:
 - a) strengths of the employee as evidenced during the period since the previous report;
 - b) weaknesses of the employee as evidenced during the period since the previous report;
 - c) specific suggestions as to the measures which the employee might take to improve his/her performance in each of the areas when employee weaknesses have been indicated;
 - d) the 90-day probationary period shall include a minimum of two evaluations in which, if the evaluations are satisfactory, the period of time shall be credited toward tenure.
 - e) All staff evaluations shall contain a “summary rating” of: SATISFACTORY, UNSATISFACTORY.
 - f) Custodians Progressive Discipline – In the event that a custodian receives an unsatisfactory evaluation, the following steps for correction shall be implemented, pursuant to law, as follows:
 - (1) Verbal warning
 - (2) Written warning with corrective action
 - (3) 1/3/5 days suspension
 - (4) Increment withholding
 - (5) Termination

It is the intention of the district to offer direction and support to the employee during this corrective action process.

ARTICLE XXIX
PROMOTIONS, VACANCIES, & NEW POSITIONS

- A. In the event a vacancy occurs, or a new position or positions are created, the Human Resources department shall e-mail notice to all staff members.
- B. Whenever an instructional certified administrative or any supervisor vacancy occurs or is created, a notice shall be posted in each building stating the vacancy and requirements for said vacancy or promotion, and the closing date for applications. Notice of such vacancies arising shall be e-mailed to all staff members.
- C. All qualified employees shall be given adequate opportunity to make applications for such positions, and no positions shall be filled until all properly submitted applicants have been considered. The Board agrees to give due weight to the background and attainment of all applicants and other relevant factors.

ARTICLE XXX
EXECUTIVE LIAISON

- A. There is hereby established an administration/executive liaison committee.
- Committee Composition:
1. Superintendent
 2. Executive Members of the Association
 3. Members of the Board of Education
 4. Building Principals
 5. Building Representatives
- B. The purpose of this committee shall be to allow the Association and Board to have open communication regarding mutual concerns and interests of each group.
- C. Matters for discussion shall be submitted to the superintendent one (1) week in advance of the meeting to allow all parties proper preparation for discussion.
- D. It is agreed, the superintendent and president of the Association shall meet at mutually agreed times to discuss any matters of interest and concern to both groups.
- E. The Executive liaison Meetings shall be not less than five (5) times per year and all discussion shall be advisory in nature. Suggested months for meetings shall be September, November, January, March, and May.
- F. It is further understood that any matter which has its own vehicle for consideration, such as grievances, shall not be placed on the agenda.
- G. If by mutual agreement no meeting is necessary it shall not be held.

ARTICLE XXXI
INSTRUCTIONAL COUNCIL

A. ORGANIZATION

1. Purpose – An instructional Council shall be established and shall meet no later than October 15 each year. The purpose of the council shall be to strengthen the educational program through recommendation, research, implementation and evaluation by the superintendent and the Association to best meet the needs of the students, the schools and the community. The council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvements, teaching experimentation, extracurricular programs, in-service training, staff development, pupil testing, evaluation, philosophy, educational specifications for buildings, and other related matters regarding the effective operation of the Stafford Township School District.
2. Membership – The council shall consist of one (1) chairperson and three (3) representatives from the Intermediate School and two (2) representatives from each of the elementary schools appointed by the Association. For fair representation, a member should be sought to represent special education and another member should represent special subject teachers. This would not be mandatory but highly recommended. There will be three (3) representatives, exclusive of the superintendent, who shall be appointed by the Board of Education. The superintendent and the curriculum/instruction supervisor shall be ex-officio members of the council.
3. Committees – The council shall be authorized to establish sub or ad-hoc committees for specific projects to allow those who could be affected by council recommendations an opportunity to be involved.
4. Individual initiatives for suggestions – The council shall encourage the initiation of ideas and suggestions for projects by individual employees, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.
5. Rules of procedure – The council shall establish its own rules of procedure. The chairperson or a member designated by the chairperson will meet with the supervisor of curriculum/instruction at least one (1) week prior to a meeting. It is

suggested, but not mandatory, for all members of each school to meet with their building principals prior to a meeting.

6. Meetings – The council shall meet whenever four (4) or more of its members call for such a meeting.
7. Information – The council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in Article V. The Board shall consider all written reports submitted by the council for action. However, the Board is under no obligation to accept or implement any of the council's recommendations.
8. Within two (2) school days, all recommendations accepted or implemented by the Board shall be reported by the superintendent to the principals, and all parties affected by the recommendation.

ARTICLE XXXII
EMPLOYEES' INSURANCE PROTECTION

- A. All employees eligible for medical benefits shall receive coverage through the New Jersey School Employees Health Benefits Program (SEHBP) Direct 10 Plan or equivalent or better.
1. This change will be effective immediately upon approval by the Division of Pensions/Benefits which is anticipated to be on or about October 1, 2010. Until approval by the Division of Pensions/Benefits, medical coverage shall continue at present levels, through existing private carrier.
 2. Any employees hired before change to SEHBP will be enrolled in POS (Point of Service) employee coverage (with the option to purchase POS family coverage) until change over to SEHBP at which time they will be enrolled as setforth in "B" above.
 3. As a result of the agreement to obtain coverage under SEHBP, all employees will receive a salary enhancement equal to one percent (1%) of their 2010-2011 salary (i.e., a salary guide enhancement will be added to the base salary in equal shares).
This enhancement will be provided in the 2010-2011 school year only.
- B. New employees listed in Article I "Recognition" Section A, who do not receive tenure, will receive single health benefit coverage until the first day of the 4th consecutive year, then will receive the full family/civil union health benefit plan.
- C. In order to be eligible for benefits an employee must be regularly scheduled to work a minimum of twenty-five (25) hours per week. Effective ratification, employees currently on the payroll working more than twenty hours (20) per week are "grandfathered" provided they continue to work more than twenty (20) hours per week.
- D. Prescription plan will continue through existing private carrier (or equivalent or better.)
1. Prescription Co-Pay- The cost for out of pocket prescription will be \$30.00 for the brand name and \$7.00 for the generic brand. These out of pocket costs will remain in effect for the duration of this contract.
 2. Mail Order Prescription Program. An employee can obtain mail order prescriptions for up to a ninety (90) day supply. The mail order out of pocket (copay) cost for a generic drug is \$14.00 and for a brand name drug is \$60.00.

- E. Benefit Options:
1. All employees of the Board of Education will be offered a 50% buy-back of their health benefit premium for that calendar year.
 2. Effective July 1, 2010 thru September 30, 2010, any employee of the Board of Education who wishes to buy down their current major medical benefits to a lesser plan would receive 25% of the annual premium cost difference. The Open Enrollment period during the month of October will be the time for when an employee must notify the Human Resources Department of his/her change. After the selection is made at no time during the school year will an employee be allowed to change his/her benefit packet, except in the circumstances of a life altering event as defined by the School Employee Health Benefits Program as set forth in applicable law.
- F. The board and association agree that the present insurance plan has sufficient coverage for the duration of this agreement.
- G. Payments of the premium for existing health insurance coverage (including employee required contributions) of either the individual or family/civil union will be paid in accordance with applicable law.
- H. A mandatory second opinion shall be required for all surgical procedures.
- I. Vision Plan shall continue through existing private carrier (or equivalent or better.)
- The maximum insurance payment by the Board shall be:
- | | | |
|-----------|---|-------------------|
| 2010-2011 | - | \$300.00 per year |
| 2011-2012 | - | \$300.00 per year |
| 2012-2013 | - | \$300.00 per year |
- J. Flexible Spending Account Plan – FSA
- The board agrees to implement an FSA plan and fund the administrative cost of the plan. The board at its discretion will decide the parameters of the plan and reserves the right to terminate the plan at the end of the plan year with 30 days written notice.
- K. Dental Plan shall continue through existing private carrier (or equivalent or better.) The maximum dental benefit shall be \$2,000 per year.

ARTICLE XXXIII
HOME INSTRUCTION

- A. Home instruction assignments shall be made in the best interest of students. As such, assignments shall be made in progression beginning with staff closest to the student's regular program, i.e., classroom teacher, grade level teacher, school teacher, district teacher, out of district teacher.
- B. The salary paid for home instruction is set forth in the Extracurricular Activities Guide of this Agreement.

ARTICLE XXXIV
REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification:

Prior to the beginning of each membership year, the association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the association to its own members for that membership year. The representation fee to be paid by non-members will be conducted by the association in accordance with law.

2. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification:

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board by October 15 of the current year a list of the employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such

employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly transmit the amount deducted to the Association.

2. Payroll Deduction and Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) Ten (10) days after receipt of the aforesaid list by the Board.
- b) Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment:

If an employee required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee up to the last day of employment, the Board will deduct the unpaid portion of the fee from the last pay-check paid to said employee during the membership year in question.

4. Mechanics:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes:

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than fifteen (15) days after the Board received said notice.

6. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the thirty (30) day period. The list will include names, job titles, and the dates of employment for all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION.

The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deductions from the salaries of any employee of any sum of money as a representation fee under the provision of this Agreement, provided the Board has fully complied with the requirements contained herein. In addition, the Board shall make available any and all public records necessary for such defense.

ARTICLE XXXV

BOARD RIGHTS

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct employees of the school district, to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, to take other disciplinary action against employees, to relieve employees from duties because of lack of work, or other legitimate reasons, to maintain the efficiency of the school district's operations entrusted to them, to determine the methods, means and personnel by which operations are to be conducted, and to take whatever action might be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXXVI
MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school district shall clearly exemplify there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give it full force and effect as Board policy.
- C. If any provision or application of this Agreement to any employee or group of employees is held to be contrary to law, then, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- D. With prior notice, any employee shall have the right to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- E. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee shall acknowledge that he/she had the opportunity to review such material by affixing their signature on the copy to be filed, with the express understanding that such signature on the copy to be filed in no way indicates agreement with the contents thereof.
- F. No separate file: Except for personal references and other similar documents, the Board shall not establish any separate personnel file which is not available for the employee's inspection.
- G. Copies of this Agreement shall be furnished at the expense of the Board after agreement with the Association on format within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.

ARTICLE XXXVII
DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the Stafford Township Education Association, the Ocean County Education Association, the New Jersey Education Association or the National Education Association, as said employees individually and voluntarily authorize the Board to deduct pursuant to law. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Stafford Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

ARTICLE XXXVIII
ENTIRE AGREEMENT

- A. The parties agree that this Agreement contains entire agreement reached by and between the parties.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XXXIX
DURATION OF AGREEMENT

Except where specifically modified, this Agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Salary Guide for Teachers – 2010-2012

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	47,250	1	47,857	1	49,357	1	51,157
2	47,500	2	48,107	2	49,607	2	51,407
3	48,000	3	48,607	3	50,107	3	51,907
4	48,321	4	48,928	4	50,428	4	52,328
5	48,844	5	49,451	5	50,951	5	52,751
6	49,411	6	50,018	6	51,518	6	53,318
7	50,208	7	50,815	7	52,315	7	54,115
8	50,725	8	51,332	8	52,832	8	54,632
9	50,949	9	51,556	9	53,056	9	55,058
10	51,518	10	52,125	10	53,625	10	55,625
11	52,226	11	52,833	11	54,333	11	56,033
OFF 18	52,823	OFF 18	53,430	OFF 18	55,330	OFF 18	57,230
OFF 17	54,924	OFF 17	55,531	OFF 17	57,331	OFF 17	59,031
OFF 16	57,065	OFF 16	57,672	OFF 16	59,172	OFF 16	61,272
OFF 15	58,386	OFF 15	58,993	OFF 15	60,886	OFF 15	63,336
OFF 14	61,016	OFF 14	61,623	OFF 14	63,532	OFF 14	65,732
OFF 13	63,827	OFF 13	64,434	OFF 13	65,934	OFF 13	68,234
OFF 12	66,131	OFF 12	66,738	OFF 12	68,538	OFF 12	70,738
OFF 11	69,067	OFF 11	69,674	OFF 11	71,074	OFF 11	73,074
OFF 10	72,092	OFF 10	72,699	OFF 10	73,799	OFF 10	75,499
OFF 9	73,891	OFF 9	74,498	OFF 9	75,898	OFF 9	77,598
OFF 8	75,945	OFF 8	76,552	OFF 8	77,952	OFF 8	79,652
OFF 7	77,698	OFF 7	78,305	OFF 7	79,705	OFF 7	81,405
OFF 6	79,650	OFF 6	80,257	OFF 6	81,657	OFF 6	83,357
OFF 5	81,600	OFF 5	82,207	OFF 5	83,607	OFF 5	85,547
OFF 4	82,905	OFF 4	83,512	OFF 4	85,312	OFF 4	87,912
OFF 3	86,460	OFF 3	87,067	OFF 3	88,467	OFF 3	90,167
OFF 2	89,766	OFF 2	90,373	OFF 2	91,773	OFF 2	93,473
OFF 1	92,129	OFF 1	92,736	OFF 1	94,136	OFF 1	95,836

LONGEVITY:

\$500 Service Increment at the end of 18 continuous years of service in district to be paid at the start of the next school year

\$750 Service Increment at the end of 21 continuous years of service in district to be paid at the start of the next school year

Total Possible: \$750 Refer to Article VI “Teacher Employment”

GRADUATE CREDIT REIMBURSEMENT

The Stafford Township Board of Education believes learning to be a life long endeavor and as such encourages its staff to pursue quality professional development avenues. Therefore the following graduate credit guide has been established in order to encourage staff in this pursuit.

BA + 15	\$450.....Per Year
BA+ 30	\$900.....Per Year
MA Degree	\$1,450.....Per Year
MA +15	\$1,900.....Per Year
MA + 30	\$2,350.....Per Year
Doctorate/National Teacher Certification/ Certificate of Clinical Competence	\$2,900.....Per Year
Total Possible	\$2,900.....Per Year

To qualify for a graduate credit guide adjustment only graduate level credits earned (from an appropriately accredited institution) following issuance of a Bachelor's Degree will qualify for BA + credits. No credit earned prior to a Bachelor's Degree will be credited to the BA+ steps.

Master's Degree status will be awarded following receipt of certification by the appropriately accredited institution.

Only those graduate level credits earned (from an appropriately accredited institution) following award of a Master's Degree will qualify for MA + credits. No credit earned prior to issuance of a Master's Degree will be credited to the MA + steps.

All credits must be related to teaching responsibilities and staff members must receive at least grade of "B" or its equivalent.

An employee must submit official college transcripts to the Human Resources office in a sealed envelope from an accredited institution.

All paperwork must be submitted prior to January 31st of a calendar year for a salary guide adjustment to be made to the employee's subsequent contract beginning July 1st.

STAFFORD EDUCATION UNITS (SEU)

- a. Payment for SEU's are pensionable.
- b. There will be no cap on enrollment; enrollment is open to all members, including members on maternity and/or other leaves. Stafford Township School District will notify all members on leave of such SEU's being offered at such time.
- c. A minimum of three (3) credits must be offered for each fall, spring and summer session; a minimum of nine (9) credits must be offered each school year.
- d. Each SEU must not exceed 150 minutes per week for 15 weeks. All SEU's will be taught within the Stafford Township School District.
- e. To receive SEU credit, a member must receive a grade of a B or higher, which is current practice for graduate level credit.
- f. The Stafford Township School District will send documentation to each person who has completed the SEU within two (2) weeks of the completion of the course.
- g. All paper work must be submitted by mid-January to payroll to receive compensation. Compensation will be made at the beginning of the next school year. The following is the SEU credit compensation:

<u>Completed Credits</u>	<u>Compensation</u>
6	\$175
12	\$350
18	\$525
21	\$700
24	\$875
30	\$1050
36	\$1225
42	\$1400
48	\$1575

Each additional 6 credits earned will receive an additional \$175.

SPEECH TEACHER UPGRADE

Speech teachers pursuing the mandated upgrades may be reimbursed for courses or professional development opportunities that are required to obtain the upgrade if the following can be evidenced:

- A grade of B or better is achieved.

- Documented evidence is provided to show that the course or professional development opportunity can be counted as part of the upgrade requirement.

In addition, any candidate receiving reimbursement must agree to remain in the district for at least two years after receiving the reimbursement or return said benefits before being released from the employment contract.

EXTRACURRICULAR ACTIVITIES

ACTIVITY	STIPEND 2010-2013	
Music Show Advisor	\$2,181.00	
Gym Show Advisor	\$2,181.00	
Asst. Gym Show Advisor	\$1,460.00	
Art Show Advisor	\$2,181.00	
Safety Patrol Advisor	\$678.00	
Summer School Teacher	\$40.28	hour
Summer School Teacher Asst.	\$17.00	hour
Student Contact	\$51.44	hour
Curr./Program Dev.	\$38.30	hour
Home Instruction	\$51.44	hour
IEP Home Assistant	\$17.27	hour

Salary Guide for Secretaries
2010 - 2012

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	27,440	1	28,047	1	29,001	1	30,174
2	27,940	2	28,547	2	29,501	2	30,674
3	28,440	3	29,047	3	30,001	3	31,174
4	28,968	4	29,575	4	30,529	4	31,702
5	30,545	5	31,152	5	32,106	5	33,279
6	32,123	6	32,730	6	33,684	6	34,857
7	33,701	7	34,308	7	35,262	7	36,435
8	35,279	8	35,886	8	36,840	8	38,013
9	35,687	9	36,294	9	37,248	9	38,421
10	40,651	10	41,258	10	42,212	10	43,385
11	41,292	11	41,899	11	42,853	11	44,026
OFF 5	46,570	OFF 5	47,177	OFF 5	48,131	OFF 5	49,304
OFF 4	47,779	OFF 4	48,386	OFF 4	49,340	OFF 4	50,513
OFF 3	48,197	OFF 3	48,804	OFF 3	49,758	OFF 3	50,931
OFF 2	49,406	OFF 2	50,013	OFF 2	50,967	OFF 2	52,140
OFF 1	59,231	OFF 1	59,838	OFF 1	60,792	OFF 1	61,965

LONGEVITY:

\$400 Service Increment at the end of 11 continuous years of service in district to be paid at the start of the next school year

\$600 Service Increment at the end of 14 continuous years of service in district to be paid at the start of the next school year

\$900 Service Increment at the end of 17 continuous years of service in district to be paid at the start of the next school year

Total Possible: \$900

Refer to Article VII “Employment Procedures Support Staff”

Salary Guide for Teacher Assistants F/T

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	16,785	1	17,392	1	17,998	1	18,744
2	17,285	2	17,892	2	18,498	2	19,244
3	17,785	3	18,392	3	18,998	3	19,744
4	18,303	4	18,910	4	19,516	4	20,262
5	19,446	5	20,053	5	20,659	5	21,405
6	20,590	6	21,197	6	21,803	6	22,549
7	21,733	7	22,340	7	22,946	7	23,692
8	22,226	8	22,833	8	23,439	8	24,185
9	22,727	9	23,334	9	23,940	9	24,686
10	23,225	10	23,832	10	24,438	10	25,184
11	23,505	11	24,112	11	24,718	11	25,464
OFF 18	23,785	OFF 18	24,392	OFF 18	24,998	OFF 18	25,744
OFF 17	24,070	OFF 17	24,677	OFF 17	25,283	OFF 17	26,029
OFF 16	24,128	OFF 16	24,735	OFF 16	25,341	OFF 16	26,087
OFF 15	24,731	OFF 15	25,338	OFF 15	25,944	OFF 15	26,690
OFF 14	24,892	OFF 14	25,499	OFF 14	26,105	OFF 14	26,851
OFF 13	25,306	OFF 13	25,913	OFF 13	26,519	OFF 13	27,265
OFF 12	25,759	OFF 12	26,366	OFF 12	26,972	OFF 12	27,718
OFF 11	26,484	OFF 11	27,091	OFF 11	27,697	OFF 11	28,443
OFF 10	27,207	OFF 10	27,814	OFF 10	28,420	OFF 10	29,166

LONGEVITY:

\$400 Service Increment at the end of 11 continuous years of service in district to be paid at the start of the next school year

\$600 Service Increment at the end of 14 continuous years of service in district to be paid at the start of the next school year

\$900 Service Increment at the end of 17 continuous years of service in district to be paid at the start of the next school year

Total Possible: \$900

**COLLEGE CREDIT AND STAFFORD EDUCATION UNIT (SEU) GUIDE
SECRETARIES AND TEACHER ASSISTANTS**

The Stafford Township Board of Education believes learning to be a life long endeavor and as such encourages its staff to pursue quality professional development avenues. Therefore the following College Credit and Stafford Education Unit (SEU) guides have been established to encourage secretaries and teacher assistants in this pursuit.

College Credit Guide Compensation:

30 credits toward BA	\$100	Per Year
60 credits toward BA	\$250	Per Year
90 credits toward BA	\$350	Per Year
BA Degree	\$500	Per Year
Total Possible.....	\$500	Per Year

To qualify for a college credit guide adjustment, only those credits earned from an appropriately accredited institution will qualify. The staff member must provide evidence that the institution is appropriately accredited by one of the six organizations the US Department of Education recognizes as accrediting agencies: MSA, NASC, NCA, NEASC, SACS, and WASC. Examples of qualified institutions would include: New Jersey county colleges, state colleges and universities.

Business courses that relate to a secretary’s job function may also qualify for credit however, all business courses must have prior approval by the superintendent or designee.

Bachelor’s Degree status will be awarded following receipt of certification by the appropriately accredited institution.

An employee must submit official college transcripts to the Human Resources office in a sealed envelope from an accredited institution.

All officially awarded credits must be submitted prior to January 31st of a calendar year for a salary guide adjustment to be made to the employee’s subsequent contract beginning July 1st.

Stafford Education Unit Credit Compensation:

Completed Credits	Compensation
3	\$50
6	\$100
9	\$150

Each additional 3 credits earned will receive an additional \$50. Credit courses can range from 1 to 3 credits.

Each SEU credit must not exceed 50 minutes per week for 15 weeks. All SEU's will be taught within the Stafford Township School District.

To receive SEU credit, a member must receive a grade of B or higher.

The Stafford Township School District will send documentation to each person who has completed the SEU within two (2) weeks of the completion of the course. All paper work must be submitted prior to January 31st of a calendar year for a salary guide adjustment to be made to the employee's subsequent contract beginning July 1st.

**Custodians/Building Mechanics
Salary Guide
2010 - 2012**

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	27,750	1	28,357	1	29,193	1	30,221
2	28,250	2	28,857	2	29,693	2	30,721
3	28,750	3	29,357	3	30,193	3	31,221
4	29,279	4	29,886	4	30,722	4	31,750
5	30,045	5	30,652	5	31,488	5	32,516
6	30,811	6	31,418	6	32,254	6	33,282
7	31,577	7	32,184	7	33,020	7	34,048
Off 12	32,144	Off 12	32,751	Off 12	33,587	Off 12	34,615
Off 11	32,711	Off 11	33,318	Off 11	34,154	Off 11	35,182
Off 10	33,279	Off 10	33,886	Off 10	34,722	Off 10	35,750
Off 9	33,725	Off 9	34,332	Off 9	35,168	Off 9	36,196
Off 8	34,172	Off 8	34,779	Off 8	35,615	Off 8	36,643
Off 7	34,617	Off 7	35,224	Off 7	36,060	Off 7	37,088
Off 6	35,337	Off 6	35,944	Off 6	36,780	Off 6	37,808
Off 5	36,048	Off 5	36,655	Off 5	37,491	Off 5	38,519
Off 4	36,747	Off 4	37,354	Off 4	38,190	Off 4	39,218
Off 3	40,972	Off 3	41,579	Off 3	42,415	Off 3	43,443
Off 2	42,033	Off 2	42,640	Off 2	43,476	Off 2	44,504
Off 1	51,695	Off 1	52,302	Off 1	53,138	Off 1	54,166

LONGEVITY:

\$400 Service Increment at the end of 11 continuous years of service in district to be paid at the start of the next school year

\$600 Service Increment at the end of 14 continuous years of service in district to be paid at the start of the next school year

\$900 Service Increment at the end of 17 continuous years of service in district to be paid at the start of the next school year

Total Possible: \$900

Building Mechanic Stipend: \$1,700

Boiler License: \$400*

*All new custodians and building mechanics shall be required to obtain a Black Seal Boiler License within one (1) calendar year after the end of their ninety (90) day probation period. New custodian and building mechanics failing to obtain a Black Seal Boiler License within this time frame shall permanently forfeit their employment. All current custodians and building mechanics employed by the Board shall be required to obtain a Black Seal Boiler License within one (1) year of the effective date of this agreement (on or before July 1, 2011). Current custodians and building mechanics failing to obtain a Black Seal Boiler License within this time frame shall permanently forfeit their employment. Refer to Article VII "Employment Procedures Support Staff"

Bus Drivers
Salary Guide
2010 - 2012

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	14,478	1	15,085	1	15,612	1	16,260
2	14,908	2	15,515	2	16,042	2	16,690
3	15,478	3	16,085	3	16,612	3	17,260
4	15,924	4	16,531	4	17,058	4	17,706
5	16,216	5	16,823	5	17,350	5	17,998
6	16,555	6	17,162	6	17,689	6	18,337
7	16,795	7	17,402	7	17,929	7	18,577
8	17,200	8	17,807	8	18,334	8	18,982
9	17,598	9	18,205	9	18,732	9	19,380
10	17,995	10	18,602	10	19,129	10	19,777
11	18,232	11	18,839	11	19,366	11	20,014
OFF 15	18,551	OFF 15	19,158	OFF 15	19,685	OFF 15	20,333
OFF 14	18,888	OFF 14	19,495	OFF 14	20,022	OFF 14	20,670
OFF 13	19,362	OFF 13	19,969	OFF 13	20,496	OFF 13	21,144
OFF 12	19,852	OFF 12	20,459	OFF 12	20,986	OFF 12	21,634
OFF 11	20,343	OFF 11	20,950	OFF 11	21,477	OFF 11	22,125
OFF 10	20,774	OFF 10	21,381	OFF 10	21,908	OFF 10	22,556
OFF 9	21,126	OFF 9	21,733	OFF 9	22,260	OFF 9	22,908
OFF 8	21,648	OFF 8	22,255	OFF 8	22,782	OFF 8	23,430
OFF 7	22,069	OFF 7	22,676	OFF 7	23,203	OFF 7	23,851
OFF 6	22,423	OFF 6	23,030	OFF 6	23,557	OFF 6	24,205
OFF 5	23,251	OFF 5	23,858	OFF 5	24,385	OFF 5	25,033
OFF 4	23,747	OFF 4	24,354	OFF 4	24,881	OFF 4	25,529
OFF 3	24,314	OFF 3	24,921	OFF 3	25,448	OFF 3	26,096
OFF 2	27,341	OFF 2	27,948	OFF 2	28,475	OFF 2	29,123
OFF 1	30,598	OFF 1	31,205	OFF 1	31,732	OFF 1	32,380

LONGEVITY:

\$400 Service Increment at the end of 10 continuous years of service in district to be paid at the start of the next school year

\$600 Service Increment at the end of 14 continuous years of service in district to be paid at the start of the next school year

\$900 Service Increment at the end of 17 continuous years of service in district to be paid at the start of the next school year

Total Possible: \$900

Refer to Article VII "Employment Procedures Bus Drivers"

Bus Mechanic:

2010-2011	\$35,290
2011-2012	\$36,172
2012-2013	\$37,257

**Transportation Attendants
Hourly Rate 2010-2012**

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	\$9.75	1	\$10.58	1	\$10.96	1	\$11.43
2	\$9.91	2	\$10.74	2	\$11.12	2	\$11.59
3	\$10.41	3	\$11.24	3	\$11.62	3	\$12.09
4	\$10.67	4	\$11.50	4	\$11.88	4	\$12.35
5	\$11.15	5	\$11.98	5	\$12.36	5	\$12.83
6	\$11.68	6	\$12.51	6	\$12.89	6	\$13.36
7	\$12.92	7	\$13.75	7	\$14.13	7	\$14.60
8	\$14.18	8	\$15.01	8	\$15.39	8	\$15.86
9	\$15.44	9	\$16.27	9	\$16.65	9	\$17.12
10	\$16.69	10	\$17.52	10	\$17.90	10	\$18.37
11	\$18.35	11	\$19.18	11	\$19.56	11	\$20.03

LONGEVITY:

\$400 Service Increment at the end of 11 continuous years of service in district to be paid at the start of the next school year

\$600 Service Increment at the end of 14 continuous years of service in district to be paid at the start of the next school year

\$900 Service Increment at the end of 17 continuous years of service in district to be paid at the start of the next school year


Total Possible: \$900

Cafeteria/Playground Assistants
Hourly Rate
2010 - 2012

Steps	2009 - 2010	→	2010 - 2011	→	2011-2012	→	2012 - 2013
1	\$9.50	1	\$10.82	1	\$11.22	1	\$11.72
2	\$9.75	2	\$11.07	2	\$11.47	2	\$11.97
3	\$10.36	3	\$11.68	3	\$12.08	3	\$12.58
4	\$10.66	4	\$11.98	4	\$12.38	4	\$12.88
5	\$11.13	5	\$12.45	5	\$12.85	5	\$13.35
6	\$11.66	6	\$12.98	6	\$13.38	6	\$13.88
7	\$12.90	7	\$14.22	7	\$14.62	7	\$15.12
8	\$14.16	8	\$15.48	8	\$15.88	8	\$16.38
9	\$16.56	9	\$17.88	9	\$18.28	9	\$18.78
10	\$16.69	10	\$18.01	10	\$18.41	10	\$18.91

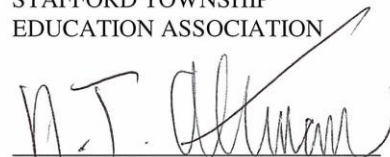
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this 23rd day of September, 2010, by their respective Presidents or Representatives, attested by their Secretaries or Representatives, and their corporate seals to be placed hereon.

STAFFORD TOWNSHIP
BOARD OF EDUCATION




Samuel Fierra, President

STAFFORD TOWNSHIP
EDUCATION ASSOCIATION

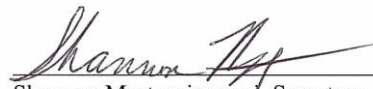


Nancy Altman, President

ATTEST:



Enrico D. Siano
Board of Education Secretary/
School Business Administrator



Shannon Mastrogiovanni, Secretary

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