AGREEMENT BETWEEN

STAFFORD TOWNSHIP BOARD OF EDUCATION

AND

STAFFORD TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 1995 TO JUNE 30, 1998

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PREAMBLE

This agreement is entered into this 1st day of July 1995, by and between the Board of Education of Stafford Township Elementary School District of the County of Ocean, New Jersey, hereinafter called the "Board," and the Stafford Township Education Association, hereinafter called the "Association."

ARTICLE !

RECOGNITION

A. UNIT

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

- 1. Teachers
- Nurses
- Librarians
- Learning Disability Teacher Consultants
- Medical Assistants
- Social Workers
- 7. Psychologists (Full-time)
- Teacher Assistants
- Bus Drivers
- 10. Custodians
- Secretaries
- 12. Cafeteria/Playground Assistants
- Guidance Counselor
- Transportation Attendants
- Bus Mechanic

but excluding:

- Principals
- All other personnel of the school district not specifically enumerated in the inclusion set forth above.

B. DEFINITION OF EMPLOYEE

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

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

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

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

B. MODIFICATION

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

ARTICLE III

GRIEVANCE PROCEDURE

A. GENERAL

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

B. PROCEDURE

Since it is important that grievances be processed as rapidly as
possible, the number of days indicated at each level should be considered as
maximum and every effort should be made to expedite the process. The time
limits specified, however, may be extended by mutual agreement.

- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter if practicable.
- 3. LEVEL ONE: An employee with a grievance shall first discuss it with his/her immediate supervisor or principal in an attempt to resolve the matter informally at that level.
- 4. LEVEL TWO If, within 5 (five) school days following this discussion, the matter is not resolved to the satisfaction of the employee, he/she may set forth his/her grievance in writing to the immediate supervisor or principal. The letter shall contain a request for a meeting with the immediate supervisor or principal within 7 (seven) days after his/her receipt of the grievance. The employee may request representation at this meeting by any member of the local Association. Following this meeting, the immediate supervisor or principal shall communicate his/her decision to the employee, in writing, within 5 (five) school days.
- 5. LEVEL THREE The employee may appeal the immediate supervisor's or principal's decision to the superintendent. The appeal to the superintendent must be made in writing within 7 (seven) days after receiving the immediate supervisor's or principal's decision. The appeal must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible. Within a period not to exceed 7 (seven) school days of receipt of the aggrieved person's written appeal, the superintendent shall communicate his/her decision in writing along with supporting reasons to the aggrieved person and the immediate supervisor or principal.

- 6. LEVEL FOUR If the grievance is not resolved to the aggrieved person's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board of Education within 5 (five) school days. The Board of Education shall, before the next regular Board Meeting, or within 15 (fifteen) school days of receipt of the request, review the grievance, hold a hearing with the aggrieved person, if requested, and render a decision as quickly as possible but within a period not to exceed 30 (thirty) calendar days. At any meeting with the Board, the employee may be represented by any person of his/her choosing.
- 7. LEVEL FIVE If the aggrieved person is not satisfied with the Board's decision on this grievance at Level Four, or if no decision has been rendered within 30 (thirty) days after the grievance was delivered to the Board, whichever is sooner, the person must request in writing that the president of the Association submit his/her grievance to arbitration, which shall be binding on issues concerning the interpretation of the agreement and in all other respects non-binding. If the Association determines that the grievance is meritorious, it may then, within 15 (fifteen) school days after the receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the superintendent.
- a) A request of a list of arbitrators shall be made in the American Arbitration and/or the Public Employment Relations Commission in the selection of an arbitrator.

- b) The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than 30 (thirty) calendar days from the date of the case of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without authority or power to make any decisions:
- contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law;
- limiting or interfering in any way with the powers,
 duties, and responsibilities of the Board under applicable law, rules and
 regulations having the force and effect of law;
- 3. involving established Board policy or past practice under the provisions of this Agreement or under applicable law, except that he/she may decide in a particular case that the Board's established policy on past practice affecting terms and conditions of employment was disregarded or that its application under any terms of this Agreement constitutes an abuse of discretion.
- provided further that non-renewal of employment contracts shall not be subject to arbitration, except as provided Teacher Assistants in Article XIX.
- c) The costs for the services of arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

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

ARTICLE IV

EMPLOYEES' RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

- 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Law of 1974, and shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment affiliates, his/her participation in activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 2. Whenever any employee is required to appear before the Board of Education or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- All Board policies and practices affecting terms and conditions of employment which are in effect as of the date of the execution of this agreement shall remain in force for the term of this agreement.

- 4. Except for just cause, an employee shall not be disciplined. Teacher Assistants are included within this paragraph, provided, however, that Teacher Assistants may grieve such discipline to Board level only. Teacher Assistants may not appeal any grievance under this provision to arbitration.
- 5. At no time shall a Bus Driver be requested to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
- 6. Any employee shall have the right to review the contents of his/her personnel file with prior notice.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

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

B. RELEASED TIME FOR MEETINGS

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

C. USE OF SCHOOL BUILDINGS

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

D. USE OF SCHOOL EQUIPMENT

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

E. BULLETIN BOARDS

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

F. MAIL FACILITIES AND MAILBOXES

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

ARTICLE VI

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract status for the ensuing year no later than April 30. Teacher Assistants shall be notified of their contract status for the ensuing year no later than July 15.
- B. Teachers shall be advised of Summer School status by April 30.
- C. No teacher shall be discharged, reduced in rank, compensation, or disciplined without just cause. Teacher Assistants are included in this paragraph, provided, however, that Teacher Assistants may grieve such actions to Board level no later than July 15. Teacher Assistants may not appeal any grievance under this provision to arbitration.

D. SUBCONTACTING NOTIFICATION:

- The Board agrees to notify the STEA 6 months prior to the determination for subcontracting.
- 2. STEA agrees not to disclose any information publicly during ongoing meetings and discussions in the initial 3 months relative to #1 above.
- E. Employees hired up to and including February 1, shall be entitled to move to the next step on the salary guide commencing July 1; employees hired after February 1 shall not advance on the salary guide as of the next July 1. This shall not be retroactive.

F. EXTRA-CURRICULAR ACTIVITIES

- Definition: This article shall apply to those assignments set forth in Schedule B.
- Newly-created positions: The compensation for any newly-created extracurricular positions set forth in Schedule B shall be subject to negotiations between the Board and the Association.

 Procedures for filling extra-curricular positions: All vacancies in extra-curricular positions shall be posted as follows:

a) Date of posting:

A notice shall be ordinarily posted 30 (thirty) days before the final date when applications must be submitted and in no event less than 15 (fifteen) school days before such date except in case of emergency.

A copy of said notice shall be given to the Association at the time of posting.

Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice.

b) Application procedure:

Employees who desire to apply for a position which may be announced during the summer period when school is not regularly in session, shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent ordinarily 21 (twenty-one) days before the final date when the applications must be submitted and in no event less than 14 (fourteen) days before such date, except in the case of an emergency. In addition, the superintendent shall, within the same time period, post a list of extra-curricular positions to be filled during the summer period at the administration office in each school, and a copy of such notice shall be given to the Association.

c) Criteria for notice:

The qualifications for the position, its duties, and the rate of the compensation shall be clearly set forth. The Board retains the authority to establish qualification criteria.

d) Selection criteria:

All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainment of all applicants. In filling such vacancies, when all other qualifications are equal, length of time in Stafford School District shall be the deciding factor.

The Board retains the discretion to determine whether qualifications are equal.

Announcements of appointments shall be made by posting a list in the office of central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

4. If, after making every reasonable effort, the Board is unable to employ a qualified person in accordance with the procedures set forth above, the Board may assign a qualified employee member from within the district.

ARTICLE VII

EMPLOYMENT PROCEDURES - SUPPORT STAFF

A. PLACEMENT ON SALARY GUIDE

1. Adjustment to salary schedule - each employee shall be placed on his/her proper step of the salary schedule as of January 1st each school year. Any employee employed prior to January 1st of any school year shall be given full credit for 1 (one) year of service toward the next increment step for the following year. Anyone hired after January 1st of any school year shall remain on the same step of salary guide the following year.

B. TENURE

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

C. RESIGNATION

- An employee who is resigning from his/her position shall give the normal two weeks notice.
- Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- 3. If the full two weeks notice is given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, 10 (ten) full working days shall be used in calculating the amount of notice given by the employee.

D. SUBCONTACTING NOTIFICATION:

- The Board agrees to notify the STEA 6 months prior to the determination for subcontracting.
- 2. STEA agrees not to disclose any information publicly during ongoing meetings and discussions in the initial 3 months relative to #1 above.

E. NOTIFICATION OF CONTRACT AND SALARY

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

F. ASSIGNED DUTIES

 At no time shall the Board or any agent thereof assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description or past practice.

G. EMERGENCY SCHOOL CLOSINGS

- 1. In the event that the district shall be closed in an emergency snow day, Monday through Friday, the supervisor shall notify the employees of the appropriate hour of reporting for work so as to have the district in operation for pupils and staff. So as time can be maximized, all employees will report to their respective schools under the direction of the supervisor and be dismissed at the completion of their work.
- Secretaries shall be notified by their appropriate principal/supervisor whether to report to work.
- H. All custodial work stations shall be uniform and equal as areas assigned.
 At the beginning of each school year, every station shall be reviewed with each area designated into specific shift areas and assigned an appropriate custodian.
- I. All additional duties and tasks assigned custodians shall be equally balanced and rotated and be proportionate to the custodian work load.

J. Custodians and secretaries and shall receive longevity pay with the following schedule:

a) after 12 years of service - \$400.00

b) after 15 years of service - \$600.00

c) after 18 years of service - \$800.00

ARTICLE VIII

EMPLOYMENT PROCEDURES - BUS DRIVERS

A. PLACEMENT ON SALARY GUIDE

- 1. Adjustment to salary schedule each employee shall be placed on his/her proper step of the salary schedule. Any employee employed prior to January 1st of any school year shall be given full credit for 1 (one) year of service toward the next increment step for the following year. Anyone hired after January 1st of any school year shall remain on the same step of salary guide the following year.
- 2. After 3 (three) years of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-2, 18A:17-3 and 18A:17-4).

B. RESIGNATION

Any employee who is resigning from his/her position shall give 15 (fifteen) working days notice.

C. SUBCONTACTING NOTIFICATION:

- The Board agrees to notify the STEA 6 months prior to the determination for subcontracting.
- STEA agrees not to disclose any information publicly during ongoing meetings and discussions in the initial 3 months relative to #1 above.

D. NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30, for regular runs. Contracts for kindergarten runs will be issued by August 15.

E. ASSIGNED DUTIES

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

F. EMERGENCY SCHOOL CLOSINGS

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

ARTICLE IX

TEACHER WORK YEAR

A. TEACHER WORK YEAR

The teachers' in-school work year (other than new personnel who may be required to attend an additional 3 (three) days of orientation) shall not exceed 184 days.

B. DEFINITION OF IN-SCHOOL WORK YEAR

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

C. INCLEMENT WEATHER

- Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- The current practice with respect to the work year for Teacher
 Assistants shall continue.

ARTICLE X

SUPPORT STAFF WORK YEAR

A. CAFETERIA ASSISTANTS shall not be required whenever student attendance is not required due to inclement weather.

B. SECRETARIES AND CUSTODIANS WORK YEAR

- The work year for secretaries and custodians shall be from July 1 to June 30 of the following year.
- The work year for 10 month secretaries shall be from September 1
 to June 30 of the next succeeding year.
- 3. In the event the district hires a secretary for a 10 month position, the secretary shall assume a full work load. Salary and longevity shall be applied on a pro-rate basis.
- 4. All benefits, such as sick leave, personal days, and vacation days shall be applied pro-rata to all 10 month secretaries.

ARTICLE XI

BUS DRIVERS - WORK YEAR

A. DAYS

- Student driving all days school is in session with a maximum of
 184 days.
- Other two work days per year to be in effect prior to the opening of school. Specified days to be at the discretion of the Board.

B. HOURS

- Regular runs required attendance shall not exceed 4 hours per day. Overtime will be paid when required attendance is exceeded. This time includes a 15 minute preparation period to accomplish the required checklist.
 Said list shall be the same as used since the 1984-85 school year.
- Kindergarten runs, half-runs, special education runs, and/or preschool runs which remain in the district will be paid at 1/2 the regular guide step. These runs shall not exceed 2 hours in time. Overtime shall be paid when 2 hours of attendance is exceeded.
- 3. Special runs established for any child requiring special transportation service, such as: handicapped, disabled, etc... Such runs shall be established as needed. The pay for said runs shall be step on guide. The overtime rate shall be paid for any hours in excess of 4 hours per day.
- a) Said runs are to be put into packages of the total hours worked and all deductions including pension will be deducted from same.
- b) Any adjustment under this Article shall be made the last pay of the school year. The closing of special education schools on days other than those closed at Stafford Township may necessitate the need for this provision.

- 4. Trip runs field trip paid as per trip rate, example: class trip.Trips within the district shall be paid at a minimum of 2 hours. Activities inter-school will be paid when required attendance is fulfilled, example: chorus.
- 5. Emergency runs when a driver is called to take a child home because of an emergency, the driver will be paid at a flat rate of pay.
 - Conditions:
 - a) Field trip drivers rotated by seniority
 - b) All runs picked by seniority
 - c) Initial scheduling responsibility not the drivers'
 - d) Timing, modification, minor changes is responsibility of drivers
 - e) Job description as per policy
 - f) Emergency "take home schedule" rotated on volunteer basis provided volunteers exist.
 Otherwise, the last person called must provide service.
- 6. Physicals a letter will be sent to the Association, by April 30, stating the name of the doctor and the fee the Board will pay for such examination. Should the driver wish to go to his/her own physician, the Board will reimburse the driver the specified amount upon submission of voucher.
- 7. In the event a special run driver is out for an extended period of time, longer than 5 days, a regular driver shall be assigned these runs.

- 8. Special education drivers shall receive a minimum of 3 hours pay regardless of the number of students that report to school that day.
- a) If special education driver runs are cancelled because the students do not show up for school on any given day, said driver may be used as a substitute where necessary during that day and be paid normal, work-day pay.
- b) If there is no sub-work available, the driver shall be guaranteed 3 hours pay.
- 9. Any driver who loses a run after the beginning of the school year may pick a run to replace the lost run from the most junior driver who has a run the senior driver could do, including a kindergarten run. The intent is to give the senior driver a maximum number of runs and eliminate bumping from one driver to another.
- 10. Individuals shall not be employed as attendants and drivers simultaneously during the same school year.
- 11. Runs, as they are created, must be assigned to permanent drivers within 20 school days; substitute drivers may not do these runs beyond the first 20 school day period.
- 12. Regular drivers shall be given chance of first refusal for all work of the transportation department, which involves driving a vehicle owned or operated by the Stafford Twp. Board of Education.
- 13. Summer runs shall be done in accordance with past practice, using seniority.
 - 14. Summer pay shall be paid on the 15th and 30th of each month.

ARTICLE XII

TEACHING HOURS AND TEACHING LOAD

WORK DAY

- 1. The teacher school day shall be 7 hours in duration, the precise starting and ending times to be determined by the Board of Education. If teachers are asked to arrive earlier than the normal starting time, they will be granted compensatory time off. On Fridays, however, the teachers' day shall be shortened by 15 minutes at the end of the day.
- Teacher assistants shall be given a total of 30 minutes per regular full day for non-student contact time.
- 3. With the exception of the Safety Patrol Advisors, any teacher who is required to regularly perform services beyond the teacher school day, shall receive remuneration for said services predicated on an amount agreed upon between the Board and the Association.

LUNCH PERIOD

- a) Grade level and other
 - All teachers shall have a 45 minute duty free lunch period.
 - Teacher assistants shall have a 45 minute duty-free lunch.
- b) Leaving the building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, provided they notify the office.

PREPARATION TIME

- a) Grades 1-6 teachers and special teachers shall receive 3 hours and 45 minutes of prep time per full week. A full week shall be defined as a week that school is in session each day Monday through Friday and that day shall be a full school day; not an abbreviated school day. Such time shall be scheduled during the students' school day. In the case of shortened weeks, that is when school is not in session each day, Monday through Friday, teachers shall receive prep time in such weeks only to the extend that the master schedule calls for on the days school is open. On schedules less than a full day, an abbreviated schedule shall be used so that all teachers share in prep time due that day on a proportionate basis with the shortened day. This shall not apply to shortened days due to emergency. This is a continuation of practice. This time shall be used for preparation of lessons and experiments, and other activities that have a bearing on that teacher's class or classes.
- b) Only under emergency circumstances, may the administration direct teachers, as needed, to temporarily substitute for an absent teacher. For each 30 minutes of substituting, said teacher shall receive \$15.00

HALF DAYS

 a) The last day of the school year and the day before the commencement of the Christmas Holidays shall be 1/2 day for both students and teachers.

NON-TEACHING DUTIES

- Teachers shall not be required to transport students.
- b) The annual major achievement test and IQ test shall be machine scored.

ARTICLE XIII

WORK SCHEDULE - SUPPORT STAFF

A. SCHEDULE POSTING

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

B. WORK DAY - WORK SHIFT

1. CUSTODIANS

Eight hours of work inclusive of a lunch period (30 minute lunch period) shall be considered a work shift.

2. SECRETARIES

Intermediate School	One Secretary	8 AM to 3:30 PM
		(30 minute lunch period)
	One Secretary	8:30 AM to 4 PM
		(30 minute lunch period)
Elementary Schools	One Secretary	8 AM to 3:30 PM
		(30 minute lunch period)
	One Secretary	8:30 AM to 4 PM
		(30 minute lunch period)

3. Summer hours for secretaries will be 8 AM to 2:30 PM with one 1/2 hour lunch.

C. Coffee Breaks

- Two 15 minute periods, one in the AM and one in the PM given to each custodian. The current practice of secretary breaks shall remain as is.
- All times of breaks shall be standardized and mutually agreed to by the employees' immediate supervisors.
- Custodians working the 11 PM to 7 AM shift shall receive a 4% differential.

D. Replacement

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

ARTICLE XIV

12 MONTH CALENDAR

A. The following paid holidays are included in the regular work year.

In the event a holiday falls on a weekend, then the unit members shall have the following Monday.

- 1) Labor Day
- 2) July 4
- 3) Christmas Eve
- 4) Christmas Day
- 5) New Year's Eve
- 6) New Year's Day
- 7) Good Friday
- 8) Thanksgiving Day
- 9) Day after Thanksgiving
- B. The following paid holidays are included if school is not in session. If school is in session, another day off will be granted with pay and the custodians and secretaries will work the holidays that school is in session.
 - 1) Veteran's Day
 - 2) Memorial Day
 - 3) Washington's Birthday
 - 4) Lincoln's Birthday
 - 5) Columbus Day
 - 6) Martin Luther King Day
 - 7) Election Day
 - 8) NJEA Convention
- C. It shall be understood that if the Board of Education elects to hold school during the year on any of the above-listed holidays, custodians and secretaries shall have those days off which are affected by this decision during the Christmas and Easter recess.

On days affected from July 1 to December 31, custodians and secretaries shall be granted days off during Christmas recess. On days affected from January 1 to June 30, custodians, receiving/food service clerk(s), and secretaries shall be granted days off during the Easter recess.

D. It shall be understood that custodians belonging to the NJEA shall be permitted to attend the convention. All non-members shall be required to work on said days.

Custodians attending the convention shall be required to furnish proof of attendance.

E. VACATION

- 1. After one full year of employment 2 weeks vacation
- 2. After five full years of employment 3 weeks vacation
- After ten full years of employment 4 weeks vacation

ARTICLE XV

OVERTIME - SUPPORT STAFF

A. DEFINITION

Overtime shall be any time spent over 8 or 40 hours at regular or assigned duties consistent with this agreement.

B. DISTRIBUTION

- All overtime shall be distributed by seniority on a rotation basis, and be voluntary. This does not restrict or limit the Board's right, in the absence of volunteers, to assign work to the lowest licensed seniority.
- The Board agrees that the Association shall monitor and oversee overtime distribution pursuant to the specifications of the collective bargaining agreement.

C. RATE

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

D. CUSTODIANS RATE

- 1. In the event custodians are called out for work on weekends, or holidays, including snow emergency, the following rate shall be in effect:
 - a) Saturday Time and one-half for all hours
 - b) Sunday Two times for all hours that day
 - c) There shall be a minimum call-in time of 2 hours for custodians.
- The above shall not apply to Sunday church activities, and in the event custodians shall be required for either a Saturday or a Sunday, the overtime rate shall be at 1+1/2 for all hours required on either day.

ARTICLE XVI

OVERTIME - BUS DRIVERS

A. DEFINITION

- Overtime shall be any time spent over 4 hours of required attendance, as per Article XI.
- 2. Overtime shall be any time spent over 2 hours of required attendance, as per Article XI, Section 2, Paragraph B.

B. OVERTIME RATES

- Trip rate and overtime
 \$6.00 per half hour, \$12.00 per hour
- Emergency run
 \$12.00 per hour flat rate.

ARTICLE XVII

TEACHER ASSIGNMENTS

A. TEACHER

1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, building assignments, and room assignments for the forthcoming school year no later than June 1.

B. TRAVELING TEACHER

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

Days Traveled Per Week	Per Year
1	\$45.00
2	\$70.00
3	\$95.00
4	\$120.00
5	\$145.00

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

C. TEACHER ASSISTANTS

- The following Articles will apply to Teacher Assistants, except to
- the extent otherwise provided within this agreement:
 - Article I
 - 2. Article II
 - Article III
 - Article IV
 - Article V
 - Article VI
 - 7. Article IX
 - Article XII, Section A.1, A.2, A.4-2, A.6-a
 - Article XVII, Section C
 - 10. Article XVIII
 - 11. Article XIX, Section A & B
 - Article Article XXI
 - 13. Article XXII
 - Article XXIV
 - 15. Article XXV
 - 16. Article XXVI
 - 17. Article XXVIII
 - 18. Article XXIX
 - 19. Article XXX
 - 20. Article XXXI
 - Article XXXIII
 - Article XXXIV
 - 23. Article XXXV
 - Article XXXVI
 - Article XXXVIII
- 2. The following articles do not apply to teacher assistants, except to the extent otherwise provided within this agreement.
 - Article XII Sections A.3,& A.5a
 - Article XII Non-teaching Duties
 - Article XVII Section A & B
 - 4. Article XXXII
 - Article XXVII
 - Article XXIII

ARTICLE XVIII

PROFESSIONAL RESPONSIBILITIES

A. FACULTY MEETINGS

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

B. NOTICE AND AGENDA

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

C. EVENING MEETINGS

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

D. SUBSTITUTE CALLING

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

CALLING TIME-DISTRICT POLICY:

- a) The parties shall follow the current practice which provides for the use of the machine for 24 hour calling.
- Calls received after 7 AM will be accepted but may result in the loss of the day's pay.
- c) The computation for a day's salary shall be 1/185.

ARTICLE XIX

SENIORITY AND JOB SECURITY

SUPPORT STAFF

- A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he/she:
- Resigns or is discharged for cause, irrespective of whether he/she
 is subsequently rehired by the school district.
- Any anticipated or planned reduction in force shall not be implemented or take effect without 30 days prior notice to the Association.
 Following the notice, a meeting between the Board and the Association shall be scheduled prior to the effective date of such anticipated or planned reduction.

B. TEACHER ASSISTANTS - REDUCTION IN FORCE

The Board of Education shall utilize evaluations in determining the order of layoff of teacher assistants. The teacher assistants may grieve the order of layoff to arbitration. Said arbitration shall be expedited. A minimum of 2 evaluations shall be performed each year.

C. BUS DRIVERS - REDUCTION IN FORCE

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

ARTICLE XX

UNIFORMS

A. Custodians

- All new custodians shall be issued, each September, five complete uniforms for their work and shall be expected to wear them.
 - 2. All damaged or torn uniform shall be replaced in July.
- There shall remain in each school building five pairs of boots per school year.

ARTICLE XXI

SICK AND OTHER LEAVES

- A. SICK LEAVE AND PERSONAL LEAVE FULL TIME TEACHERS AND TEACHER ASSISTANTS
- 1. All teachers employed shall be entitled to 10 sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
- In addition to sick leave days, all teachers shall be entitled to 3
 days leave of absence each school year for illness in the immediate family.
 Immediate family is defined as child, spouse, or any blood relative living in the teacher's household. This leave time is non-accumulative.
- 3. Additionally, all teachers shall be entitled to 2 days leave of absence for personal business which cannot otherwise be conducted during other than school hours. Days requested in conjunction with school holiday shall be at the option of the superintendent of schools.
- 4. Any unused non-accumulative days shall be credited to a teacher's record of accumulated sick leave days at the conversion of 1 day's accumulative credit for every 2 non-accumulative days not used. If none of the 5 non-accumulative days are used, a credit of 3 accumulative days shall be given.
 - 5. Death in Family

In the event of death in the immediate family, a teacher will be excused from duty without loss of pay for a period not to exceed 5 days.

Immediate family shall include: spouse, children, parents, grandparents, grandchildren, brother/sister, brother/sister's spouse, guardian, and any others who are dependent upon or reside with the employee. Aunt and uncle included for a 1 day period only.

B. SICK LEAVE AND PERSONAL LEAVE - PART-TIME TEACHERS AND TEACHER ASSISTANTS

- All teachers and teacher assistants, full-time and part-time, employed by the Board of Education before July 1, 1995, will be granted a grandfathering of their present sick and personal leave accrued allotment.
- Effective July 1, 1995, all new part-time teachers and /or teacher assistants will receive a pro-rated amount of sick, family, and personal days.
 SICK LEAVE UPON RETIREMENT - TEACHERS

Any teacher leaving the employ of the Board with 15 but not less than 20 years of service in the Stafford Township School system shall, upon departure, be paid for accumulated sick time in accordance with the following schedule:

DAYS ACCUMULATED 0-29	PERCENTAGE UPON RETIREMENT None
30-59	25%
60-89	40%
90-119	50%
120-150	75%

\$15,000 MAXIMUM CAP

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

Any teacher leaving the employment of the Board with 20 or more years of service in the Stafford Township School system shall, upon departure, be paid accumulated sick time in accordance with the following schedule:

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

\$15,000 MAXIMUM CAP

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

C. SICK LEAVE AND PERSONAL LEAVE - FULL-TIME NON-INSTRUCTIONAL

- 1. All custodians and secretaries shall be entitled to 12 sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Pursuant to Title 18A, the Board reserves the right to consider on a case by case basis applications from unit members for extended sick leave. The Board shall exercise its review in its absolute and sole discretion.
- 2. In addition to sick leave days, all members shall be entitled to 3 days of leave of absence each school year for illness in the immediate family. Immediate family is defined as child, spouse, or any blood relative living in the member's household. This leave is non-accumulative.
- All members shall be entitled to 2 days leave of absence for personal business which cannot otherwise be conducted during other than school hours.

4. Death in Family

In the event of death in the immediate family, an employee will be excused from duty without loss of pay for a period not to exceed 5 days.

- a) Immediate family shall include: spouse, children, parents, grandparents, brother, brothers spouse, sister, sister's spouse, guardian, or any others who are dependent upon or reside with the employee.
- b) Parents, grandparents, brothers, and sisters of spouse are included also.
- c) Employee will be excused one day for aunt and uncle for observation of funeral.

D. SICK LEAVE AND PERSONAL LEAVE - PART-TIME NON-INSTRUCTIONAL

 Effective July 1, 1995, all part-time employees will receive a prorated amount of sick, family, and personal days.

SICK LEAVE UPON RETIREMENT - NON-INSTRUCTIONAL

Any employee leaving the employ of the Board with 15 but less than 20 years of service in the Stafford Township School System shall, upon departure, be paid for accumulated sick time in accordance with the following schedule:

DAYS ACCUMULATED 0-29	PERCENTAGE UPON RETIREMENT None
30-59	25%
60-89	40%
90-119	75%

\$15,000 MAXIMUM CAP

Any employee leaving the employ of the Board with 20 or more years of service in the Stafford Township School System shall, upon departure, be paid for accumulated sick time in accordance with the following schedule:

PERCENTAGE UPON RETIREMENT None
25%
30%
40%
50%
70%
85%
100%

\$15,000 MAXIMUM CAP

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

E. SICK LEAVE AND PERSONAL LEAVE - FULL TIME BUS DRIVERS AND TRANSPORTATION ATTENDANTS

 All bus drivers employed shall be entitled to 10 sick leave days each school year as of the first official day of this school year whether or not they report for duty on that day.

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

 In addition to the sick leave days, all members employed shall be entitled to 3 days leave of absence each school year for illness in the immediate family.

Immediate family shall be: child, spouse, or any blood relative living in the member's household. This leave is not accumulative.

Additionally, all members employed shall be entitled to 2 days
 leave of absence for personal business which cannot be otherwise conducted
 other than school hours.

4. Death in Family

- a. In the event of death in the immediate family, a driver shall be excused from duty without loss of pay for a period not to exceed 5 days.
- b. Immediate family shall include: spouse, children, parents, grandparents, brother, sister, brother's spouse, sister's spouse, brother/sister of spouse, and any others who are dependent upon or reside with the employee.
- c. Aunt and uncle shall be included in said leave for period not to exceed 1 day.
- 5. Any unused family illness or personal days shall be credited to the driver's record of accumulative leave days at the conversion of 1 sick day credit for every 2 family and personal business days not used. If none of the 5 days are used, the credit of 3 accumulated sick days shall be given.

F. SICK LEAVE AND PERSONAL LEAVE - PART-TIME BUS DRIVERS AND TRANSPORTATION ATTENDANTS

 Effective July 1, 1995, all part-time bus drivers and transportation attendants will receive a pro-rated amount of sick, family, and personal days.

SICK LEAVE UPON RETIREMENT - BUS DRIVERS

Any driver leaving the employ of the Board with 15 but less than 20 years of service in the Stafford Township School system shall upon departure be paid for the accumulative sick time in accordance with the following schedule:

DAYS ACCUMULATED 0-29	PERCENTAGE UPON RETIREMENT None
30-59	25%
60-89	40%
90-119	50%
120-150	75%

\$15,000 MAXIMUM CAP

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

Any driver leaving the employ of the Board with 20 or more years of service in the Stafford Township School system shall, upon departure, be paid for accumulative sick leave in accordance with the following schedule:

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

\$15,000 MAXIMUM CAP

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

ARTICLE XXII

LEAVE OF ABSENCE

A. TEACHERS

1. Professional Improvement

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

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

2. CHILD-REARING LEAVE

- a. In the case of a birth of a child, or the adoption of a child,
 any teacher shall have the right to apply for a leave without pay for child-rearing purposes.
- b. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.
- c. In the case of female teachers, the application for childrearing leave may be made to become effective immediately upon termination of medical leave absence.
- d. Child-rearing leave shall be granted for the remainder of the school year in which the birth of the child occurs. School year shall be considered July 1 to June 30.

One additional school year shall be granted for child-rearing leave if requested. One additional year for child-rearing leave may be granted at the option of the Board of Education. If a teacher on child-rearing leave returns as of September, after the first additional year, they shall be returned to the same position. Assignments after the second additional year (optional year) shall be determined by the superintendent of Schools.

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

The Board of Education may, on a case-by-case basis and where particular individual circumstances warrant an exception, deviate from the strict application of the conditions governing child-rearing leaves of absence.

Any such exception/deviation, however, is solely within the discretion of the Board of Education and any such decision to permit a deviation may not be considered as a precedent or past practice on the event of a subsequent application. It is further agreed that any decision by the Board of Education under this paragraph shall not be grievable nor shall there be any appeal mechanism whatsoever from the Board of Education's decision.

- e. Applications for child-rearing leave shall be filed at least 3 months before the anticipated birth of a child.
- f. The Board will maintain the teacher in-service benefit program providing the teacher pays the premiums for such in accordance with the insurance provider.
- g. Teacher assistants shall receive leaves of absence and other benefits provided by this Article at the same levels they have received as defined by their past practice.

B. NON-INSTRUCTIONAL

1. EXTENDED LEAVES OF ABSENCE

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

CHILD-REARING LEAVE

- a. In the case of a birth of a child, or the adoption of a child, the employee shall have the right to apply for a leave without pay for childrearing purposes.
- b. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
- c. In the case of female employees, the application for childrearing leave may be made to become effective immediately upon the
 termination of the pregnancy leave.
- d. Child-rearing leave may be granted for a period not to extend beyond the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the employee, be extended for one additional school year. Requests for extensions of such leaves must be made at least 3 months prior to the expiration of the first period thereof.
- e. Applications for child-rearing leave shall be filed at least 3 months before the anticipated birth of the child.
- f. Where an employee who has been granted a child-rearing leave returns to the system at any other time than the start of the school year, such employee may be assigned to any position decided upon by the superintendent so long as such assignment is within the certification of the employee.
- g. Anything to the contrary notwithstanding, a child-rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.

h. The dates for the commencement and termination of childrearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

ARTICLE XXIII

SABBATICAL LEAVE

- Sabbatical leaves for certified personnel of the Stafford Township School District, which includes classroom teachers, guidance counselors, librarians, child study team and nurses, shall be granted for 1 full year and 1/2 pay. To qualify for consideration for a sabbatical leave, a teacher shall have taught at least 7 years consecutively in the Stafford Township School District.
 - 2. Sabbatical leave may be granted for one of the following:
- a. Formal study at an accredited college or university with at least nine credit hours per semester.
- b. Said person having advanced degrees or other professional recognition in the particular field of study, with at least nine credit hours per semester.
 - c. Foreign or domestic travel in conjunction with A or B.
- 3. The study, research, or travel plans for the year must be submitted along with a formal application to the superintendent not later than February 1 of the year prior to the commencement of the proposed leave for approval. After due consideration of all applications, the superintendent shall present each request to the Board with his/her recommendation of acceptance or rejection. Each teacher involved shall be invited by the superintendent to be present at the Board meeting when his/her program comes up for consideration. The decision of the Board shall be final.
- 4. An employee granted a sabbatical leave for study, research, or travel shall be required to serve the Stafford Township School system for 2 years upon return.

To guard against the failure to return to the district, as aforesaid, the parties shall execute an interest bearing note to be paid in 20 installments, beginning October 1 of the year the party should return to the district and continuing for the next 22 months, excluding July and August. As long as the party remains in the gainful employ of the district during the term of the note, each monthly payment at the rate of 8% per annum on the unpaid balance. If the teacher is unable to return by reason of his/her own action, he/she shall have the option of paying the note in full with no interest prior to September 1 of the school year that he/she would have returned to his/her former position. In the event of an incapacitating illness, the date of return or repayment of the note shall be deferred until the teacher is able to return to work.

- 5. During the sabbatical leave, the teacher shall not be allowed to hold any full-time position. However, this shall not be construed to deny any teacher the right to fellowships, scholarships, grant-in-aid, or any other scholastic stipends.
- 6. Teachers on sabbatical leave shall file progress reports with the superintendent sometime during the first half and upon completion of the leave to substantiate that program criteria are being met.
- 7. No more than two people certified as defined in #1 above, shall be eligible for a sabbatical leave in any given school year.
- Personnel on sabbatical leave under this provision shall receive insurance coverage during such leave. Sick leave will not be accrued during sabbatical leave.
- 9. An employee who returns from sabbatical leave shall receive upon his/her return credit for time on leave for purposes of guide advancement.

ARTICLE XXIV

SALARIES

A. Salary increases for all salaried and hourly employees recognized in Article I:

1995/96 (effective 7/1/95) increase of **4.5%** inclusive of increment **1996/97** (eff. 7/1/96): increase by **4.5%** inclusive of increment **1997/98** (eff. 7/1/97): increase by **4.5%** inclusive of increment.

- B. The salaries of all employees covered by this agreement are set forth in the schedules attached.
- Twelve month employees Each employee employed on a
 month basis shall be paid in 24 semi-monthly installments.
- 2. Ten month employees Each employee employed on a 10 month basis shall be paid 20 equal semi-monthly installments. Any employee who is employed on a 10 month basis may participate in a summer payment plan as stipulated in NJSA 18A:29-3.
- When a pay day falls on or during a school holiday,
 vacation, (with 2 weeks notice), or weekend, employees shall receive their paychecks on the last previous working day.
- C. Teachers and teacher assistants shall receive final checks on the last working day in June, provided that they have met their obligations no later than a time to be designated in the schedule for the closing of school. All employees shall be required to fully complete all work assignments prior to receipt of their final checks.
- D. All graduate credit reimbursements shall be paid as set forth in Schedule "A."

- E. Support staff final pay Each 10 month employee shall receive his/her final pay and the pay schedule for the following year, on his/her last working day in June.
- F. Summer payment Summer pay shall be paid on the 15TH and 30TH of each month.
- G. Summer School Teacher Assistants are to receive their last paycheck for summer school on the last day of summer school.

H. STIPENDS:

- a) Employees shall be paid a stipend for teaching or presenting to other employees, in areas that they have been trained beyond the regular curriculum. This would include all training held after school hour, or for training at in-services. Pay: \$50 for half-day; \$100 for full day.
 - b) Building/Grounds Mechanics: \$1700
 - c) Boiler License (Custodians/Mechanics): \$200.

ARTICLE XXV

EMPLOYEE VOLUNTARY TRANSFERS AND ASSIGNMENTS

A. TEACHERS

- 1. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the building principal and superintendent no later than March 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Final decision will be made by the administration.
- B. SUPPORT STAFF with the EXCEPTION OF BUS DRIVERS
- Notice of voluntary transfer or reassignment shall be given to members as soon as practicable, and except in cases of emergency, not later than the last working day of the school year.
- Prior to voluntary transfer or reassignment being made, the member involved shall be permitted an informal appearance with the superintendent.
- A list of open positions in the school district shall be made available to all members being voluntarily transferred or reassigned. Such members may request the positions, in order of preference, to which they desire to be transferred.

The Board shall be under no obligation to grant such requests and retains the unilateral right to transfer pursuant to NJSA 18A:25-A.

ARTICLE XXVI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment to another building shall be given to employees as soon as is practicable, and except in cases of emergency, not later than June 1.
- B. Such involuntary transfer or reassignment to another building shall be made only after a meeting between the employee and the immediate supervisor or principal, if such a meeting is desired by the affected employee, at which time, the said employee objects to the transfer or reassignment at this meeting, upon the request of the said employee, the superintendent shall meet with him/her. The employee may, at his/her option, have an association representative present at such meeting. The final decision will be made by the superintendent.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. The Board shall not be under any obligation to grant such request and retains the unilateral right to transfer pursuant to NJSA 18:A25-1.
- D. Custodians shall receive 2 weeks notice prior to any involuntary transfer or shift change. (Except in an emergency with regard to shift notification).

ARTICLE XXVII

EMPLOYEE EVALUATION

TEACHERS

- A. Open evaluations and all monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Evaluation by certified supervisors: Teachers shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.
 - C. Non-tenured teachers:
- Frequency: Non-tenured teachers shall be evaluated at least three times each school year, prior to April 30, and to be followed in each instance by a written evaluation report and by a conference between the teacher and evaluator.
- D. Tenured teachers: Tenured teachers shall be evaluated at least once each school year and no later than April 30 of that school year. This is to be followed by a written evaluation report and a conference between the teacher and evaluator.
- E. Copies of evaluation: A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before any conference to discuss it. No such report shall be submitted to the Board office, placed in a teacher's file and otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- F. All staff evaluations shall contain a "summary rating" of: GOOD, EXCELLENT, SATISFACTORY, UNSATISFACTORY.

G. Personnel Records:

- 1. File: A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board's expense, of any documents contained therein. A teacher shall be entitled to have representation of the Association accompany him/her during such review.
- 2. Derogatory material: No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the superintendent and attached to the file copy.

 No separate file: Except for personal references and other similar documents, the Board shall not establish any separate personnel file which is not available to the teacher's inspection.

SUPPORT STAFF

- A. Tenure and non-tenure employees shall be evaluated by their immediate supervisor at least twice a year.
- B. The Board and Association agree that the present form of evaluation will be continued and will include review with the person involved.

CUSTODIANS AND SECRETARIES

- C. In all cases, evaluation reports shall be presented to each employee by his/her supervisor in accordance with the following procedures:
- Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and/or observations by any or all supervisory personnel who come into contact with the employee in any supervisory capacity.
 - Such reports shall be addressed to the employee.
 - 3. Such reports shall be written in the narrative form and shall include, when pertinent:
 - a. strengths of the employee as evidenced during the period since the previous report;
 - weaknesses of the employee as evidenced during the period since the previous report;
 - specific suggestions as to the measures which the employee might take to improve his/her performance in each of the areas when employee weaknesses have been indicated;
 - d. the 90 day probationary period shall include a minimum of two evaluations in which, if these evaluations are satisfactory, the period of time shall be credited towards tenure.
 - e. All staff evaluations shall contain a "summary rating" of: GOOD, EXCELLENT, SATISFACTORY,
 UNSATISFACTORY.

ARTICLE XXVIII

PROMOTIONS, VACANCIES, AND NEW POSITIONS

- A. In the event a vacancy occurs, or a new position or positions are created, the superintendent of schools shall send to the association president simultaneous notification for the promotion, vacancy, and/or new position.
- B. Whenever an instructional certified administrative or any supervisor vacancy occurs or is created, a notice shall be posted in each building stating the vacancy and requirements for said vacancy or promotion and indicating the closing date for applications. Notice of such vacancy or vacancies arising during the summer shall be submitted to the four elected officers of the association, which are the president, vice president, secretary and treasurer. Staff members are encouraged to apply for any such vacancy. The final hiring decisions shall be made by the Board of Education. Notice of the names and addresses of the officers shall be given to the administration, in writing, by the end of the school year.
- C. In the event a vacancy occurs, or a new position or positions are created, the administration shall send to the association president a copy of any notice forwarded to the newspapers which seeks applicants for the vacancy or new position or positions.
- D. All qualified employees shall be given adequate opportunity to make applications for such positions and no positions shall be filled until all properly submitted applicants have been considered. The Board agrees to give due weight to the background and attainment of all applicants and other relevant factors.

E. In all cases, evaluation reports shall be presented to each employee by his/her superior in accordance with the following procedures found in Article XXVII.

ARTICLE XXIX

EXECUTIVE LIAISON

A. There is hereby established an administration-executive liaison committee.

Committee Composition:

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

ARTICLE XXX

INSTRUCTIONAL COUNCIL

ORGANIZATION

- 1. Purpose An Instructional Council shall be established and shall meet no later than October 15 each year. The purpose of the council shall be to strengthen the educational program through recommendation, research, implementation and evaluation by the superintendent and the Association to best meet the needs of the students, the schools and the community. The council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvements, teaching experimentation, extracurricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational specifications for buildings, and other related matters regarding the effective operation of the Stafford Township School District.
- 2. Membership The council shall consist of one chairperson and three representatives from the Intermediate School and two representatives from each of the elementary schools appointed by the Association. For fair representation, a member should be sought to represent special education and another member should represent special subject teachers. This would not be mandatory but highly recommended. There will be three representatives, exclusive of the superintendent, who shall be appointed by the Board of Education. The superintendent and the curriculum/instruction supervisor shall be ex-officio members of the council.

- Committees The council shall be authorized to establish subcommittees or ad-hoc committees for specific projects to allow for those who would be affected by council recommendations to have an opportunity to be involved.
- 4. Individual initiatives for suggestions The council shall encourage the initiation of ideas and suggestions for projects by individual employees, departments, grade levels, Association committees, administrators, board members, students, parents, or other interested parties.
- 5. Rules of procedure The council shall establish its own rules of procedure. The chairperson or a member designated by the chairperson will meet with the supervisor of curriculum/instruction at least one week prior to a meeting. It is suggested, but not mandatory, for all members of each school to meet with their building principals prior to a meeting.
- Meetings The council shall meet whenever four or more of its members call for such a meeting.
- 7. Information The council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in Article V. The Board shall consider all written reports submitted by the council for action. However, the Board is under no obligation to accept or implement any of the recommendations made by the council.
- 8. All recommendations accepted or implemented by the Board shall be reported in writing by the superintendent to the principals and all parties affected by the recommendation within 2 school days.

ARTICLE XXXI

EMPLOYEES' INSURANCE PROTECTION

- A. New employees hired on or after July 1, 1995, will receive single health benefit coverage. Upon tenure, employee will receive the full family health benefit plan.
- B. New employees listed in Article I "Recognition" Section A, who do not receive tenure, will receive single health benefit coverage until the first day of the 4th consecutive year, then will receive the full family health benefit plan.
- C. Employees may purchase the full family health benefit plan during any of the first 3 years of employment at employee's expense at the current insurance company rate.
- D. Prescription co-pay: \$8.00 for the name brand and \$2.00 for the generic brand (for the duration of this contract).
- E. Husbands and wives employed by the Board of Education will be offered a 50% buy-back of their health benefit premium for that calendar year. (This is tentative upon the Board of Education's research of tax liability on other employees of the district. It is agreed this option will not be effective if there is a tax liability to others. It shall, however, remain in successor contracts in case of changes in future laws, whereas it will be recognized.)
- F. The Board and association agree that the present insurance plan has sufficient coverage for the duration of this agreement.
- G. The Board further agrees to continue payment of the premium for existing health insurance coverage of either the individual or family.
- H. A mandatory second opinion shall be required for all surgical procedures.

- I. Dental Insurance Provisions
 - 1. CIGNA (GRINSPEC)
- 2. Plan IIB + Ortho I for all employees, as defined in Sections A, B, and C in this Article, and their dependents paid for by the Board of Education
- J. Vision Plan Family Level
 Maximum insurance payment by the Board shall be \$140.00 per year.

ARTICLE XXXII

HOME INSTRUCTION

- A. The final decision regarding home instruction positions will be made by the building principal.
- B. The salary paid for home instruction shall be \$36.38 (95/96);\$38.02 (96/97); \$39.73 (97/98) per hour.

ARTICLE XXXIII

REPRESENTATION FEE

A. PURPOSE OF FEE

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

B. AMOUNT OF FEE

Notification

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

Legal Maximum

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

C. DEDUCTION AND TRANSMISSION OF FEE

Notification

Once during each membership year covered in whole or in part by this agreement, the association will submit to the Board by October 15 of the current year, a list of this employees who have not become members of the association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the association.

Payroll Deduction and Schedule

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

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

3. TERMINATION OF EMPLOYMENT

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

Mechanics

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

Changes

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

6. New Employees

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

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

- 1. The Association agrees to indemnify and hold the Board harmless against any liability and counsel fees, legal costs, and expenses which may arise by reason of any action taken against the Board in complying with the provisions of this Article, provided that:
- a. The Board gives the Association timely notice in writing of any form of liability in regard to which it will seek to implement this paragraph and.

- b. If the Association so requests in writing within 10 days of notice as set forth in Paragraph A, the Board will surrender to it's full responsibility for the defense of such liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
- 2. It is understood that Paragraph 1 above will not apply to any form of liability which may arise as a result of any willfull misconduct relative to the Board's responsibility as outlined in this Article. It is understood that the Association shall save the Board of Education harmless provided the Board of Education follows the terms of this Article.

ARTICLE XXXIV

BOARD'S RIGHTS

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

ARTICLE XXXV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. 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 valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- D. Any employee shall have the right upon request, to review the contents of his personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- E. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee shall acknowledge that he/she had the opportunity to review such material by affixing their signature on the copy to be filed with the express understanding that such signature on the copy to be filed in no way indicates agreement with the contents thereof.

- F. No separate file: Except for personal references and other similar documents, the Board shall not establish any separate personnel file which is not available for the employee's inspection.
- G. Copies of this Agreement shall be furnished at the expense of the Board after agreement with the Association on format within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.

ARTICLE XXXVI

DEDUCTION FROM SALARY

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

ARTICLE XXXVII

ENTIRE AGREEMENT

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

ARTICLE XXXVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of *July 1, 1995*, and shall continue in effect until *June 30, 1998*, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressively understood that it shall expire on the date indicated, unless it is extended in writing.

SALARY GUIDES <u>HOURLY EMPLOYEES</u> AND/OR WITHOUT SALARY GUIDES

HOURLY EMPLOYEES:

JOB TITLE CAFETERIA/		95/96	96/97	97/98
PLAYGROUND AS	515	\$8.64	\$9.03	\$9.44
TRANSPORTATION	N			
ATTENDANTS		\$9.51	\$9.94	\$10.39
SALARIED EMPLOYEES (WITHOUT GUIDES)				
JOB TITLE	95/96	96/	97	97/98
TEACHER ASSTS				
MINIMUM:	\$11570	\$12	2091	\$12635
MAXIMUM:	\$14745	\$15	5408	\$16101
TRANSPORTATION				
BUS MECHANIC:				
MAXIMUM:	\$32696	\$34	1167	\$35704
ASSISTANT MECHANIC:				

REFLECTS 4.5% (95/96); 4.5% (96/97); 4.5% (97/98) INCREASES

MAXIMUM: \$18493 \$19325

\$20194

SALARY GUIDES

TRANSPORTATION

STEP	95/96	96/97	97/98
1.	8370	8500	8650
2.	8570	8850	8950
3.	8870	9115	9250
4.	9190	9415	9685
5.	9490	9735	9990
6.	9790	10035	10310
7.	10035	10335	10600
8.	10355	10580	10905
9.	10625	10900	11155
10.	10975	11190	11470
OFF	11375	OFF 11525	OFF 11740
OFF	13520	OFF 11920	OFF 12095
OFF	14315	OFF 14070	OFF 12490
OFF	15845	OFF 14860	OFF 14640
		OFF 16385	OFF 15430
			OFF 16955

EMERGENCY RUN: \$12.00 FLAT RATE

TRIP RATE: \$ 6.00 PER HALF HOUR

\$12.00 PER HOUR

LONGEVITY:

11TH YEAR OF SERVICE: \$400 15TH YEAR OF SERVICE: \$600 18TH YEAR OF SERVICE: \$900

Refer to Article VIII "Employment Procedures Bus Drivers"

SALARY GUIDES CUSTODIANS/BUILDING MECHANICS

STEP	95/96	96/97	97/98
1.	16800	16900	17166
2.	17600	17800	17766
3.	17900	18600	18860
4.	18200	18900	19441
5.	18857	19200	19940
6.	19788	19857	20241
7.	20685	20788	20898
OFF	28859	OFF 21685	OFF 21833
		OFF 29859	OFF 22731
			OFF 30904

LONGEVITY:

After 12 years of service: \$400 After 15 years of service: \$600 After 18 years of service: \$800

Boiler License Stipend: \$200

Building Mechanic Stipend: \$1700

Refer to Article VII "Employment Procedures Support Staff"

SALARY GUIDES

SECRETARIES

STEP	<u>95/96</u>	<u>9</u> 6/97	97/98
1.	15150	15650	15750
2.	15635	15935	16000
3.	16248	16135	16150
4.	16681	16748	16635
5.	16981	17606	17248
6.	17637	18162	18531
7.	17994	18562	18930
8.	18594	18959	19487
9.	19575	20000	20059
10.	20556	20675	20559
11.	22061	21700	21775
12.	22961	23161	OFF 22075
13.	23365	OFF 24061	OFF 24261
OFF	31765	OFF 24390	OFF 25174
	-	OFF 32175	OFF 25465
	-	•	OFF 33790

LONGEVITY: After 12 years of service: \$400

After 15 years of service: \$600 After 18 years of service: \$800

Refer to Article VII "Employment Procedures Support Staff"

SALARY GUIDES TEACHERS

STEP	95/96	<u>96/97</u>	<u>97/98</u>
1.	26000	26000	26500
2.	26300	26750	26750
3.	26800	27500	27500
4.	27500	28000	28425
5.	28600	28800	29000
6.	29500	29500	29800
7.	31500	31550	31550
8.	33400	33450 -	33450
9.	35200	35200	35200
10.	38500	38500	38050
11.	41200	41200	41200
OFF	42302	OFF 42850	OFF 42850
OFF	45311	OFF 43953	OFF 44500
OFF	48106	OFF 46961	OFF 45604
OFF	50106	OFF 49757	OFF 48611
		OFF 51756	OFF 51407
			OFF 53406

B.A. + 15:	ADDITIONAL \$450 PER YEAR
M.A. DEGREE:	ADDITIONAL \$550 PER YEAR
M.A. + 15:	ADDITIONAL \$450 PER YEAR
M.A. + 30:	ADDITIONAL \$550 PER YEAR

PLUS

\$500 Service Increment at end of 18 years service in Stafford Twp. School District.

\$250 Service Increment at end of 21 years service in Stafford Twp. School District.

TOTAL POSSIBLE: \$750

Refer to Article VI "Teacher Employment"

SALARY GUIDES EXTRACURRICULAR ACTIVITIES

ACTIVITY	95/96	96/97	97/98
MUSIC	1544	1613	1685
GYM	1544	1613	1685
SHOW BIZ	1285	1342	1402
ASST GYM	1035	1081	1127
ASST ART	1035	1081	1127
SAFETY	478	499	523
PUBLIC RELATIONS	2058	2150	2246
SUMMER SCHOOL	1451	1516	1584
ENRICHMENT	1285	1342	1402
CURRICULUM WORK (HOURLY)	36.38	38.02	39.73
HOME INSTRUCTION (HOURLY)	36.38	38.02	39.73

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this <u>Fratem bean</u>, 1995, by their respective Presidents or Representatives, attested by their Secretaries or Representatives, and their corporate seals to be placed hereon.

STAFFORD TOWNSHIP BOARD OF EDUCATION STAFFORD TOWNSHIP EDUCATION ASSOCIATION

STEVE FESSLER

President

PATRICIA A. RAY

President

ATTEST:

ENRICO D. SIANO

Board Secretary/

Business Administrator

SUE M. MORGAN

Secretary