

SEPTEMBER 14, 2010

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE STERLING HIGH SCHOOL DISTRICT
AND
THE STERLING EDUCATION ASSOCIATION

July 1, 2009 - June 30, 2012

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AGREEMENT

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

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

ARTICLE 1 **RECOGNITION**

- A. The parties hereto are the BOARD OF EDUCATION OF STERLING HIGH SCHOOL DISTRICT (hereinafter referred to as "Board"), and the STERLING EDUCATION ASSOCIATION (hereinafter referred to as "Association").

- B. The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiation concerning terms and conditions of employment for
 - 1. All certified personnel under teaching contracts with the Board including the Student Assistance Counselor.
 - 2. All clerical personnel employed by the Board, including secretaries, attendance clerks and the Media Assistant.
 - 3. All custodial and maintenance employees and classroom cleaners.
 - 4. Video Production Technician, Athletic Trainer, Teacher Aide.
 - 5. All positions not covered in 1. through 4. above for whom schedules are contained within the contract.
 - 6. The following positions are excluded from the unit:
 - a. Part-time Custodians
 - b. Superintendent
 - c. Business Administrator/Board Secretary
 - d. Principal
 - e. Vice Principal
 - f. Board/Superintendent Office Secretarial/Clerical Personnel
 - g. Supervisor of Buildings and Grounds
 - h. Assistant Night Foreman
 - j. All other supervisory and confidential employees within the meaning of the Act.

- C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit defined in B. above.

- D. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined in B. 1. above.
- E. Upon initial employment, a custodial and maintenance employee may be placed on a probationary status not to exceed a period of sixty (60) working days. During that period, the employee shall not be subject to the provisions of this agreement. At the conclusion of the probationary period, the employee shall be either offered a contract with full benefits subject to the provisions of this agreement or terminated. The employee shall not have appeal rights under Article 10, D. until one year from the date of initial employment.
- F. The secretarial members of this unit will be designated as secretary followed by the name of the office to which they are assigned. For example: Secretary-Guidance, Secretary-General Office, etc.

ARTICLE 2
BOARD'S RIGHTS

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

ARTICLE 3
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to commence collective negotiations on a successor agreement not later than December 1, 2008. The Association and the Board shall exchange complete bargaining proposals for such successor Agreement not later than November 15, 2008. Any date set forth in this Article may be changed by mutual consent.
- B. Neither party in the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with the appropriate power and authority to make proposals and do all that is necessary and proper for bona fide negotiations. However, it is understood that no action binding the Board or the Association can be taken by their respective negotiating representatives unless and until ratified by formal action of the Board and Association, respectively.
- C. This Agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.
- D. The parties have an obligation pursuant to Chapter 123, P.L. 1974 to negotiate in good faith with respect to terms and conditions of employment.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint by any person or persons that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of a

policy, agreement or administrative decision affecting said person or persons. The "aggrieved person" is the person or persons making the claim.

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

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
 2. In matters where a method of review is mandated by law, or by any rule, regulation or law of the State Commissioner of Education or the State Board of Education.
 3. In matters where the Board is without authority to act.
 4. In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to teachers under provisions of State Law.
- B. An aggrieved person shall file a written grievance under the provisions of F. 2. below within 21 calendar days of the occurrence complained of, or within 21 calendar days after the aggrieved person would reasonably be expected to know of its occurrence. Failure to act within the said 21 day period shall be deemed to constitute an abandonment of the grievance, as will any failure of the aggrieved person to comply with the time limitations at any level of the proceeding.
- C. A person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by the Board or any agent thereof.
- D. In the presentation of a grievance, the grievant shall have the right to present an appeal or to designate a representative to appear with the grievant at any step in the appeal. A minority organization shall not have the right to present or process a grievance. Such right of representation shall be applicable only to presentation of a grievance as defined herein. It does not extend to conferences with administrative personnel where no formal grievance, as defined herein, has been filed on behalf of the aggrieved person.
- E. Whenever the person appears with a representative, the Board shall have the right to designate its own representative.
- F. Procedure
1. Level One

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

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

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

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

3. Level Three

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

4. Level Four

- a. In the event that the Association is dissatisfied with the determination of the Board, the Association shall have the right to request the appointment of an arbitrator.
 - (1) Such requests shall be made no later than fifteen (15) calendar days following the determination of the Board or forty-five (45) calendar days having passed with no determination having been made by the Board after receipt of the grievance. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.
 - (2) Such request for the appointment of an arbitrator can be honored only if the aggrieved person in writing waives the right, if any, to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's decision.

- (3) Within ten (10) school days after such written notice of request for arbitration, the Board and the aggrieved person (or representative) shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request will be made by the party or parties to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (4) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this Agreement.
- (5) The arbitrator shall render a decision in writing within thirty (30) days after the completion of the arbitration proceedings. Only the Board and the aggrieved person (or representative) shall be given copies of the arbitrator's decision. The decision of the arbitrator shall be binding on both parties.
- (6) Each party shall bear the total cost incurred by themselves. Fees and expenses of the arbitrator will be shared by the parties equally.
- (7) No matter shall be arbitrable which would constitute a waiver by the Board of those rights and powers which it is forbidden by law to waive or delegate.

ARTICLE 5 **EMPLOYEE RIGHTS**

- A. The Board agrees that every employee shall have the right freely to organize, join and support the Association with the purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 of the Public Laws of 1974 of the State of New Jersey or the Constitutions of New Jersey and the United States. The Board further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, the employee's participation in any lawful activity of the Association, collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of such person in office, position or employment or the salary or any increments pertaining thereto, then such teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have someone present to advise or represent the teacher during such meeting or interview.

ARTICLE 6
ASSOCIATION RIGHTS

- A. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided, however, that in no event shall this be deemed to confer upon the Association or its representatives the right to transact business during the school day and provided, further, that written permission to conduct business on the school property shall first have been obtained from the Business Administrator.
- B. The rights granted pursuant to Subparagraph A. of this Article shall be deemed to include the right to use school facilities for meetings of the Association.
- C. Any use by the Association or its representatives of the school facilities pursuant to this Article shall be subject to the requirement that the Association shall be responsible for the payment of any extra maintenance and similar costs in connection with such use in accordance with existing Board policy.
- D. The Association shall have the use of a bulletin board in the faculty lounge. Should the Administration object to any posted material, the Association agrees after notice of such objection that objectionable material shall be removed provided, however, that nothing herein contained shall prohibit the Association or its members from asserting a grievance pursuant to the provisions of this Agreement with respect to the removal of such material.
- E. The Association shall have the right to use the intra-school mail facilities and the school mail boxes with the prior written approval of the Superintendent.
- F. The Association shall have the right to use school equipment, including typewriters, mimeograph machines and other duplicating equipment, calculating machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided, however, that the prior approval of the Business Administrator shall have been obtained in writing and that the Association shall pay the reasonable cost of all materials and supplies incident to such use.
- G. Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may obtain such documents as the Board is required by law to release and to make available to the public.
- H. The Board shall supply the Association with a copy of each changed form and policy affecting unit members. There shall be no charge to the Association for these copies.

ARTICLE 7
PROTECTION OF EMPLOYEES

- A. **TEACHERS AND INSTRUCTIONAL AIDES**
 - 1. Whenever any civil action has been brought or shall be brought against any teacher or instructional aide for any act or omission arising out of and in the course of the performance of the duties of such teacher or instructional aide, the Board shall defray the cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect

such teacher or instructional aide from any financial loss resulting therefrom. This subparagraph shall apply to the use of automobiles in the performance of personnel's duties provided, however, that the use of such automobile shall have been authorized in writing in advance by the Superintendent.

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

B. SECRETARIAL EMPLOYEES

1. Whenever any action is brought against a secretarial employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect the employee's employment or salary status, the Board of Education shall reimburse the employee for the cost of the defense if the action is dismissed or results in a final decision in favor of the employee.
2. The Board shall give full support including legal and other assistance for any assault upon secretarial employees while acting in the discharge of their duties.

C. CUSTODIAL AND MAINTENANCE EMPLOYEES

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

D. ALL EMPLOYEES

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

E. TEACHERS, INSTRUCTIONAL AIDES AND SECRETARIAL EMPLOYEES

Should any criminal action be instituted against any secretary or teacher or instructional aide for any act or omission arising out of the performance of the duties of such teacher, instructional aide or secretarial employee and such proceeding is dismissed or results in a final disposition in favor of such teacher or secretarial employee or instructional aide, the

Board of Education shall reimburse the employee for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE 8 **SCHOOL CALENDAR**

- A. The Superintendent shall solicit the views of the SEA-Liaison Committee concerning vacations and holidays before the adoption of the school calendar provided, however, that the Board reserves the right to make a final decision with respect to the school calendar.
 - 1. The teacher work year is 187 days. If the student year does not exceed 180 days, the teacher year will not exceed 186 days.
 - 2. New teachers may be required to attend up to five (5) additional days prior to September 1. These additional days shall be for orientation and in-service purposes. These days may be scheduled beginning August 20 or later.
- B. The parties recognize the desirability, where possible, of coordination of said calendar with the calendars of the elementary school of the Board's constituent districts.

ARTICLE 9 **EMPLOYMENT**

- A. The Board agrees to employ for instructional purposes only persons properly certified by the appropriate State agency for such purposes. The Board shall notify the Association in writing within five (5) work days of a Board action hiring any person for any unit position. Notification shall include: name, job title, step with salary, work year, work day, and shift, when applicable. This provision does not extend to Board appointments under Schedules E through I of the Agreement. Nothing in the notice to the SEA can operate to remove from the Board the authority over working conditions consistent with the parties Agreement.

The Board shall notify the Association in writing of all job postings. An inadvertent failure of the Board to notify the Association of the posting of a position or the Association's failure to receive said notification (e.g. through E-mail notification) shall not result in a rescission of an appointment to a position or the re-posting of a position.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than the date set by statute.
- C. All teachers will be given written notice of their class level, ability grouping and subject assignments and duty assignments for the following school year at the earliest possible date after the issuance of teachers' contracts and letters, but not later than the last student day. Such assignments shall be subject to change if circumstances warrant, in which event the affected teacher shall be promptly notified.
- D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established by the Board.

- E. If the Board plans to split contracted position(s), the S.E.A. will be notified in advance of any such change and brought in to discuss the proposed change and its ramifications prior to the change.

ARTICLE 10
FAIR DISMISSAL PROCEDURE

- A. On or before the date set by statute of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either
 - 1. A written offer of a contract for employment for the next succeeding year, providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 - 2. A written notice that such employment shall not be offered.
- B. Should the Board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered as provided in Paragraph A. of this Article, then the Board shall be deemed to have offered to such teaching staff member continued employment for the next succeeding school year upon the same terms and conditions, but with such increases in salary as may be required by law or policies of the Board.
- C. If such teacher desires to accept such employment, the teacher shall notify the Board of such acceptance in writing, which may be in the form of a signed contract, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue employment of such teacher.
- D.
 - 1. Whenever a custodian has requested in writing and has received a written statement of reasons for non-reemployment, such custodian may request in writing an informal appearance before the Board of Education. Such written request must be submitted to the Business Administrator within ten (10) work days of receipt of the Board's statement of reasons.
 - 2. Such an informal appearance shall be scheduled within thirty (30) work days from receipt of the Board's statement of reasons.
 - 3. A custodian's appearance before the Board of Education shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the employee to convince the members of the committee to offer reemployment.
 - 4. The custodian may be accompanied by a chosen representative.
 - 5. Within three (3) working days following the informal appearance, the Board of Education shall notify the affected custodian, in writing, of its final determination.

ARTICLE 11
TEACHER WORK DAY

- A.
1. There shall be an eight and one-half (8-1/2) period day.
 2. Teachers shall be required to sign the arrival log in the General Office no later than ten (10) minutes prior to the students (7:40 a.m. on regular days). On non-scheduled delayed opening days, teachers and instructional aides may not be required to report to work more than 45 minutes before the student reporting time and, in no event, no earlier than they are required to report on a day with a normal opening time.
 3. Teachers shall be required to be at their assigned posts five (5) minutes prior to the students' arrival in homeroom or the opening period of the day if homeroom is not the first session of the day (7:50 a.m. on regular days).
 4.
 - a. Teachers shall be permitted to leave 18 minutes after the close of the students' normal school day, with the exceptions set forth in d. and 5. below.
 - b. On Fridays and on days preceding holidays and vacations, the teachers' day shall end 10 minutes after the students' school day.
 - c. Abbreviated student days designated as in-service or workshops are considered full teacher days and dismissal shall be at the time which teachers would normally be dismissed under a. above.
 - d.
 - (1) There shall be ten (10) monthly faculty meetings.
 - (2) There shall also be ten (10) other monthly meetings. The purpose of this time is for staff meetings, parent/teacher meetings, supervisor/teacher meetings, student tutoring and related instructional activities.
 - (3) Meetings under (1) and (2) shall start no later than fifteen (15) minutes after student dismissal and last no longer than forty-five (45) minutes.
 5. However, teachers shall make themselves available in a professional manner to consult with students needing or requesting additional instruction or assistance immediately beyond the eighteen (18) minute period described above.
 6. Periods shall be forty-one (41) minutes in length.
 7. Except for 8. below, the normal teacher day shall consist of five (5) teaching periods, one (1) lunch period, one (1) duty period and one (1) prep period. For 72 half periods a year or 36 full periods per year, or any combination thereof, each teacher not covered by 8. below shall be available for student tutoring on a schedule developed by the Administration. There shall be an ad hoc Administration Association Committee to study the best ways to utilize Article 11. A. 7 time periods.

8. Four (4) teachers are assigned to each twenty-five (25) minute student lunch period as a duty. During one-half of the school year, these teachers shall be provided with one (1) additional full prep period. During the other half of the school year, these teachers shall be assigned to one (1) additional full duty period.
 9. A teacher shall not be required to teach more than twenty-five (25) instructional periods per week, except as required by present practice. It is agreed that teachers may voluntarily accept assignment to additional instructional periods. Neither the Association nor the Administration shall interfere or discourage the intent of this paragraph.
 10. On days when the Co-op Coordinator does not visit job sites or observe students at job sites during school hours, they shall remain in the building on the same basis as other teachers and perform professional duties as described in Article 11 in the Agreement and as follows: All co-op teachers will be responsible for 30 periods per week, which includes two (2) periods of outside observations/conferences for every one (1) co-op class period. The observation/conferences will take place during the released periods. If observations/conferences are conducted after school hours, the co-op coordinator may be released earlier. Summer work for co-op coordinators is subject to approval from the administration and paid at the rate found in Schedule I of the Agreement for Summer CO-OP positions. When a Coordinator does visit job sites or observe students at job sites during school hours, he/she shall sign-out in the Principal's office. Coordinators shall not be assigned duties unrelated to their responsibilities as Coordinators.
- B. Teachers shall have a daily duty-free lunch equal to the length of a regular class period. Teachers shall also have a daily free period for preparation equal to the length of the regular class period.
 - C. Employees may leave the building without requesting permission during such periods provided, however, that the Administration must be notified of such absence in advance.
 - D. If the Board makes a determination that block scheduling will be instituted as of September 1, 1998, or later, these shall be the work day agreements of the parties concerning classroom teachers:
 1. There shall be four blocks plus two smaller periods, one (1) a duty free lunch and one (1) an assignment, on a regular day.
 2. Teachers shall be required to sign the arrival log in the General Office no later than ten (10) minutes prior to the students (7:40 a.m. on regular days).
 3. Teachers shall be required to be at their assigned posts five (5) minutes prior to the students' arrival in the opening period of the day (7:50 a.m. on regular days). On non-scheduled delayed opening days, teachers and instructional aides may not be required to report to work more than 45 minutes before the student reporting time and, in no event, no earlier than they are required to report on a day with a normal opening time.
 4. a. Teachers shall be permitted to leave 18 minutes after the close of the students' normal school day, with the exceptions set forth in d. and 5. below.

- b. On Fridays and on days preceding holidays and vacations, the teachers' day shall end 10 minutes after the students' school day.
 - c. Abbreviated student days designated as in-service or workshops are considered full teacher days and dismissal shall be at the time which teachers would normally be dismissed under a. above.
 - d. Annually there shall be twenty (20) meetings for staff after school. These meetings shall start no later than fifteen (15) minutes after student dismissal and last no longer than forty-five (45) minutes.
5. However, teachers shall make themselves available in a professional manner to consult with students needing or requesting additional instruction or assistance immediately beyond the eighteen (18) minute period described above.
6. Periods shall be 80 minutes in length except for **one block** which is 85 minutes and two (2) separate smaller blocks of 25 minutes each.
7. The normal teacher day shall consist of the following:
- a. In one of the semesters: three (3) teaching blocks and one (1) prep block, (one [1] of 85 minutes and three [3] of 80 minutes); one (1) 25 minute period for a duty free lunch, and one (1) 25 minute assignment period.
 - b. In the other semester: two (2) teaching blocks, one (1) prep block, one duty block (one [1] of 85 minutes and three [3] of 80 minutes); one (1) 25 minute period for a duty free lunch, and one (1) 25 minute assignment period.
 - c. Any classroom teacher beginning work in the District on or after September 1, 2009, may be assigned the following schedule in both semesters: three (3) teaching blocks and one (1) prep block, (one [1] of 85 minutes and three [3] of 80 minutes); one (1) 25 minute period for a duty free lunch, and one (1) 25 minute assignment period.
 - d. 40 minute and 25 minute classes will be scheduled for educational remedial purposes (i.e. HSPA, Basic Skills, etc.)
8. A minimum of four (4) teachers will be assigned to each twenty-five (25) minute student lunch period as their 25 minute assignment period. Teachers interested in cafeteria supervision for the following year shall file a written notice of interest with the Principal by May 1st. The Administration will seek volunteers before involuntarily assigning to this supervision. Cafeteria supervision shall be assigned on an equitable rotating basis from among the teaching staff who do not volunteer, excluding: School Nurse, Librarian, Guidance Counselors, Co-op Coordinator(s), Substance Awareness Coordinator(s) and members of the Youth Study Team. In addition, if a teacher elects to teach six (6) blocks, he/she is excused from cafeteria supervision.
9. With the exception of the teachers under D. 7. c. above, a teacher shall not be required to teach more than five (5) blocks a year (three [3] blocks in one semester and two [2] blocks in the other semester. It is agreed that teachers may volunteer to accept a sixth block in lieu of having a prep period. Any volunteer assigned and

teaching a sixth block shall receive an annual payment for that year of \$8,000. Neither the Association nor the Administration shall interfere or discourage the intent of this paragraph.

10. Effective July 1, 2006, full-time teachers shall receive preparation time on any full school day which is equal in minutes to the length of a regular class block. While preparation time need not be scheduled consecutively, a full-time teacher shall be provided with no period of preparation time less than 40 consecutive minutes in length. The Board agrees that a full-time teacher shall have, in at least three of every six semesters under block scheduling, his/her preparation period immediately precede or immediately follow his/her lunch period. The Board also agrees that, as a goal, it will make every reasonable effort, consistent with sound educational decisions, to schedule a full-time teacher so that, in at least two of every four semesters under block scheduling, his/her preparation period immediately precede or immediately follow his/her lunch period.
11. Employees may leave the building without requesting permission during non-assigned time provided, however, the Administration must be notified of such absence in advance.
12. Part-time teachers under block scheduling
 - a. Teaching two (2) blocks per semester: one (1) lunch period and one (1) prep period and is paid at 6/8ths of applicable guide rate.
 - b. Teaching two (2) blocks one semester and one (1) block the other semester: one (1) lunch period and one (1) prep period in the two block teaching semester; and, no lunch period and no prep period in the one block teaching semester. Such a teacher is paid at 4/8ths of applicable guide rate.
 - c. Teaching one block each semester: no lunch period and no prep period in either semester. Such a teacher is paid at 2/8ths of applicable guide rate.
 - d. Teaching two (2) blocks in one semester and no blocks in the other semester: one (1) lunch period and one (1) prep period in the teaching block semester. Such a teacher is paid at 3/8ths of applicable guide rate.
 - e. Teaching one block in one semester: no lunch period and no prep period. Such a teacher is paid at 1/8ths of applicable guide rate.
- E. In unforeseen emergency situations arising during the course of the school day, a teacher may be required to cover the class of an absent teacher. When a teacher loses a prep block because he/she covers a class period or duty period for an absent colleague, the teacher shall be compensated at the rate per block of \$47.15. Such compensation shall not be paid if coverage is a payback coverage.
- F. For the purposes of this Article, a teacher shall not be required to cover the class of a teacher absent for the purpose of supervising co-curricular activities.
- G. In the event of tardiness by a teacher in arriving at the assigned post within the time prescribed in Subsections A. or D. of this Article, the Board shall assess the salary of any

such teacher for services not rendered or partially rendered because of such tardiness in reporting for duty in the following manner:

1. Following the third tardiness, the Principal shall schedule, in writing, a conference with the involved teacher and shall forward a copy of the letter to the Superintendent and the Chairperson of the Board's Personnel Committee.
 2. Following the fourth tardiness, the Superintendent shall, in writing, inform the teacher of the Superintendent's intention to request the Board to impose a fine for the fifth tardiness and each successive tardiness. The Superintendent shall forward a copy of such letter to the Chairperson of the Board's Personnel Committee.
 3. Upon receipt of such letter set forth in the preceding paragraph, the teacher may request, in writing, within three (3) school days to meet with the Board of Education. If requested, such meeting shall be scheduled within three (3) school days.
 4. The Board shall make its determination within thirty (30) days of the meeting, if such meeting had been requested by the teacher; otherwise, if no such meeting had been requested, such determination shall be made by the Board no later than the second regular meeting after the receipt of the letter from the Superintendent.
 5. No assessment shall be made until the Board has made its determination. An assessment of fifteen dollars (\$15) shall be levied beginning with the fifth tardiness and every tardiness thereafter. Should the tardiness extend beyond the first scheduled period of the day, an additional thirty-two dollars (\$32) per hour or fraction thereof shall be assessed.
 6. Tardiness shall not accumulate from one school year to another. Records of tardiness shall not be retained in the employee's file beyond two (2) years.
- H. All teachers shall participate in supervising after-school student detention on an equitable, rotating basis (exclusive of Supervisors, the School Nurse, Librarian, Guidance Counselors, Internship Coordinator, Learning Disabilities Teacher Consultant, and those teachers who teach more than 25 periods per week in those subject areas where such practice has been traditional). Any teacher who performs after-school student detention supervision pursuant to the rotation shall then be entitled to leave the next school day at the end of the pupil day. No teacher shall be required to perform after-school student detention on a day preceding a holiday on the school calendar.
- In a block scheduling approach, teachers who teach a sixth block shall not be in the pool for such assignment and such assignment shall be made using volunteers first. In a non-block scheduling work day mode, the teacher overseeing the School Media Center after school shall be permitted to arrive 15 minutes before the close of Period 1. In a block scheduling mode, the arrival time shall be the same as all other teachers and the position occupant(s) shall be paid at the Homebound Instruction rate for all time worked after the close of the regular teacher work day. The position shall be posted annually.
- I. Teachers shall be required to attend two (2) scheduled evening Parent-Teacher conferences. If the teacher has no scheduled parent conferences after 7 p.m. and no parent without an appointment has arrived to meet with the teacher, the teacher may leave when the last conference concludes, but no earlier than 7 p.m. Parent-teacher conferences shall be scheduled between 6 p.m. and 8 p.m.

If a teacher is present in school but absent from the evening Parent Teacher-Conference due to illness, the teacher will be charged 1/4 sick leave day. If a teacher is present in school but absent from the evening Parent Teacher-Conference due to personal reasons, the teacher will be charged 1/2 personal leave day.

- J. Teachers shall be required to attend two (2) Back-to-School Nights, one in the fall and one in the Spring. The maximum meeting length shall be two (2) hours.

If a teacher is present in school but absent from the Back-to-School night due to illness, the teacher will be charged 1/4 sick leave day. If a teacher is present in school but absent from the evening Back-to-School Night due to personal reasons, the teacher will be charged 1/2 personal leave day.

Teachers will report at the late opening time (9:00 a.m.) the day following the above evening event

- K. Teachers shall be required to attend Graduation and one (1) additional student activity each year. The Administration shall distribute a list of all possible activities for the year at the beginning of the school year. The teacher shall return the list indicating the five (5) he/she would prefer to be assigned to. The Administration shall adhere to this list to the extent possible. If there are insufficient teachers indicating a preferred activity, the Administration may assign a teacher(s) to that activity.

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

- M. Counselors shall attend four (4) evening activities assigned by the Administration which may include parent-teacher conferences or other student activities. Counselors are not covered by the provisions of I. and K. above.

- N. The Board of Education will make every reasonable effort to institute an abbreviated day schedule when there is an emergency similar to the one which occurred on February 26, 1998 when a fire alarm malfunctioned.

- O. If the Board and Administration determine that there is need for the scheduling of teacher outside the regular day under Article 11, D., the Board shall:

1. Inform the SEA, through the administration, of the differing schedule prior to its posting;
2. Post the differing schedule and invite applications from qualified teachers on staff ("qualified" includes certification and/or endorsement requirements). Said posting shall be for at least ten (10) days prior to the application deadline;
3. Abide by all agreements between the parties as to terms and conditions of employment set forth in Article 11, D., except for the school arrival time set forth in D. 2. and post arrival time set forth in D. 3. If the appointed teacher's schedule begins earlier than the arrival time set forth in D. 2., he/she is not obligated to attend

meetings under the terms of D. 4. d. If the appointed teacher's schedule extends beyond the normal dismissal time for other teacher, he/she may not be able to attend such after-school meetings. In no case, shall the work day for the teacher so assigned be longer than the work day for all other full-time teachers.

P. Homebound Instruction

1. The rate is set forth in Schedule J.
2. The administration will survey the staff in writing at the beginning of September and again at the end of January to determine whether a teacher:
 - a. is not interested in providing any homebound instruction during the upcoming semester
 - b. is interested in providing homebound instruction only to his/her students
 - c. is interested in providing homebound instruction to any student

It is understood that responses b. and c. indicate interest, not a specific volunteering for homebound instruction.

3. When there is a need for homebound instruction which occurs outside the regular work day, the administration will:
 - a. approach the teacher of the student if he/she has not replied under 2. above to determine if that teacher is willing to provide the instruction;
 - b. in the event that that teacher is not willing to provide the instruction, the administration will make the homebound instruction opportunity available to members of the department who have indicated that they are interested under 2. c. above;
 - c. in the event that that no department teacher is willing to provide the instruction, the administration will make the homebound instruction opportunity available to all teachers qualified to provide the instruction who have indicated that they are interested under 2. c. above

Note: teachers who have indicated that they are not interested in providing homebound instruction in the semester will not be contacted with respect to homebound instruction opportunities.

4. If a certified person who is not a member of the SEA unit is appointed to provide said instruction, payment shall be at the rate negotiated between the Board and the SEA.

R. PRIDE Program

1. The Pride Program will operate from 3:00 p.m. until 7:15 p.m. Monday through Friday.

2. Teachers assigned to work in the PRIDE program as an extra class will be compensated according to D. 9. above.
3. Teachers who volunteer to work in the PRIDE program as an extra class shall be paid at the following rate: \$41.80 per hour for every assigned PRIDE program hour.
4. Instructional aides assigned to work in the PRIDE program beyond their regular work day shall be compensated at \$20.90 per hour.
5. The administration will survey the staff in writing at the beginning of June to determine whether a teacher or instructional aide is interested in volunteering to work in the PRIDE Program during the following school year.
6. Teacher assigned to the extended day under 1. above shall not be required to attend morning in-service programs. The principal will be responsible to provide such a teacher with the in-service information covered.
7. The PRIDE Program shall follow the school calendar as it pertains to holidays and school closings. Schedules may be changed pending circumstances such as delayed openings, early closings, in-service days, etc.

ARTICLE 12
SECRETARIAL, CUSTODIAL/MAINTENANCE WORK YEAR,
INCLUDING HOLIDAYS AND VACATION

A. Inclement Weather

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

B. Holidays

1. Secretarial employees shall be granted the following ten designated holidays annually:
 - a. July 4 (for 12-month employees only),
 - b. Labor Day,
 - c. Columbus Day,
 - d. Thanksgiving,
 - e. Day After Thanksgiving,
 - f. Martin Luther King Day,
 - g. Presidents' Day,
 - h. Good Friday,
 - i. Easter Monday
 - j. Memorial Day.

In addition, secretaries shall receive the same Winter recess as the teaching staff.

In addition, there shall be two (2) "floater days" which will be scheduled as agreed to by the employee, her immediate supervisor. The prerogative for selecting the day after New Year's shall be negated if school is in session.

2. Whenever any of the holidays in 1. above falls on a Saturday or Sunday, the holiday will be scheduled as agreed to by the secretarial, custodial and maintenance employee and the immediate supervisor and approved by the Business Administrator.
3. Twelve (12) month custodial and maintenance employees shall be granted 13 paid holidays annually as follows:
 - a. Fourth of July
 - b. Labor Day
 - c. Thanksgiving or the Friday after Thanksgiving
(depending on whether there is a home football game)
 - d. Christmas Day
 - e. New Year's Eve or Christmas Eve
 - f. New Year's Day
 - g. Martin Luther King Day
 - h. President's Day
 - i. Good Friday or Easter Monday
 - j. Memorial Day
 - k. Employee's Birthday
 - l. Two (2) additional days to be granted.

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

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

C. Vacation

1. Vacation eligibility shall be determined as of June 30 of each year and earned vacation credited on July 1.
2. Secretarial, custodial and maintenance employees who have completed one (1) year of employment as of July 1 in any year shall receive ten (10) days vacation.
3. Secretarial, custodial and maintenance employees hired after July 1, 1986, shall receive fifteen (15) days vacation after the completion of 120 months of continuous employment. Secretarial, custodial and maintenance employees hired after July 1, 1986, shall receive 16 days vacation after the completion of 180 months of continuous employment.
4. Secretarial employees initially employed between July 1 and September 30 of a given year will be granted ten (10) working days of paid vacation as of July 1 of the following year. Secretarial employees initially employed after September 30 shall be granted one (1) day per month for paid vacation as of July 1 of the following year.

5. Custodial and maintenance employees who have less than one (1) year service as of June 30 shall earn vacation at the rate of 5/6th day per month not to exceed ten (10) working days as of July 1 of the following year.
 6.
 - a. All custodial and maintenance employees shall take two (2) weeks vacation during the months of July or August or the last week of June. The two (2) weeks may not necessarily be consecutive. Determinations shall be made by seniority.
 - b. Should the services of one or more custodian or maintenance employee be required during the common vacation week, such determination of who shall work will be made on the basis of volunteers. Should no custodian or maintenance volunteer, an individual(s) shall be assigned to work by the Business Administrator.
 - c. Secretaries shall take vacation when students are not present in school. The vacation schedule shall be approved by the Business Administrator. Exceptions to this limit may be granted by the Business Administrator, whose determination is not arbitrable.
 7. Except as outlined in 6 above, vacation time shall be scheduled to coordinate with the work schedule to the approval of the Business Administrator. Such approval shall not be arbitrarily withheld.
 8. Vacation requests of custodial and maintenance employees are to be submitted to the Supervisor of Buildings and Grounds and vacation requests of secretarial employees are to be submitted to the Business Administrator.
 9. Vacation time accrued to the date of termination of employment will be determined by years of service and prorated according to the length of time employed on the current contract year. (Example: If an employee who is eligible for ten (10) days vacation time annually elects to terminate employment after six months of a contract year, the employee will be granted five (5) days vacation prior to termination of services.)
- D. On a voluntary basis, ten (10) month secretaries shall begin their work year two (2) non-holiday, weekdays before teachers return to work. Secretaries who work these days shall be paid for them at the per diem rate or shall receive compensatory time for these days.
- E. Secretaries, custodians and maintenance employees may attend a contract ratification meeting for up to one (1) and a half hours without loss of pay.

ARTICLE 13
CUSTODIANS', MAINTENANCE AND SECRETARIES'
WORK WEEK, WORK DAY AND OVERTIME

- A.
 1. The normal work week of custodial and maintenance employees is forty (40) hours, composed of five (5) eight (8) hour days.
 2. Working hours shall be assigned by the Supervisor of Buildings and Grounds.

- B.
 - 1. The normal work week of secretarial employees is 35 and ½ hours. The work week shall be Monday through Friday.
 - 2. On the work day prior to Christmas, Easter and Thanksgiving, secretaries may leave thirty minutes after teachers.
 - 3. During the months of July and August, the normal work week of secretarial employees is 35 hours.
 - 4. Secretarial employees shall not be required to work before 7 a.m. or past 5 p.m. except in overtime situations as set forth in H. below.
 - 5. Working hours shall be assigned by the employee's immediate supervisor.
- C. Secretarial employees shall be entitled to a one (1) hour lunch period. On days when school is closed, secretarial employees are permitted to take a one-half (1/2) hour lunch period and leave one-half (1/2) hour early with the approval of their immediate supervisor.
- D. Secretarial employees shall be entitled to a morning break not to exceed fifteen (15) minutes.
- E. Full-time custodial and maintenance employees shall be entitled to one (1) break of fifteen (15) minutes during each full shift.
- F. On days when school is closed, custodial and maintenance employees will work the day shift depending on the work load and the schedule of school activities.
- G. The contract year for all ten (10) month secretarial employees shall be September 1 through June 30. The contract year for all twelve (12) month secretarial employees shall be July 1 through June 30.
- H. Overtime
 - 1. Work in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the employee's hourly rate as defined in I. below.
 - 2. Time worked between the 35th and 40th hours shall be paid at the regular hourly rate for secretarial employees.
 - 3. Work performed by a secretarial employee on Saturdays, Sundays and holidays shall be compensated at one and one-half times the employee's hourly rate. Work performed by a custodial and maintenance employee on Sundays shall be compensated at two (2) times the employee's hourly rate. Work performed by a custodial and maintenance employee on a legal holiday shall be compensated at two and one-half times the employee's hourly rate.
 - 4. Overtime under 1. and 3. above shall not be pyramided.
 - 5. Any time worked over 35 hours in a week by a secretarial employee shall be approved in advance by the secretary's immediate supervisor and the Business Administrator. Any time worked over 40 hours in a week by a custodial/

maintenance employee shall be approved in advance by the custodian/maintenance employee's immediate supervisor.

6. Overtime for secretarial employees shall be considered voluntary. If no secretarial employee volunteers to work when overtime is required, the employee's immediate supervisor shall designate an employee(s) to work overtime as needed.
 7. When a custodial and maintenance employee is called in and works overtime which is not immediately before or immediately after the employee's regular scheduled work day, such employee shall receive a minimum of two (2) hours pay.
 8. There shall be no erosion of assigned overtime for normally-scheduled full-time custodian and maintenance duties involving such activities as school dances, football and basketball games and school-sponsored fund-raising activities as a result of the hiring of part-time custodians.
- I. The term "hourly rate", when used in this Agreement, is defined as the base annual salary divided by 2080 hours if a custodial and maintenance employee, by 1820 hours if a twelve (12) month secretarial employee, or by 1517 hours if a ten (10) month secretarial employee.
 - J. Custodial and maintenance employees are required to punch in every time they report for work and punch out each time they leave the property on other than school business. They shall also punch out and in for lunch breaks.
 - K. When the District assigns a custodial or maintenance employee to carry out the supervisory duties in the absence of the supervisor, the employee shall be paid \$4.00 per hour over his/her normal hourly rate for all such hours.
 - L. Effective as of September 28, 1998, there will be no "swap time" approach available to custodial/maintenance employees in the S.E.A. unit.
 - M. On non-scheduled delayed opening days, secretaries may not be required to report to work more than 30 minutes before the teacher reporting time and, in no event, no earlier than they are required to report on a day with a normal opening time.
 - N. The Secretary to the Vice Principal is a 10 month position. The secretary shall work a minimum of five (5) days in the summer the week before school opens and be paid on a per diem basis

ARTICLE 14 **VOLUNTARY REASSIGNMENT**

- A. The Superintendent shall deliver to the Association and shall post on the Association's bulletin board by May 15 a tentative list which may be changed if circumstances warrant, of positions expected to be available for the following school year. Such list shall contain the minimum requirements for such positions in order to enable interested **unit members** teachers to determine whether they would meet those minimum requirements before making application for reassignment. Thereafter, teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Principal specifying the desired change. The Board covenants to give consideration to the desires of the teachers as so expressed in formulating assignments for the following school year

provided, however, that nothing herein contained shall prohibit the Board's exercise of its discretion in good faith in making teacher assignments.

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

ARTICLE 15 **INVOLUNTARY REASSIGNMENT**

- A. Notice of an involuntary reassignment shall be given to the teacher affected as soon as practical. No vacancy shall be filled by means of involuntary reassignment if there is a qualified volunteer available to fill said position. A determination as to the qualification of such applicant shall be made by the Principal. The determination of whether a volunteer is qualified is solely a matter of Administration-Board discretion and is not grievable under this contract.
- B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and other relevant factors may be considered in determining which teacher is to be transferred or reassigned.
- C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the reassignment at this meeting and upon the request of the teacher, the Superintendent shall meet with the teacher who may opt to have an Association representative present at such meeting.
- D. Teachers given notice of involuntary reassignment shall have the right to file promptly a written statement of preference for any other existing vacancy for consideration in accordance with Article 14, A.

ARTICLE 16 **PROMOTIONS**

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

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

B. Teachers

1. Teachers who desire to apply for such promotional positions shall submit to the Superintendent a written application which shall be kept on file and given consideration in the filling of the promotional positions and any similar positions as may be described in the said writing until such writing may be requested to be withdrawn by the teacher filing it.
2. All qualified teachers shall be given fifteen (15) days from the posting of notice to make application, and no position shall be filled until all properly submitted applications have been considered. During summer recess, teachers shall have twenty (20) days from the mailing of notice of the opening to the Association's designated representative. The Association agrees to notify the Board Office by the close of school each year of the name and address of its representative.

The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference may be given to qualified teachers already employed by the Board; and when all other factors are substantially equal, length of service in the district may be the deciding factor.

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

C. Custodians

1. Custodians who desire to apply for promotional positions in A. above shall submit to the Business Administrator a written application which shall be kept on file by the Business Administrator and given consideration in the filling of the promotional positions and any similar positions as may be described in the said writing until such writing may be requested to be withdrawn by the custodian filing it.
2. All qualified custodians shall be given fifteen (15) work days from the posting of notice to make application and no position shall be filled until all properly submitted applications have been considered.

D. Secretaries

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

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

ARTICLE 17 **NON-TEACHING DUTIES**

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

ARTICLE 18 **SICK LEAVE**

- A. All ten (10) month unit members shall be granted a yearly sick leave of ten (10) days to be used only for illness.
- B. All twelve (12) month unit members shall be granted a yearly sick leave of twelve (12) days to be used only for illness.
- C. Employees hired after the commencement of the respective work year shall receive a prorated yearly sick leave based on one (1) day per each month remaining in the work year except that in no case shall employees under A. above receive more than ten (10) sick leave days in any year. The sick leave of unit members who work less than five (5) days per week shall be prorated.
- D. All sick leave days not utilized within a work year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- E. If an employee is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent or Business Administrator, respectively.
- F. Teachers shall notify the Principal's office or answering service of absence due to the illness as early as possible, but not later than 7 a.m. on the morning of the absence. Notification should be made prior to 10:30 p.m. of the evening preceding the absence, when possible, as directed.
- G. Custodial/maintenance employees shall notify the Supervisor of absence due to illness as early as possible. If the Supervisor is unavailable, the employee shall notify the Business Administrator.
- H. Secretarial employees shall notify their immediate Supervisor of absence due to illness as early as possible but not later than 7:30 a.m. the morning of the absence. Notification should be made the evening preceding the absence when possible as directed.

- I. Upon termination of employment, an employee may request and the Board shall grant a certificate stating the employee's unused accumulated sick leave.
- J. Reemployment by the Board of an employee within one (1) year of prior termination of employment shall reinstate past accumulated sick leave provided, however, that nothing herein contained shall affect the rights of an employee on authorized leave of absence.
- K. The total accumulated sick leave which has accrued to each employee, whether through prior unused annual sick leave or unused personal days by prior contractual arrangement, shall be calculated as of June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment on retirement or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave.
 - 1. All accumulated unused sick leave which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement.
 - 2. All accumulated unused sick leave which had accrued on or after July 1, 1977, through unused annual sick leave only.

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

- L. 1. Upon retirement, after 15 years of service to Sterling, every teacher shall be paid at the following relevant rate per day times the number of accumulated sick leave days:

Through 125 days	Beyond 125 days
\$43.89	\$50.17

- 2. Upon retirement, after 15 years of service to Sterling, every secretary and custodial/maintenance employee shall be paid at the following relevant rate per day times the number of accumulated sick leave days:

Through 125 days	Beyond 125 days
\$29.29	\$33.45

- 3. If retirement notification is given in writing to the Board prior to the February 1st prior to the retirement, payment under 1. and 2. shall be made to the employee on the first regularly scheduled payday of the month following the effective date of retirement or on either of the following two January 1sts, at the employee's choice. If retirement notification is given in writing to the Board on or after the February 1st prior to the retirement, payment under 1. and 2. shall be made to the employee on the first regularly scheduled payday of the second July following the effective date of retirement, or on the 2nd January 1st, at the employee's choice. If an employee who

has given written notice of retirement passes away, payment will be to the estate of the employee under these same terms.

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

ARTICLE 19 **TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be granted five (5) days' leave for a death in the immediate family. Immediate family shall consist of husband or wife, domestic partner, mother, father, brother, sister, child or any person standing in loco parentis. Employees shall be granted two (2) days' leave for the death of an in-law or a grandchild. Employees shall be granted one (1) day leave for the death of a grandparent. Such leave shall not be deducted from sick leave.
- B. Absence of an employee due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.
- C. An employee absent on jury duty shall not be required to deduct such absence from sick leave. Such employee shall be reimbursed the difference between the prevailing rate of pay and amounts received for jury service.
- D. A teacher required to attend a court of law in connection with a matter not involving moral turpitude on the part of the teacher shall be reimbursed full pay. Reimbursement shall also be made with respect to any such matter involving a charge involving moral turpitude on the part of the teacher, if the teacher is finally acquitted of the charge. An absence for such reason shall not be considered a part of sick leave.

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

- E. All employees shall be eligible for four (4) personal days, except secretaries with fewer than five (5) years of District service who shall be eligible for three (3) days of personal leave, after 24 hours' notice with pay in each work year in the following manner:
 1. Employees shall be granted two (2) personal leave days for any of the following stated reasons:
 - a. Personal
 - b. Legal matters
 - c. Death of an immediate or distant member of the family
 - d. Accident
 - e. Settlement of the permanent residence or one (1) second or vacation home
 - f. Religious observance
 - g. Educational matters
 2. The remaining two (2) days under E. 1. (the remaining one (1) day for secretaries with fewer than five (5) years of District service) will be granted with pay at the discretion of the Principal (professional staff) or the Business Administrator (secretaries and custodial/maintenance employee) respectively, for absence for personal business.

3. Among the bases that discretionary personal leave under E. 2. above may be granted, shall be serious illness in the immediate family. "Immediate family" is defined in Article 19 A. In all such cases, medical certification must be provided.
 4.
 - a. The four (4) days (or three (3) for secretaries) with fewer than five (5) years of District service) specified herein for personal leave shall not be cumulative if not used in the year granted except in those conditions listed below under b. or c. below. Personal leave may be used for illness in the year granted provided that such employee has exhausted annual sick leave and all accumulated sick leave.
 - b. Unused personal leave may also be used in future years for illness provided that the employee has exhausted all annual sick leave and all accumulated sick leave. However, from and after July 1, 1977, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the employee has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave" as defined in Article 18, K. for purposes of any future legislation mandating payment on retirement or otherwise for accumulated unused sick leave. It is the intention of this subparagraph that from and after July 1, 1977, a separate record shall be maintained for "unused personal days" which accrue after July 1, 1977, and are eligible for use in future years for illness in the event that an employee has exhausted all annual and accumulated sick leave but that such record of "unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.
 - c. At the employee's option annually, he/she may either continue to convert unused personal leave to sick leave as currently defined in b. above or convert unused personal leave to accumulated sick leave which may be used as sick leave and may be reimbursed under the terms of Article 18, L. 1. and 2. at the following rate:

$$4 \text{ unused personal leave days} = 2 \text{ accumulated sick leave days}$$

$$2 \text{ or } 3 \text{ unused personal leave days} = 1 \text{ accumulated sick leave day}$$
 5. The personal leave of unit members who work less than five (5) days per week shall be prorated to the nearest half day.
- F.
1. Absences of teachers beyond those allowable pursuant to this article may be granted by the Board, in its discretion, in which event deductions will be made at the rate of one two-hundredths of the annual salary (in the case of 10-month personnel) and one two-hundredths and fiftieth of the annual salary (in the case of 12-month personnel) per day of absence.
 2. Absences of secretaries and custodial/maintenance employees beyond those allowable pursuant to this Article may be granted by the Board, in its discretion, in which event deductions will be made at the hourly rate set forth in Article 13, I.

ARTICLE 20
EXTENDED LEAVES OF ABSENCE

A. Child Rearing Leave

1. Any regularly appointed employee should notify the Superintendent of pregnancy as soon as it is medically confirmed but not later than 60 days prior to the expected birth.
2. The Board shall not remove any employee from her duties during pregnancy except on any one of the following bases:
 - a. the pregnant employee fails to produce a certification from a physician that the employee is medically able to continue teaching; or
 - b. the Board of Education's physician and employee's physician agree that the employee cannot continue teaching; or
 - c. following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation, in which case a third impartial physician agreed upon by the employee and the Board shall be appointed to examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
 - d. Just Cause:
Any other "just cause" as defined in N.J.S.A. Title 18A.
3. The Board shall grant child rearing leaves of absence without pay to employees under the following terms and conditions:
 - a. Any employee seeking such leave of absence shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of the requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which may be any time prior to birth.
 - b. Any employee may return to work within the school year in which leave begins provided it has been requested to do so in the application for a leave of absence and shall have specified the month when return is desired. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenured teacher, secretary, or custodian granted a leave of absence with a return date during the same school year

who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if application is made at least three weeks prior to the commencement date of leave of absence and subject to the provisions of Paragraph A. 3. d. of this Article.

- c. The Board shall not be required to extend the leave of non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for reemployment for the following year.
 - d. Any tenured employee may return to work subsequent to the school year in which leave begins provided such request was included in the application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two work years following the work year in which leave commences provided such employee has given the Board written notice of intention to do so not less than six (6) months prior to the beginning of the work year in which return is desired.
4. Except as otherwise provided in this Article, no tenured or non-tenured employee shall be barred from returning to work after the birth of a child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from a physician saying that the employee is physically capable of resuming full duties provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in Paragraph A. 2. b.(3) of this Article.
 5. Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which return from such leave occurs) provided at least five (5) months of work has been completed during the school year in which the leave commences.

B. Military Leave

1. Any employee who shall enter the active military or naval services of the United States shall be granted a leave of absence without pay for the period of such service and for a further period of three (3) months after receiving discharge from such service. Employees returning from such service shall be reemployed for the school year next commencing after termination of such leave of absence, if such employee has been honorably discharged from such service. Upon the return from military service as aforesaid, the employment of the employee before entering such service and the employment after resumption of employment following such service shall be counted in determining right to tenure in office, if otherwise eligible, as though the two periods had not been interrupted by a leave of absence. Similarly, for the purposes of determining the appropriate step on the salary scale upon which such an individual is to be placed, service prior to the leave of absence and subsequent to return to employment shall be considered as continuous service as though the same had not been interrupted by military leave provided, however, that a maximum of four (4) years credit for military service for the purposes of determining the appropriate step on the salary scale shall be granted to any employee.

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

ARTICLE 21 **SABBATICAL LEAVE**

- A. A teacher, may on recommendation of the Principal and Superintendent to the Board of Education, be granted sabbatical leave of absence for purposes of approved study for a period not exceeding one (1) year; if:
 1. The teacher has served in the State of New Jersey for ten (10) years and has been continuously employed by the Board for a period of at least seven (7) years; or
 2. The teacher has been continuously employed by the Board for a period of at least nine (9) years.
- B. A teacher on sabbatical leave shall receive one-half of the annual salary to which the teacher would have been entitled had the teacher remained in the school system that year. If the sabbatical leave is for less than one year, one-fourth (1/4) of the previous year's salary shall be payable in equal monthly installments during leave.
- C. Requests for sabbatical leave of absence shall be made to the Principal and Superintendent before November 1 for the school year commencing the following June. Teachers so requesting sabbatical leave shall be notified of the Board's action on the request by the following January 1.
- D. Prior to commencing the sabbatical leave, a teacher shall enter into a contract for return to active service in the district for a period of at least two (2) years after the expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that teacher does not return to active service provided, however, that such reimbursement shall not be required where the failure to return is due to pregnancy, total incapacity, or other incapacity of a physical or mental nature. A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.

- E. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule the teacher would have attained had the teacher remained in the district. Any additional benefits granted to regular teachers shall automatically apply to a teacher on sabbatical leave.
- F. Seven (7) teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
- G. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical leave will be given preference.
- H. All programs of study in which teachers are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully completed within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

ARTICLE 22
INSURANCE PROTECTION

- A. The Board will assume the full cost of health insurance protection for each employee and the employee's dependents for each contract year. The Board will provide to all employees a description of health care insurance coverage provided hereunder. This shall contain a description of the conditions of the coverage's and the individual limits thereof. The Board-paid plan above single insurance coverage shall be the AETNA - #019 plan. If the premium for enrollment beyond single coverage in any plan exceeds that for the AETNA #019 plan, the employee shall pay the difference by way of payroll deductions.
- B. The Board will assume the full premium cost of a prescription drug plan for employees and their eligible dependents under the New Jersey Blue Cross plan or an equivalent plan. Effective July 1, 2006, the employee co-payment shall be \$25 (brand name), \$10 (generic) and the same co-pay, as relevant, for mail order.
- C. The Board shall provide the Delta Dental Premium Plan including family coverage. The annual per employee maximum Board cost shall be the actual cost at each enrollment level for 1995-1996 plus 50% of the premium increase from 1995-1996 to each relevant years of this Agreement (2006-2007, 2007-2008 and 2008-2009).
- D.
 - 1. In order to be eligible for coverage under A., B. and C. above, the employee must work at least 25 hours per week. For the purposes of this section, the parties agree that a teacher who is paid for at least three periods is considered as to be working at least 25 hours per week.
 - 2. Under block scheduling, "25 hours per week" as referred to in 1. above is defined as any teacher who is paid at least 4/8ths of a full salary.
- E. New unit employees hired after that date who are otherwise eligible for insurance, shall receive single insurance under B. and C. above for the first three years of their employment. Said employees may buy into other enrollment levels under administrative procedures developed by the Business Office. On the first day of the month following the third anniversary of employment, the employee shall receive insurance under the same terms as all other employees with more than three years of service.

- F. There shall be a voluntary health insurance waiver plan for employees eligible to receive coverage under A, B. or C. above if the plan permits waivers.
1. Each year, the Board shall provide appropriate forms to all employees eligible to receive prescription or dental insurance. Said form will contain a final return date.
 2. Employees who voluntarily elect to waive coverage shall be entitled to receive 30% of the premium cost of the waived insurance.
 3. Payment of the monies in 2. above shall be made in July after the conclusion of the waived year.
 4. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
 5. An employee who waives coverage may re-enroll on July 1 or January 1. Re-enrollments must be made in a timely manner on a schedule devised by the Administration. If such re-enrollment occurs on January 1, there will no payment for that year.
 6. A Section 125 account must be instituted to comply with Federal and New Jersey tax laws.
- G. For all purposes under this Article, “eligible dependents” includes “domestic partners” as defined under New Jersey law.
- H. Custodians will have one (1) 60 day probationary period. Once this probationary period is over, they will be immediately eligible for health insurance.

ARTICLE 23
PROFESSIONAL DEVELOPMENT

- A. The Board recognizes that it shares with its professional staff the responsibility of upgrading and updating teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. Within the context of the State’s regulations, the Board of Education shall provide a minimum of seven (7) hours of District in-service per year which will be applicable to the teacher’s five (5) year requirement.
- B. When an employee is specifically required by the Board to take courses beyond those courses which may be required by statute or by directive of the New Jersey Department of Education, the Board shall pay for all tuition and other direct costs.
- C. Tuition Reimbursement Plan
1. There shall be a tuition reimbursement plan for all unit employees to take course work reflecting their areas of certification and/or employment.

Instructional aides who do not possess a BA/BS degree shall be eligible for tuition reimbursement up to \$500 annually for prior, approved courses in the area(s) in

which they work. Said monies for those instructional aides are separate from those set forth in C. 3. below.

2. Tuition reimbursement shall not cover administration or guidance courses.
 3. Four thousand dollars (\$4,000) will be available for each of the Summer, Fall and Spring semesters each year (a total of \$12,000 a year). Monies not expended in the Summer semester carry over to the Fall semester. Monies not expended in the Fall semester carry over to the Spring semester. Monies not expended in the Spring semester do not carry over.
 4. The reimbursement rate shall be based at the then current credit rate charged by Rowan University.
 5. An earned minimum grade of "B" average or equivalent verified by an official transcript shall be required before reimbursement is effected.
 6. Requests for such tuition reimbursement must be submitted to and approved by the Superintendent (professional staff), or Business Administrator (secretaries and custodians) and confirmed by the Board of Education. Written application for approval must be filed by June 1, in advance of Summer courses, by September 11 in advance of Fall courses and by January 1, in advance of Spring courses.
 7. If the amount of claims in a semester exceeds the available monies, reimbursement will be prorated among all eligible unit members.
- D. The following plan will be in effect for the granting of in-house credits for salary guide purposes for short-term workshops, seminars and conferences.
1. All workshops, seminars and conferences which the teacher desires to have credited toward the salary guide shall require the written, pre-approval of the Superintendent.
 2. Each full 15 hours of work in workshops, seminars or conferences approved under 1. above equal one credit. The Administration shall maintain records on hours accumulation towards the 15 hours.
 3. Credit is limited to one credit for any workshop, seminar or conference which lasts a week or less.
 4. The maximum number of credits which may be applied to the guide by an individual teacher is ten (10).
 5. No credit is granted for being a presenter at a workshop, seminar or conference.

ARTICLE 24
STUDENT DISCIPLINE

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

ARTICLE 25
AUTOMOBILE USE

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

ARTICLE 26
EMPLOYEE AND ASSOCIATION OBLIGATIONS

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

ARTICLE 27
CLASS SIZE

- A. Traditional Scheduling

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

- B. Block Scheduling

The Board acknowledges as a goal that, under block scheduling, it will strive to maintain the physical education class size limit at a maximum of 40.

ARTICLE 28
TEACHER EVALUATION

- A. Teachers shall be evaluated only by certified persons appointed by the Board for that purpose. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher involved. Observations made for the purpose of the

preparation of written analysis of a teacher's work performance shall involve continuous observation in the classroom for a period of at least twenty (20) minutes. Observation shall start at the beginning of the period, but not later than five (5) minutes after the late bell to insure a minimum of classroom disruption.

- B. All first-year teachers shall be evaluated at least four (4) times per year, with a minimum of two (2) evaluations prior to January 15 and a minimum of two (2) after January 15.
- C. All second-year and third-year teachers shall be evaluated at least three (3) times per year, with a minimum of two (2) evaluations prior to January 15 and a minimum of one (1) evaluation after January 15.
- D. All tenured teachers shall be evaluated at least twice a year, with a minimum of one (1) evaluation prior to January 15 and a minimum of one (1) after January 15 and a maximum of four (4) per year.
- E. A teacher shall be given the written analysis of any observation within five (5) days of the evaluation. Upon request, the teacher shall be granted a conference to discuss such analysis. The written analysis shall be submitted to the teacher simultaneously with its presentation to the Administration. A teacher shall have the right to submit a written answer to any written analysis which shall be reviewed by the Administration, together with the analysis. All conferences must be held in a private setting.
- F. Any complaint regarding a teacher made to any member of the Administration by any person will be promptly investigated and called to the attention of the teacher involved. A teacher shall be given an opportunity to respond to a complaint and shall have the right to be represented at any hearings held on such complaint.
- G. It is recognized that any question or criticism by a supervisor or administrator of a teacher and the instructional methodology should be made in confidence and not in the presence of a public gathering.

ARTICLE 29
CUSTODIAL, MAINTENANCE AND SECRETARIAL EVALUATION

- A. As part of the evaluation process, the evaluator will identify the strengths and weaknesses of each employee and provide assistance to help correct any identified weaknesses.
- B. Number of Evaluations

Each first-year employee will be evaluated upon the completion of a probationary period of employment and again before May 15.

After the first full year of employment, employees will be evaluated annually prior to May 15.

Employees shall be evaluated more than once during the year when deemed necessary by the supervisor and/or the Business Administrator.

C. Nature of Evaluation

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

ARTICLE 30
PERSONNEL FILES

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

ARTICLE 31
BOARD-STAFF RELATIONS COMMITTEE

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

ARTICLE 32
SALARIES

- A. Employees employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.
- B. Employees employed on a 10-month basis shall be paid in twenty (20) semi-monthly installments.
- C. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June or according to a schedule of payment throughout the summer vacation as requested by the employee involved.

D. Pay Schedule

1. Employees shall receive their paychecks on the 15th and the 30th of each month. When a payday falls on a single day holiday or weekend, employees shall receive their paychecks on the previous working day (except for their last paycheck in June).

All employees shall receive their last pay and the pay schedule for the following year on the last day in June only if the Superintendent or other designated representative of the Board shall have first certified that a teacher has fulfilled his responsibilities prior to the release of such checks. The teacher check-out responsibilities will be consistent with the "Clearance" document dated 5/27/97 with the addition of "Room Inventory".

2. Direct Deposit

- a. As soon as possible after agreement, a direct deposit plan will be instituted.
- b. If the District's bank's or any payroll service it uses has no direct deposit procedure at any time in the future, this plan will not be in effect. If the District's bank's policy or the District's payroll service policy on direct deposit requires some minimum number of participants and said minimum is not reached, this plan will not be in effect.
- c. The Board is not responsible for the participation or non-participation of an employee's bank. The banks to which checks may be deposited directly by the current District's bank are part of a national system, of which many, but not all banks are a member.
- d. There is an understanding between the parties that the direct deposit system may require an earlier "turn-around" time with respect to District business office completion of information in order to get records to the District's bank in time for direct deposit to the employee's bank. Therefore, some payments to an employee may be delayed beyond the current parameters.
- e. In addition to these agreements between the Board and the Association, the parties are bound by bank rules with respect to direct deposit. If the District's bank changes, the parties are bound by the new bank's rules.
- f. The Board will follow its normal procedures for the posting of the payroll. Delays resulting from an employee's bank schedule, or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
- g. The employee will be permitted one bank change during the July 1 through June 30 period in any year.
- h. Effective July 1, 2009, all unit members shall be paid through a direct deposit system under rules established by the Administration. Electronic paystubs

will be provided to all employees except those who request a paper copy. If such an electronic paystub approach is not possible, employees will receive their paystub as soon as possible but not later than the first work day after the scheduled pay date.

- E. The annual increment of any teacher may be withheld in whole or in part by the Board upon the recommendation of the Superintendent.
 - 1. When an increment is to be withheld for predominantly evaluative reasons, action shall be taken by the Board on or before May 15 of the year preceding the year in which the increment is to be received. However, action shall be taken by the Board as soon as reasonably possible but no later than July 15.
 - 2. Under E. 1., a teacher must be given written notification by the Superintendent on or before April 15 of the intention to recommend the withholding of an increment. Such notification shall contain the alleged cause or causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
 - 3. If the reason or reasons contained in the notification set forth in the preceding paragraph concern classroom performance, there shall have taken place prior to said notification at least three (3) classroom evaluations. All such evaluations shall be conducted in accordance with the standards set forth in Article 28.
- F. It is to be understood that increments are not automatic for custodians and secretaries, but are contingent upon receiving a favorable evaluation from their immediate Supervisor and the Business Administrator. Evaluation of each employee shall be made annually by the immediate Supervisor and shall be discussed with the individuals, their immediate Supervisor and the Business Administrator.
- G. Secretarial personnel shall be given written notice of the salary and position assigned for the ensuing school year no later than May 15.
- H. In the event a school year shall commence prior to the negotiation of a successor agreement, the salaries in effect for secretarial employees during the previous year shall remain in effect until a successor agreement is ratified by both parties.
- I. Salary Schedules
 - 1. The salaries of all employees included in the collective bargaining unit represented by the Association for the years covered by this Agreement and shall be as set forth in the Schedules annexed hereto and made a part hereof (Schedules A through Q).
 - 2. Horizontal placement on the salary schedule through the recognition of graduate credits and advanced degrees shall be governed by the policy annexed hereto as Policy 4160.
 - 3. In the event that new minimum salary legislature is enacted during the term of this contract, the parties agree that the State money which replaced local money shall be re-distributed on the guide. In order to make calculations of "saved money" and in order to redistribute said monies, if any, the parties shall use the agreed-upon

scatter-gram attached to the Memorandum of Agreement. Distribution must be mutually agreeable.

- J. The supplemental salaries payable to employees who accept coaching and co-curricular assignments are, likewise, covered in this agreement and shall be annexed hereto and made apart hereof. It is understood that tenure in such supplemental positions is not possible. It is further understood that the supplemental salary received under these schedules shall in no event be considered part of the employee's base salary.

Payment under schedules D, E, and F shall be made on December 15, March **30**, or June 30 as appropriate to the activity. Year-long activities under Schedules G., H. and I. shall be reimbursed made at the rate of one-half of the stipend on January 30 and one-half of the stipend on June 30. Non-year long activities under Schedules G., H. and I. shall be made on the 15th of the month following completion of the activity. Hourly employees under Schedule I. shall be made on the 15th of the month following submission of time sheets.

- K. 1. \$250 will be paid on June 30 of each year to those custodians who hold a Black Seal Fireman's License in full force.
2. New employees who do not possess a recently granted Black Seal License may be required to obtain such within twelve (12) months of employment under penalty of discharge.
- L. 1. A \$260 night shift differential will be paid on June 30 to custodial or maintenance employees if on the second shift for ten (10) months. A \$312 night shift differential will be paid on June 30 to custodial and maintenance employees if on the second shift for twelve (12) months. If a custodial and maintenance employee is on the day shift and is temporarily assigned to the second shift, he/she shall receive 15 cents per hour extra. The second shift is defined as any starting time at 9:00 a.m. or after. If an employee requests a "flex schedule" and is so assigned, he/she does not receive a shift differential.
2. The Board and Administration shall make a reasonable attempt to equally distribute summer night shift coverage and shall accept volunteers first if qualified to perform necessary work tasks.
- M. A maintenance person who utilizes a pesticide license will be paid a supplemental salary of \$250 annually.
- N. When a secretarial employee works full time in a higher salaried position for longer than two weeks, the employee shall be paid the higher salary for the remainder of the time in said higher position.
- O. The following salary computation and preparation/lunch period schedule shall be in effect for part-time teachers:
1. Teaching four (4) periods: The teacher gets one (1) lunch period and one (1) prep period. Paid at 6/8 of applicable salary rate.
2. Teaching three (3) periods: The teacher gets one (1) lunch period or one (1) prep period. Paid at 4/8 of applicable salary rate.

3. Teaching two (2) periods: No lunch period, no prep period. Paid at 2/8 of applicable salary.
 4. Teaching one (1) period: No lunch period, no prep period. Paid at 1/8 of applicable salary.
- P. The Board shall reimburse each custodian and maintenance employee for up to \$100 per year for the purchase of safety shoes. The shoe allowance payment will be made within 14 days of the receipt being turned in to the Business Office.
- Q. When an employee is required to appear at a student expulsion hearing or at a student's appeal before the Board, he/she shall be paid \$20 per appearance. When an employee is required to appear in court for any matter: 1) which involves the District; but 2) which does not involve the teacher as a plaintiff against the Board, and 3) at which the scheduled time for appearance is outside the normal work day, he/she shall be paid \$35 per appearance.

ARTICLE 33
WORKING CONDITIONS - VIDEO PRODUCTION TECHNICIAN,

A. Video Production Technician

This position is covered by the contract sections which cover custodial and maintenance employees, with the following exceptions:

1. The position is not covered by Article 7, A., C. and D. The position is covered by Article 7, B. and E.
2. This position is not covered by Article 12, A. 1. However, the position occupant is responsible to update the Channel 18 bulletin board in the event of an inclement weather closing.
3. Instead of Article 12, B. 3., the position has the following holiday schedule:
 - a. Labor Day
 - b. Thanksgiving (except the position occupant works when there is a Home football game)
 - c. The Friday after Thanksgiving
 - d. Christmas Eve
 - e. Christmas Day
 - f. New Year's Eve
 - g. New Year's Day
 - h. Martin Luther King Day
 - i. President's Day
 - j. Good Friday or Easter Monday
 - k. Memorial Day
 - l. Two (2) additional days to be granted. These days are to be mutually agreeable to the employee and the Supervisor of Technology and Science. The work load is to be taken into consideration.
5. The position is not covered by Article 12, C.

6. The position has a ten (10) month work year (September 1 through June 30). In addition, there shall be 20 work days during the months of July and August which shall be scheduled as agreed to between the position occupant and the Supervisor of Technology and Science.
7. The position is not covered by Article 13. The following is the work week:
 - a. The normal work day will be eight (8) and one-half (1 1/2) hours with a half-hour (1/2) lunch period.
 - b. The position is subject to flextime scheduling to accommodate the needs of the position. All flextime work is to be used as leave in lieu of paid overtime and may only be taken with the advanced approval of the Supervisor of Technology and Science.
8. The position is covered by Article 32, A.
9. The position is not covered by Article 32, K, L., M. and R.
10. The salary for this position is covered by Schedule Q.
11. The position occupant must check in and out by time clock. All overtime must be approved in advance by the Supervisor of Technology and Science.

ARTICLE 34
CLASSROOM CLEANERS TERMS AND CONDITIONS OF EMPLOYMENT

- A. The shift hours may vary from day to day, but the days are consistent. (example: M T W T F – 4 hours per day, or every Monday and Thursday – 3 hours per day)
- B. Any classroom cleaner working above the required hours set forth in Article 22, D. will be entitled to insurance coverage under the terms in Article 22.
- C. Ten (10) sick days will be awarded to ten (10) month employees working five (5) days per week. Days will be prorated for those working less than five (5) days according to the following scale:

Four (4) days per week	Eight (8) sick days per year
Three (3) days per week	Six (6) sick days per year
Two (2) days per week	Four (4) sick days per year
One (1) day per week	Two (2) sick days per year
- D. Three (3) personal days will be awarded to a ten (10) month employees, hired prior to June 30, 2004, working five (5) days per week. Days will be prorated for those working less than five (5) days according to the following scale:

Four (4) days per week	Two (2) personal days per year
Three (3) days per week	Two (2) personal days per year
Two (2) days per week	One (1) personal days per year
One (1) day per week	One (1) personal days per year

- E. Four (4) vacation days will be granted, to employees hired prior to June 30, 2004, after one (1) year of continuous employment with the district employees working five (5) days per week. Days must be used on days when school is not in session. Days will be prorated for those working less than five (5) days according to the following scale:

Four (4) days per week	Three (3) vacation days per year
Three (3) days per week	Two (2) vacation days per year
Two (2) days per week	One (1) vacation days per year
One (1) day per week	One (1) vacation day per year

Days will not be accrued.

- F. Vacation days and personal days must be approved five (5) days in advance of the requested day(s) off.

- G. Holidays

Cleaners on Steps 3, 4 and 5 shall receive the following paid holidays:

Christmas Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Cleaners on Steps 4 and 5 shall additionally receive the following paid holidays:

Thanksgiving
New Year's Day

- H. Holiday, sick, personal and vacation days will be paid at the employee's regular day's pay. If an employee regularly cleans four (4) rooms per day, they will receive four (4) units of holiday, sick, personal or vacation pay if earned and approved. Sick leave, personal leave, vacation and holidays will be pro-rated for any Classroom Cleaners working less than five (5) days per week.
- I. Working hours will be set in advance with the Business Administrator or Building and Grounds Supervisor.
- J. The classroom cleaner's salary and paid days structures are covered by Schedule S.

ARTICLE 35
SUPPORT EMPLOYEE DISCIPLINE

- A. Custodial and maintenance unit members and teacher aide unit members will be covered by "just cause" protection in matters of discipline and discharge if the employee has completed at least three (3) years of unit service by the date of the disciplinary action or discharge.

B. Reduction in Rank or Job Classification of a Secretary

1. Secretarial employees shall not be reduced in rank or job classification without just cause.
2. Any secretarial employee reduced in rank or job classification, regardless of compensation, may request and receive from the Business Administrator reasons for such reduction not later than fifteen (15) working days of either the effective date of reduction in rank or job classification or of the date on which the employee was formally notified.
3. Any reduction in rank or job classification of a secretary, unless the employee's job has been previously abolished regardless of compensation, shall be subject to the grievance procedure.

- C. Notice of an intent to dismiss a non-certified unit member shall be given in writing at least 20 work days before the effective date of dismissal. When a recommendation is made to dismiss a non-certified unit member, it shall be placed in writing to the employee and contain a statement or reasons for that recommendation. Any non-certified unit member who is given notice that he or she may be dismissed may request, within ten (10) days, an appearance before the Board. Such an appearance shall occur before final Board action. If the Board decides to re-instate the employee, and that decision is beyond the 20 work day time line, the employee shall be compensated for the time between the 20th work day and the date of reinstatement.

ARTICLE 36
AGENCY FEE

The Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part 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 employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (July 1 through June 30), 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 the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than November 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

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. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s), as well as the step on guide and salary.

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE 37
MISCELLANEOUS

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

ARTICLE 38
DURATION

This Agreement shall be effective as of July 1, 2009, and shall continue in force and effect until June 30, 2012.

IN WITNESS WHEREOF, the Board of Education of the Sterling High School District, Camden County, New Jersey, and the Sterling Education Association have caused these presents to be signed by their proper officers and their respective corporate seals to be annexed hereto this _____ day of _____, 2010. .

BOARD OF EDUCATION OF THE
STERLING HIGH SCHOOL DISTRICT:

STERLING EDUCATION
ASSOCIATION:

By: _____
BOE President

By: _____
SEA President

ATTEST:

ATTEST:

Board Secretary

SEA Secretary

SCHEDULE A

PROFESSIONAL STAFF SALARY GUIDE

2009-2010

STEP 08-09	STEP 9-10	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
***	1	47200	47900	48700	50300	51000	52000	52800
1	2	47400	48100	48900	50500	51200	52200	53000
2	3	48400	49100	49900	51500	52200	53200	54000
3	4	49400	50100	50900	52500	53200	54200	55000
4	5	51800	52500	53300	54900	55600	56600	57400
5	6	54100	54800	55600	57200	57900	58900	59700
6	7	56200	56900	57700	59300	60000	61000	61800
7	8	58600	59300	60100	61700	62400	63400	64200
8	9	60800	61500	62300	63900	64600	65600	66400
9	10	62100	62800	63600	65200	65900	66900	67700
10	11	63400	64100	64900	66500	67200	68200	69000
11	12	67150	67850	68650	70250	70950	71950	72750
12	13	71000	71700	72500	74100	74800	75800	76600
13	14	74900	75600	76400	78000	78700	79700	80500
14	15	78800	79500	80300	81900	82600	83600	84400
15/16	16	82145	82845	83645	85245	85945	86945	87745

In order to determine placement on the guide, refer to the "Years of Experience" column. "Years of Experience" includes all years credited at the time of initial hire, including up to four years of military experience, plus one year credit for each earned increment as of the effective date of this contract.

SCHEDULE B

PROFESSIONAL STAFF SALARY GUIDE

2010-2011

STEP 9-10	STEP 10-11	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
***	1	48000	48700	49500	51100	51800	52800	53600
1	2	48200	48900	49700	51300	52000	53000	53800
2	3	48400	49100	49900	51500	52200	53200	54000
3	4	49400	50100	50900	52500	53200	54200	55000
4	5	51800	52500	53300	54900	55600	56600	57400
5	6	54100	54800	55600	57200	57900	58900	59700
6	7	56200	56900	57700	59300	60000	61000	61800
7	8	58600	59300	60100	61700	62400	63400	64200
8	9	60800	61500	62300	63900	64600	65600	66400
9	10	62100	62800	63600	65200	65900	66900	67700
10	11	63400	64100	64900	66500	67200	68200	69000
11	12	67150	67850	68650	70250	70950	71950	72750
12	13	71000	71700	72500	74100	74800	75800	76600
13	14	74900	75600	76400	78000	78700	79700	80500
14	15	78800	79500	80300	81900	82600	83600	84400
15-16	16	82565	83265	84065	85665	86365	87365	88165

In order to determine placement on the guide, refer to the "Years of Experience" column. "Years of Experience" includes all years credited at the time of initial hire, including up to four years of military experience, plus one year credit for each earned increment as of the effective date of this contract.

SCHEDULE C

PROFESSIONAL STAFF SALARY GUIDE

2011-2012

STEP 10-11	STEP 11-12	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
***	1	48800	49500	50300	51900	52600	53600	54400
1	2	49000	49700	50500	52100	52800	53800	54600
2	3	49200	49900	50700	52300	53000	54000	54800
3	4	49400	50100	50900	52500	53200	54200	55000
4	5	51800	52500	53300	54900	55600	56600	57400
5	6	54100	54800	55600	57200	57900	58900	59700
6	7	56200	56900	57700	59300	60000	61000	61800
7	8	58600	59300	60100	61700	62400	63400	64200
8	9	60800	61500	62300	63900	64600	65600	66400
9	10	62100	62800	63600	65200	65900	66900	67700
10	11	63400	64100	64900	66500	67200	68200	69000
11	12	67150	67850	68650	70250	70950	71950	72750
12	13	71000	71700	72500	74100	74800	75800	76600
13	14	74900	75600	76400	78000	78700	79700	80500
14	15	78800	79500	80300	81900	82600	83600	84400
15-16	16	82765	83465	84265	85865	86565	87565	88365

In order to determine placement on the guide, refer to the "Years of Experience" column. "Years of Experience" includes all years credited at the time of initial hire, including up to four years of military experience, plus one year credit for each earned increment as of the effective date of this contract.

SCHEDULE D, E and F
INTER-SCHOLASTIC GUIDE
2009-2010, 2010-2011 and 2011-2012

FOOTBALL	1	2	3	4	5
Head	6750	6775	6800	6900	7000
H-Adj.	6450	6475	6500	6600	6700
Assist.	4730	4780	4880	4980	5055
A-Adj.	4580	4605	4630	4655	4755

Boys', Girls' Basketball, Wrestling	1	2	3	4	5
Head	6524	6549	6599	6699	6800
H-Adj.	6249	6274	6299	6399	6500
Assist.	4400	4425	4455	4555	4655
A-Adj.	4175	4200	4230	4255	4355

Hockey; Boys', Girls' Soccer; Softball; Boys', Girls' Track; Baseball; Swimming	1	2	3	4	5
Head	5779	5804	5829	5879	5980
H-Adj.	5185	5210	5235	5260	5360
Assist.	4090	4115	4140	4240	4265
A-Adj.	3790	3815	3840	3865	3965

X-Country; Fall/Winter Cheerleading; Winter Track; Boys', Girls' Tennis; Golf; Boys', Girls' Volleyball	1	2	3	4	5
Head	4495	4520	4545	4645	4670
H-Adj.	4195	4220	4245	4270	4370
Assist.	3210	3235	3260	3285	3385
A-Adj.	2910	2935	2960	2985	3085

SCHEDULE G, H and I
INTRA-SCHOLASTIC GUIDES
2009-2010, 2010-2011 and 2011-2012

POSITION	STEP 1	STEP 2	TOP
BAND (Marching Director)	5247	5523	5814
Assistant Director	2279	2399	2525
Assistant	1894	1994	2099
Assistant	1894	1994	2099
Assistant	1894	1994	2099
BAND (Stage)	2445	2574	2709
Class Advisors			
12th (2)	1616	1701	1790
11th (2)	1616	1701	1790
10th (2)	1398	1472	1549
9th (2)	1398	1472	1549
Jr./Sr. Activities	2168	2282	2402
DRAMA - FALL			
Director	2890	3040	3210
Sets	1340	1420	1490
DRAMA - SPRING			
Director	3106	3269	3441
Music (Inst/Voc)	2554	2688	2829
Choreographer	1891	1990	2095
Sets	1274	1341	1412
Costumer	744	783	824
SCHOOL RELATED			
Audio Visual	2174	2288	2408
Clay Club	1558	1640	1726
Early Cafeteria (2)	1977	2081	2190
Knowledge Bowl (2)	1558	1640	1726
Nat. Honor Society	1558	1640	1726
PAC Coordinator	2554	2688	2829
Publications Coordinator	2554	2688	2829
SADD Coordinator	2554	2688	2829
Stage Manager	2116	2227	2344
Stock Market Club	1558	1640	1726
Student Council	3452	3634	3825
Vocal Music	2997	3155	3321
Yearbook/Editorial.	4269	4494	4731
Yearbook/Revenue	1558	1640	1726

The following rates are in effect all three years:

FBLA	752
Orchestra	752

SCHEDULE J
MISCELLANEOUS AND HOURLY POSITIONS
2009-2010, 2010-2011 and 2011-2012

MISCELLANEOUS	
Internship Coordinator	2125
HOURLY	
Homebound Instruction	30.85
Internship Summer – Max. of 100 hours	32.45
Media Center Writing Lab	27.50
Morning News	24.10
Saturday Detention	30.85
Web Site Developer	30.85

SCHEDULE K
SECRETARY SALARY GUIDE
2009-2010

2008-2009 STEP	STEP	10 MONTH	12 MONTH
***	1	21468	25518
1	2	21668	25718
2	3	22680	26730
3	4	23794	28249
4	5	25211	29970
5	6	27398	31691
6	7	28581	33413
7	8	29762	35134
8	9	31099	37319
9-10	10	32889	39467

The secretary who was paid above Step 13 in 2002-2003 shall receive the salary amount negotiated by the parties. That amount is contained in documents ratified by the parties and is available in the Board Office.

Longevity:

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

SCHEDULE L
SECRETARY SALARY GUIDE
2010-2011

2009-2008 STEP	STEP	10 MONTH	12 MONTH
***	1	21701	25796
1	2	21904	25998
2	3	22927	27021
3	4	24053	28557
4	5	25486	30297
5	6	27697	32037
6	7	28892	33777
7	8	30087	35517
8	9	31438	37725
9-10	10	33248	39897

Longevity:

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

SCHEDULE M
SECRETARY SALARY GUIDE
2011-2012

2010-2011 STEP	STEP	10 MONTH	12 MONTH
***	1	21899	26030
1	2	22103	26234
2	3	23136	27267
3	4	24272	28817
4	5	25718	30572
5	6	27949	32328
6	7	29155	34084
7	8	30361	35840
8	9	31724	38069
9-10	10	33550	40261

Longevity:

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

SCHEDULE N
CUSTODIAL/MAINTENANCE SALARY GUIDE
2009-2010

2008-2009 STEP	2009-2010 STEP	CUSTODIAL	MAINTENANCE
***	1	27320	41513
1	2	27520	42525
2	3	28836	43568
3	4	30152	44550
4	5	31469	45563
5	6	32785	46575
6	7	34101	47588
7	8	35419	48600
8	9	36966	49613
9/10	10	39469	50625

Custodial and maintenance personnel who were paid above the highest numbered step on the 2008-2009 guide shall receive the salary amount negotiated by the parties. Those amounts are contained in documents ratified by the parties and are available in the Board Office.

Longevity:

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

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

SCHEDULE O
CUSTODIAL/MAINTENANCE SALARY GUIDE
2010-2011

2009-2010 STEP	2010-2011 STEP	CUSTODIAL	MAINTENANCE
***	1	27618	41965
1	2	27820	42989
2	3	29150	44012
3	4	30481	45036
4	5	31812	46059
5	6	33142	47083
6	7	34473	48106
7	8	35805	49130
8	9	37369	50153
9 /10	10	39899	51177

Custodial and maintenance personnel who were paid above the highest numbered step on the 2009-2010 guide shall receive the salary amount negotiated by the parties. Those amounts are contained in documents ratified by the parties and are available in the Board Office.

Longevity:

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

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

SCHEDULE P
CUSTODIAL/MAINTENANCE SALARY GUIDE
2011-2012

2010-2011 STEP	2011-2012 STEP	CUSTODIAL	MAINTENANCE
***	1	27869	42347
1	2	28073	43380
2	3	29416	44413
3	4	30758	45445
4	5	32101	46478
5	6	33444	47511
6	7	34786	48544
7	8	36131	49577
8	9	37709	50610
9 /10	10	40263	51643

Custodial and maintenance personnel who were paid above the highest numbered step on the 2010-2011 guide shall receive the salary amount negotiated by the parties. Those amounts are contained in documents ratified by the parties and are available in the Board Office.

Longevity:

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

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

SCHEDULE Q
NON-CERTIFIED SALARY GUIDES
2009-2010, 2010-2011 and 2011-2012

Attendance Officer		Attendance Officer		Attendance Officer	
STEP	09-10	STEP	10-11	STEP	11-12
1	16504	1	16684	1	16835
2	17010	2	17195	2	17352
3	17516	3	17707	3	17868
4	18023	4	18219	4	18385
5	18529	5	18731	5	18901
6	19035	6	19242	6	19418
7	19541	7	19754	7	19934
8	20048	8	20266	8	20450
9	20554	9	20778	9	20967
10	21060	10	21290	10	21483

Classroom Signer		Classroom Signer		Classroom Signer	
STEP	09-10	STEP	10-11	STEP	11-12
1	25518	1	25796	1	26030
2	25718	2	25998	2	26234
3	26224	3	26510	3	26751
4	26730	4	27021	4	27267
5	27236	5	27533	5	27784
6	27743	6	28045	6	28300
7	28249	7	28557	7	28817
8	28755	8	29068	8	29333
9	29261	9	29580	9	29849
10	29768	10	30092	10	30366

SCHEDULE Q, continued
NON-CERTIFIED SALARY GUIDES
2009-2010, 2010-2011 and 2011-2012

Video Production Technician		Video Production Technician		Video Production Technician	
STEP	09-10	10-11	STEP	STEP	11-12
1	40006	1	40442	1	40810
2	40206	2	40645	2	41014
3	40910	3	41356	3	41732
4	41503	4	41956	4	42338
5	42081	5	42539	5	42926
6	42659	6	43124	6	43516
7	43236	7	43707	7	44105
8	43814	8	44291	8	44695
9	44392	9	44876	9	45284
10	45593	10	46090	10	46509

Internal Suspension Monitor		Internal Suspension Monitor		Internal Suspension Monitor	
STEP	09-10	STEP	10-11	STEP	11-12
1	24809	1	25079	1	25307
2	25009	2	25281	2	25511
3	25313	3	25588	3	25821
4	25616	4	25895	4	26131
5	25920	5	26203	5	26441
6	26426	6	26714	6	26957
7	26933	7	27226	7	27474
8	27439	8	27738	8	27990
9	27945	9	28250	9	28507
10	28451	10	28761	10	29023

SCHEDULE Q, continued
NON-CERTIFIED SALARY GUIDES
2009-2010, 2010-2011 and 2011-2012

Instructional Classroom Aide		Instructional Classroom Aide		Instructional Classroom Aide	
STEP	09-10	STEP	10-11	STEP	11-12
1	22581	1	22827	1	23035
2	22781	2	23030	2	23239
3	23288	3	23541	3	23756
4	23857	4	24117	4	24336
5	24436	5	24702	5	24927
6	25013	6	25285	6	25516
7	25593	7	25872	7	26107
8	26170	8	26455	8	26696
9	26834	9	27127	9	27374
10	27413	10	27712	10	27964

Media Assistant		Media Assistant		Media Assistant	
STEP	09-10	STEP	10-11	STEP	11-12
1	22136	1	22377	1	22581
2	22336	2	22579	2	22785
3	23045	3	23296	3	23508
4	23956	4	24217	4	24437
5	24867	5	25138	5	25367
6	25880	6	26162	6	26400
7	26892	7	27185	7	27433
8	28107	8	28413	8	28672
9	30132	9	30460	9	30738
10	32163	10	32514	10	32810

Media Assistant only: occupants of this position are also covered by the longevity provisions set forth in Schedules K, L and M.

SCHEDULE R
MEDIA ASSISTANT
TEN MONTHS PLUS TWO WEEKS
2009-2010, 2010-2011 and 2011-2012

10 Month Plus 2 weeks Media Assistant 2009 -2010		10 Month Plus 2 weeks Media Assistant 2010 - 2011		10 Month Plus 2 weeks Media Assistant 2011 - 2012	
STEP	Salary	STEP	Salary	STEP	Salary
1	20597	1	20822	1	21011
2	21273	2	21504	2	21700
3	21947	3	22186	3	22388
4	22815	4	23063	4	23273
5	23682	5	23941	5	24158
6	24647	6	24916	6	25143
7	25611	7	25890	7	26126
8	26768	8	27060	8	27306
9	28697	9	29010	9	29274
10	30631	10	30965	10	31247

Longevity:

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

This position is a ten month position. This employee shall work ten (10) days in the summer on a per diem basis.

The ten month salary of the MEDIA ASSISTANT, TEN MONTHS PLUS TWO WEEKS is shown above. This is pensionable income. To calculate the total salary for the year, add the salary guide salary plus any eligible longevity and divide by 200. Then multiply the result by ten to determine the additional ten days' pay. Add the base salary, the longevity and the ten days' pay to determine the annual total pay.

SCHEDULE S
CLASSROOM CLEANER RATE PER ROOM
2009-2010, 2010-2011 and 2011-2012

STEP	
1	\$7.00
2	\$7.30
3	\$7.60
4	\$7.90
5	\$8.48

TEACHERS' SALARY GUIDE

POLICY 4160

Original Adoption: August 22, 1968

Latest Revision: May 20, 1982

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

2. Terms Used in this Salary Guide:

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

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

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

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

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

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

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

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

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

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

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

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

6. Salary Increments

"Employment increment" shall mean an annual increase as set forth in the salary guide and granted to a teacher for one year of employment.

- A. The annual salary increments in this Salary Guide, which the Board of Education proposes to grant, and which it recommends that its successor Board of Education grant to all teachers for satisfactory service upon the recommendation of the Superintendent and the approval of the Board of Education. The Board of Education may withhold for inefficiency or other good cause, the employment increment of any teacher for any year upon recommendation of the Superintendent and by a majority vote of the Board of Education. Such action shall be in accord with the provisions of Title 18:13-13-7.
- B. Passing from one salary level to the next higher salary level shall be made only at the beginning of the school year in September. However, adjustments in teachers' salaries to reflect the annual salary increment shall be made at the usual contract time except that a teacher who, by reason of additional training completed after the usual contract time, shall qualify during the summer months for a higher academic degree than that previously held, shall receive a revised contract during the month of September. Before being entitled to receive such revised contract, such teacher must have notified the Superintendent on the 1st day of September and have presented to the Superintendent on or before the 10th day of September, a certified transcript record showing the satisfactory completion of such additional training. In case of fault on part of the college to furnish a transcript, other proof acceptable to the

Superintendent and the Board of Education may be furnished in lieu of the transcript.

7. The Superintendent will prepare, annually, and present to the Board of Education a table showing the classification of each present teacher and the location on this salary guide for which the experience of each such teacher is qualified. This table will be presented to the Board of Education at the regular meeting to be held by the Board of Education for budget purposes.
8. The payment of the annual salary of a teacher employed on a ten (10) month basis shall be in twenty (20) semi-monthly payments.
9. A teacher who serves less than a full year is entitled to receive salary as Follows using the FORMULA:
 1. Payment for each full month worked will be paid at the agreed upon salary step divided by 10.
 2. Payment for partially worked months will be as per the formula: Agreed upon monthly salary take away the per diem rate (annual salary divided by 200) for each day coworkers worked that staff member did not report for work.

Example:

A teacher whose basic salary is \$60,000 will receive \$6,000 each month as agreed to by contract, and leaves during a month that coworkers report 20 days but they report 15. In the partial month their pay will be reduced by \$300 times 5 = \$1,500 . The partial payment will be \$6,000 - \$1,500 = \$4,500

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

16. The salary for a teacher on an eleven (11) month contract shall exceed the salary of a ten (10) month teacher by ten (10%) percent.
17. A base salary for each successive year will be given according to education and experience for each teacher based on the present teacher salary guide.
18. Merit Increment:
A merit increment may be granted to a teacher after the teacher has reached the maximum on the salary scale in the category covering the highest degree or level.

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

The amount of this increment may be recommended by the Superintendent.
19. Leave of Absence:
Authorized leaves of absence do not interrupt consecutive service, nor do they count toward it.
20. Supplemental Schedule for Athletics (See attached for salaries of Department Chairman and Activities).
21. Supplement Schedule for Athletics (See attached salaries for coaching duties).

SIDEBAR AGREEMENT
BETWEEN
STERLING HIGH SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE STERLING EDUCATION ASSOCIATION

The undersigned agree to modify their 2006-2009 Agreement by the following:

Add to Article 11:

“R. PRIDE Program

1. The Pride Program will operate from 3:00 p.m. until 7:15 p.m. Monday through Friday.
2. Teachers assigned to work in the PRIDE program as an extra class will be compensated according to D. 9. above.
3. Teachers who volunteer to work in the PRIDE program as an extra class shall be paid at the following rate: \$40.00 per hour during 2007-2008, and \$41.80 per hour in 2008-2009 for every assigned PRIDE program hour.
4. Instructional aides assigned to work in the PRIDE program beyond their regular work day shall be compensated at \$20.00 per hour for 2007-2008; and at \$20.90 per hour for 2008-2009.
5. The administration will survey the staff in writing at the beginning of June to determine whether a teacher or instructional aide is interested in volunteering to work in the PRIDE Program during the following school year.
6. Teacher assigned to the extended day under 1. above shall not be required to attend morning in-service programs. The principal will be responsible to provide such a teacher with the in-service information covered.
7. The PRIDE Program shall follow the school calendar as it pertains to holidays and school closings. Schedules may be changed pending circumstances such as delayed openings, early closings, in-service days, etc.”

For the Board of Education:

For the Association:

April ____, 2008

April ____, 2008