

AGREEMENT

BETWEEN

STRATFORD BOARD OF EDUCATION

AND

STRATFORD EDUCATION ASSOCIATION

JULY 1, 1990 -- JUNE 30, 1993

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ARTICLE I

RECOGNITION

A. The Stratford Board of Education hereby recognizes the Stratford Education Association, which represents the majority of the employees, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel under contract or employed by the Board:

Teachers (regular classroom, special education, special area and supplemental)

Librarians

Nurses

Learning Disability Specialists

Social Workers

Secretaries to Principals

Guidance Counselor

Custodians

Summer School Teachers

Stratford Board of Education Bedside Teachers

Classroom Aides (Title I, Compensatory Education and Library, special education)

B. Unless otherwise indicated, the term "teacher", 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 teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be presented to the Board for approval and to the Association for ratification, and upon approval and ratification shall be signed by both parties.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon the interpretation, application or violation of this Agreement which affects the terms and conditions of employment of an employee or group of employees.

2. An "aggrieved person" is the person or persons making the claim or the Association.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration and having an adjustment made which is not inconsistent with the terms of this Agreement.

C. Procedure

1. **Time Limits** - Failure of the party in interest or the aggrieved person to comply with any time limits set forth for the processing of a grievance shall be conclusively deemed to be an abandonment of said grievance. No time limit may be extended except by mutual agreement in writing.

2. **Year End Grievance** - In the event a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Supervisor

- a. An employee with a grievance shall first discuss it with his principal or immediate supervisor within seven (7) school days of its occurrence, either directly or through a representative of his own choosing, with the objectives of resolving the matter informally.
- b. In the event that the problem cannot be resolved by the principal or immediate supervisor within fifteen (15) school days since the hearing of the complaint, then the employee shall reduce the grievance to writing and submit the grievance to the Superintendent with a duplicate copy forwarded to the principal or immediate supervisor involved.

4. Level Two - Superintendent

- a. The Superintendent and/or his representative, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with the aggrieved and/or his representative within three (3) school days of receipt of a request for such a meeting.
- b. The Superintendent shall, within three (3) school days of the conference, render his decision. A written statement of his decision and his reasons shall be forwarded to the aggrieved person, his representative, and the principal or immediate supervisor involved.

5. Level Three Board of Education - If the grievance is not resolved at Level Two to the satisfaction of the employee, he may request a review by the Board of Education. This request shall be made in writing through the Superintendent of Schools who will attach all related documents and forward it to the Board of Education within three (3) school days. The Board shall review the case, and it or a committee of the Board, as determined by the Board, shall hold a meeting with the employee, if requested by the teacher, and shall render a decision, in writing, within twenty-one (21) days of receipt of the grievance by the Board. Copies of the Board's decision shall be sent to the aggrieved, his representative, The Association and to the Superintendent of Schools.

6. Level Four - Arbitration

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

- (1) The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement. He shall limit himself to the issues submitted and shall consider nothing else.
 - (2) The arbitrator shall have no jurisdiction to consider the issue of arbitrability. Such issues shall be submitted to the appropriate state agency or judicial body.
 - (3) The arbitrator shall have no jurisdiction to hear grievances in matters where a method of review is prescribed by law or by any rule, regulation or decision of the Commissioner of Education or State Board of Education.
- b. Without limitation the following matters shall not be subject to arbitration:
 - (1) The failure or refusal of the Board to renew a contract of any non-tenured teacher.
 - (2) In matters where the Board is without authority to act.
 - (3) Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
 - (4) Matters involving the statutory or discretionary powers of the Board.

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

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

D. Rights of Employees to Representation

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

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

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

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

ARTICLE IV

EMPLOYER RIGHTS

A. The parties agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 of the Laws of 1974 (N.J.S.A. 14:13A-2.3).

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

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

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

E. **Criticism of Employees** - Any criticism by a supervisor, administrator, or Board member of any teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings, unless public comment or discussion is requested by the teacher or unless it is part of a legal proceeding (i.e. Superior Court, Office of Administrative Law, PERC Hearing).

1. Any criticism made by a parent, student or other person shall be called to the attention of the teacher promptly so that he shall have the opportunity to respond to and/or rebut such criticism.

F. Protection of Employees, Students and Property

1. **Unsafe and Hazardous Conditions** - The Board and employee shall endeavor to maintain safe working conditions. Accordingly, any unsafe or hazardous conditions shall be reported to the building principal who shall in turn report it to the Superintendent of Schools.

2. **Unauthorized Visitors** - Any employee discovering an unauthorized visitor shall immediately report the person to the building principal, or his designee, at which time the principal, or his designee, shall take appropriate action.

3. Reimbursement For Personal Property Damage

- a. The Board shall reimburse employees for the reasonable value of clothing or other personal property damaged, destroyed or stolen as the result of an assault or vandalism while on school property or while acting in the discharge of his duties within the scope of his employment.
- b. The Board's liability shall not exceed the personal loss insurance coverage limitations maintained by the Board and shall not extend to motor vehicles of the teachers.
- c. Except for clothing worn, all articles of personal property must be registered with the building Principal at the beginning of the school year. Articles may be added to or deleted from this list from time to time. The Principal may disclaim liability for any article or articles of personal property he deems to be unnecessary for the educational program or too valuable, by so notifying the teacher in writing.
- d. Employees who use their own tools pursuant to prior authorization from the administration to fulfill their jobs shall be entitled to reimbursement for any damage which occurs to the tools during their use while the individual is performing his/her job responsibilities.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information - The Board agrees to allow the Association to obtain pertinent public information necessary to the Association's processing of grievances and negotiations.

B. Use of School Buildings - The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. In cases of conflicting schedules, an alternate meeting place within the schools shall be provided. Any damage to school buildings as a result of Association use shall be the responsibility of the Association.

C. Bulletin Boards - The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal prior to posting for his review. The material posted shall be of a routine informational nature concerning Association activities and shall not have the potential for creating controversy or to demean the Board or any of its members.

D. Mail Facilities and Mailboxes - The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other members of the administration.

E. The Association shall have the right to use the duplicating machines before or after regular school hours with the permission of the building principal; provided, however, any damage caused to the machines, which is not paid by the Board's maintenance agreement, shall be paid for by the Association. Operation of the machines shall be only by a specifically designated operator who shall submit to any training in regard to said operation which the Board requires.

ARTICLE VI

TEACHER WORK YEAR - SCHOOL CALENDAR

A. The Board will consider the suggestions of the Association concerning vacations and holidays before adoption of the school calendar. The Board reserves the right to make the final decision with respect to the school calendar.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Arrival and Dismissal Time: The work day for certified teaching staff members shall be seven (7) hours and fifteen minutes. No certified teaching staff member shall be required to report for duty earlier than thirty (30) minutes before the pupils' school day and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day. On Fridays or on days preceding a holiday or a vacation, the teachers' day shall end at the close of the pupils' day. The staff may be required to attend one faculty meeting per month which extends beyond the regular work day. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal and shall run no later than forty-five (45) minutes except in cases of emergencies. No meetings shall be scheduled on Fridays or the day before a holiday. Effective September, 1991 the student day will increase by fifteen minutes per day. The beginning and the ending time of the teacher day will remain unchanged. The Superintendent will consult with the Association prior to the implementation of this provision.

B. Teaching Preparation Time:

1. On weeks that have five (5) school days, a once a week dismissal at 2:15 PM for the pupils will be in effect. The day of the week is to be established by the administration with Fridays eliminated. The time from 2:15 PM to 3:30 PM is to be spent in working with children or in planning time.
2. The administration shall, whenever possible through rescheduling, provide all certified teaching staff members with at least one hundred and ten (110) minutes preparation time per week. Teachers in Grade K-6 will not have to observe their class while it is being taught by the physical education teacher.
3. All faculty members shall have a duty free lunch period consisting of fifty-five (55) minutes. It is further recognized that the time of day for lunch may not be the same for each faculty member because certain grade levels or special subject areas may have their lunch hours at a different time.
4. The Stratford Board of Education recognizes the desirability of attempting to maintain reasonable class sizes in order to further the educational aims and policies of the district.

ARTICLE VIII

TEACHER EMPLOYMENT

A. To be eligible to receive full credit for one year of service toward the next increment step for the following year, the teacher must have been on the payroll for at least one-half (1/2) of the year immediately preceding. For example, a teaching staff member must have been on the payroll at least five (5) months in order to move to the next step of the salary guide for the following year. Less than five (5) months on the payroll shall result in the teaching staff member remaining on the same step for another year.

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

C. Whenever a person accepts employment in the School District, his/her initial place on any salary schedule shall be at such point as may be agreed upon by said person and the Board. Teachers with previous teaching experience in the Stratford School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work, and time spent on a Fulbright Scholarship up to a maximum set forth in Section B. above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

D. Previously accumulated unused leave days will be restored to all employees returning from approved leave.

E. Certified teaching staff members shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE IX

SALARIES

A. Salary Schedule - The salaries of the various employees covered by this Agreement are set forth in the following schedules:

- Schedule A - Certified Teaching Staff Members
- Schedule B - Secretaries
- Schedule C - Custodians
- Schedule D - Classroom Aides

B. Additional Compensation - Certified teaching staff members shall present proof of obtaining credits for additional compensation as stipulated on the salary schedule by October 1st of the current school year. Compensation shall be retroactive as of September 1st of the present contract year.

C. Methods of Payment

1. The Board agrees to pay two (2) salary checks per month.
2. The dates of payment shall be on the 15th and 30th of the month.
3. If the 15th or the 30th falls on a weekend or a holiday the Board agrees to pay the salary check on the last school day preceeding the weekend or the holiday.
4. If the 15th or the 30th falls on a Monday, the Board agrees to pay the salary check on the previous Friday.
5. On ten (10) month contracts, the Board agrees to pay twenty (20) equal payments; on twelve (12) month contracts, the Board agrees to pay twenty-four (24) equal payments.
6. The Board agrees to offer the option to employees to participate in a summer payment program wherein ten (10) percent of the annual pay is withheld and is paid to the employee in either one or two summer payments. Prevailing bank interest rate shall be received by employees on the summer pay plan.
7. The Board shall provide payroll deduction for the South Jersey Federal Credit Union.
8. The Board agrees to make available electronic direct deposit of employees' paychecks provided the employees individually authorize the Board to do so.

D. Certified teaching staff members employed for bedside instruction, shall be compensated at the rate of \$20.00 Dollars per hour effective July 1, 1990; \$22.00 effective July 1, 1991; and \$25.00 effective July 1, 1992.

E. SUMMER SCHOOL - Teachers employed in the Summer School Program as classroom teachers will be compensated at \$21.50 per hour for the 1990 Summer Session; \$23.50 per hour for the 1991 summer session; and \$25.50 for the 1992 summer session. Teachers who hold a supervisory position in the Summer School Program shall be compensated at the rate of \$23.00 per hour for the 1990 Summer Session; \$25.00 for the 1991 summer session; and \$27.00 for the 1992 summer session.

F. NON-TEACHING SUMMER EMPLOYMENT - A certified teaching staff member who performs any service (ie curricula work, in-service) at the direction of the Board other than the teaching of summer school during the summer recess shall be compensated at the rate of \$15.50 Dollars per hour effective July 1, 1990; \$17.00 effective July 1, 1991; and \$18.00 effective July 1, 1992.

G. Certified teaching staff members assigned to Lunchroom duty, shall be compensated at the rate of \$23.00 Dollars per hour effective July 1, 1990; \$25.00 effective July 1, 1991; and \$26.00 effective July 1, 1992.

ARTICLE X

TEACHER ASSIGNMENT

A. Notification

1. DATE FOR PRESENTLY EMPLOYED TEACHERS - All certified teaching staff members shall be given written tentative notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than May 31st.

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

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

C. Transfer, Assignment and Reassignment

1. Definitions

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

Assignment - Change from one grade level to another.

Vacancy - A position which the Board has determined to fill.

2. Teacher-Initiated Transfer and/or Assignment - The teacher shall submit his/her request for transfer or reassignment for the succeeding year to the Superintendent of Schools, in writing, by February 1st. This request shall include the transfer/reassignment desired and the reasons for the request. Such requests represent consent to transfer and may be acted upon without further consultation with the teacher.

3. Administration Initiated Transfer and/or Reassignment - The Superintendent shall notify the teacher in writing whose transfer and/or reassignment is pending as soon as possible after the need is determined by the Superintendent. The teacher shall be provided the opportunity of discussing the pending transfer and/or reassignment and any objection shall be duly considered. At that time, the teacher may request reassignment to any vacancy and/or new position in the district.

4. Any vacancy and/or new position shall be posted in each school as it occurs.

ARTICLE XI

EVALUATION

A. Teaching Staff Members

1. Tenured Teachers - Each tenured teacher shall receive at least one evaluation per year which shall be conducted by a member of the Administration.

2. Non-Tenured Teaching Staff Members - Each non-tenured teaching staff member shall be evaluated four (4) times per year by a member of the Administration.

B. Non-Teaching Staff Members - The Administration shall keep employees informed concerning whether or not they are performing their work satisfactorily. Any written evaluation report shall be presented to the employee involved and a copy forwarded to the Superintendent.

C. Written Evaluations - All written evaluations shall be submitted to the employee involved for his/her review, comment and signature. The signature of said employee shall not be construed to be an acceptance of the contents of the evaluation but rather to indicate that he has had the opportunity to review it.

D. Inspection of Evaluation Reports - Employees shall be permitted to examine evaluation reports in their personnel folder, as maintained in the office of the Superintendent, in the presence of an administrator.

ARTICLE XII

TEACHER FACILITIES

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

ARTICLE XIII

INSURANCE PROTECTION

A. The Board shall provide to each certified teaching staff member, custodian, nurse, secretary, bus drivers, health care insurance protection or an income protection plan pursuant to the terms and conditions of the master policy of insurance. The employee shall choose one of the following plans:

1. Blue Cross/Blue Shield/Rider "J"/Major Medical Coverage for the employee and dependents through the New Jersey Public and School Employees Health Benefit Plan. Aides shall only receive single health benefits through the New Jersey Public and School Employees Health Benefit Plan and none of the benefits set forth in paragraphs A.2., C, and D. of this Article.

2. Income protection plan for the individual employee through Washington National Insurance Company Protection Plan and health insurance coverage for the employee only. A teacher requesting this protection agrees to adhere to the conditions of participation in the program as stipulated by the Washington National Company.

B. The Board shall pay the full premiums for the coverage outlined in paragraph A.1 above or not more than the equivalent dollar amount for the protection outlined in paragraph A.2 above for the 1990-91, 1991-92 and 1992-93 school years.

C. The Board agrees to provide a dental insurance program for each employee and their dependents.

D. Effective January 1, 1988, The Board agrees to provide a prescription drug plan for each employee and their dependents. The plan shall provide for a two-dollar co-pay for each prescription filled.

E. Effective July 1, 1992, the Board shall provide for each employee and their dependents an optical plan through N.J. Vision Services Plan. The Board's obligation to pay the premium shall not exceed \$120.00 per employee.

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

ARTICLE XIV

CLASSROOM AIDES

A. When an aide is asked to substitute teach she shall be compensated at either the aide's hourly rate or the present substitute rate, whichever is higher.

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

C. Classroom aides will have the following personal days:

1. Three (3) days for his/her marriage.
2. Three (3) days for the death of a close family member - father, mother, husband, wife, child, brother, sister.
3. Two (2) days for the death of father -in- law or mother-in-law.
4. One (1) day for the death of other relative.

ARTICLE XV

VACATION - TWELVE MONTH EMPLOYEES

A. Custodian Vacation

1. After two (2) years employment, all custodians shall receive two (2) weeks vacation. Custodians with less than two (2) years employment shall receive one (1) day's vacation for each two (2) months of employment to the maximum of ten (10) working days.

2. Custodians will receive three (3) weeks vacation per year after the fifth (5th) year through the tenth (10th) year of service to the district and four (4) weeks vacation after ten (10) years of service. Vacations properly applied for and approved may be taken throughout the entire year and are not limited to the summer months.

3. Custodians will receive the following ten (10) paid holidays:

- a. July 4th
- b. Labor Day
- c. Thanksgiving Day
- d. Friday following Thanksgiving
- e. December 24th
- f. Christmas Day
- g. New Year's Day
- h. President's Day
- i. Good Friday
- j. Memorial Day

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

5. Custodians required to work more than forty hours during any week will be paid at a rate of time and a half.

B. Secretarial Vacation

1. All secretaries employed as of June 7, 1978 shall receive twenty-two (22) days of vacation per annum. All secretaries hired after June 7, 1978 but before July 1, 1990 shall receive twenty (20) days of vacation per annum. All subsequently hired secretaries shall receive ten (10) days of vacation per annum. After two years of employment, all secretaries will receive fifteen (15) days. Secretaries will receive twenty (20) days vacation after the fifth year of service.
2. Secretaries shall receive the same holidays as the teachers in addition to July 4th and Labor Day.
3. Secretaries required to work more than forty hours during any week will be paid at a rate of time and a half.

ARTICLE XVI

SICK LEAVE

A. Ten Month Employees

1. Any employee who is hired after the beginning of that employee's work year shall be entitled to one (1) sick leave day per month for the balance of that work year. Thereafter, said employee shall be entitled to ten (10) sick leave days per year.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

B. Twelve Month Employees

1. Any employee who is hired after the beginning of that employee's work year shall be entitled to one (1) sick leave day per month for the balance of that work year. Thereafter, said employee shall be entitled to twelve (12) sick leave days per year.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

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

D. Reimbursement for Unused Sick Leave

1. Each employee shall be paid, upon retirement, and after eleven (11) years of employment in the school district, \$20.00 in 1990-91, \$25.00 in 1991-92 and \$30.00 in 1992-93 for each unused sick leave day, accumulated to a maximum of \$2,000 in 1990-1991, \$2,500 in 1991-92, and \$3,000 in 1992-93.
2. The Board shall maintain a record of sick days accumulated and provide each employee with an accounting no later than October 1 of the school year.
3. Unused personal leave days, per policy 4151.15, may become cumulative sick leave but are not to become part of the reimbursable sick leave upon retirement, effective July 1, 1984.
4. The employee shall notify the Board of his/her intention to retire no later than January 1, preceding the retirement date to be eligible for the reimbursement. The reimbursement will then be paid in July. If the employee notifies the Board after January 1, it may result in the delay of the reimbursement for one year.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

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

1. Sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.
2. Requests for sabbatical leaves must be received by the Superintendent in writing, in such a form as may be mutually agreed on by the Association and the Superintendent no later than December 1st and action must be taken on all such requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least ten (10) consecutive full years of service in the Stratford School District.

4. A teacher on sabbatical leave shall be paid by the Board of Education at one hundred (100%) percent of the salary rate for one-half (1/2) year of fifty (50%) percent of the salary rate for a full year.

5. A person requesting sabbatical leave for full-time study must take at least a minimum of twelve (12) semester hours unless extenuating circumstances are approved by the Superintendent and Board.

6. A one-half (1/2) year sabbatical leave may be granted provided adequate provisions can be made for filling the one-half (1/2) year vacancy.

7. Upon return from a sabbatical leave of absence, an employee shall retain the following employment rights held by him before such leave was granted:

- a. Shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.
- b. Unused sick leave as held at the start of the leave shall be retained.
- c. Shall have the right to return to his former position in his former school unless mutually agreed otherwise.

8. Prior to commencing the sabbatical leave, the teacher shall, in writing, agree to return to his/her employment with the School District for one (1) full year and shall, in addition, sign a Provisory Note providing that in the event the teacher leaves the District before the expiration of one (1) full year of employment, he/she shall pay to the Board an amount equal to one-half (1/2) of the salary which he/she would have earned had he/she not terminated said employment. Extenuating circumstances will be considered.

B. Pregnancy Disability/Child Rearing Leave

1. Natural Birth

- a. Any regularly appointed employee shall notify the Superintendent in writing, of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth.

b. The Board shall not remove any employee from her duties during pregnancy except for:

(1) Performance - Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

(2) Physical Incapacity - Her physical

condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

(a) The pregnant employee fails to produce certification from her physician that she is medically able to continue teaching.

(b) The Board and her physician agree that she is unable to continue teaching.

(c) If a difference of opinion exists between the two physicians, the Board may request expert consultation of a third impartial physician, with the cost to be shared equally by the Board and the teacher. The third party shall be agreed upon by both sides and his medical opinion shall be conclusive and binding on both parties.

(3) Any other "just cause" as defined in W.J.S.A. Title 18A.

c. The Board shall grant maternity leave of absence without pay to pregnant employees under the following terms and conditions:

- (1) Any employee seeking a leave of absence for pregnancy purposes shall make application to the Board at the time s/he notifies the Superintendent. The application shall set forth, in writing, the commencement date of the requested leave of absence and the date she desires to return from said leave of absence.

- (2) Any employee may return to work within the school year in which the leave begins, provided s/he shall have requested to do so in her leave of absence application and shall have specified the month when s/he desires to return. 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 leave of absence but prior to the announced commencement date thereof. Additional extension or reduction may be granted by the Board for an additional reasonable period of time provided that such extension or reduction will not substantially interfere with the administration of the school. Any employee granted a leave of absence with a return date during the same school year in which it commences shall be permitted to do so if she makes application at least three (3) weeks prior to the commencement date of her leave of absence.
- (3) The Board shall not be required to extend the leave of non-tenured teachers beyond the school year for which they were hired. Non-tenured teachers wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
- (4) Any tenured teacher may return to work subsequently to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such teacher shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which her leave commences, provided such teacher has given the Board written notice of her intention to do so not less than six (6) months prior to the beginning of the school year in which she wishes to return.

- d. Except as otherwise provided in this policy, no tenured or non-tenured teacher shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each teacher shall be required to file a physician's certificate stating she is capable of resuming full duties at least three (3) weeks prior to her date of return. If the Board's physician is in disagreement, it shall be resolved in the same manner as set forth in paragraph b (3) of this policy.

1. Adoption - Any teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. No teacher on maternity leave shall on the basis of said leave be denied the opportunity to substitute in the Stratford School District in the area of certification or competence.

C. Return From Leave - Any teacher granted a leave of absence under this policy shall be eligible for a salary increment provided he/she has completed five (5) working months or more of service to the District in the year in which leave commences.

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

E. Any leaves of absence described in Section 5 of this Article shall be deemed to include the Family Leave Act.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave Days - Personal leaves granted under Policy 4151.2, .3, .6, .7, .8, .14 shall be permitted with full pay as stated in each policy.

B. Unused Personal Leave Days - Unused personal leave days, to a maximum of five (5) days per year, from the above paragraph, may be used for sick leave days as in Policy 4150.1, either in the current year or may become cumulative sick leave but not part of reimbursable sick leave upon retirement, effective July 1 1984.

C. Visitation to Other Schools - One day's absence with full pay shall be permitted in any one year for a school business visit to other schools. Advance permission from the Superintendent is required. A brief written report of the visit shall be submitted to the Superintendent.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay up to \$700.00 in the 1990-91, up to \$725.00 in 1991-92 and up to \$750.00 in 1992-93 toward the cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences or in-service training. The courses are subject to Board approval shall not be required to pay in excess of \$5,000.00 in 1990-91, \$5,500.00 in 1991-92 and \$6,000.00 in 1992-93.

B. The Board shall pay the tuition and other reasonable expenses incurred by a certified teaching staff member in obtaining certification in that teacher's then current teaching assignment if such additional certification is required by the State for the teacher to maintain that assignment.

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

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

C. In-Service Committee - Any in-service committee which shall be established shall consist of three (3) Association members, two (2) administrators and the Superintendent. The function of this committee shall be to determine the type of in-service that is needed within the District and to make specific recommendations to the Board of Education.

ARTICLE XX

MILEAGE REIMBURSEMENT

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

ARTICLE XXI

EXTRA-CURRICULAR ACTIVITIES AND SALARIES

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

COACHES

<u>ACTIVITY</u>	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
1. Basketball (Boys)	\$1,430	\$1,780	\$1,940
2. Basketball (Girls)	\$1,630	\$1,780	\$1,940
3. Cheerleaders	\$ 820	\$ 890	\$ 970
4. Softball (Girls)	\$ 980	\$1,070	\$1,170
5. Student Council	\$ 870	\$ 950	\$1,040
6. Chorus	\$ 980	\$1,070	\$1,170
7. Dance Band	\$ 980	\$1,070	\$1,170
8. Instrumental Music	\$ 980	\$1,070	\$1,170
9. Gymnastics	\$ 820	\$ 890	\$ 970
10. Computer Club	\$ 410	\$ 450	\$ 490
11. Honor Society	\$ 410	\$ 450	\$ 490
12. Soccer	\$ 980	\$1,070	\$1,170

ASSISTANT COACHES

1. Basketball (Boys)	\$ 815	\$ 890	\$ 970
2. Basketball (Girls)	\$ 815	\$ 890	\$ 970
3. Softball (Girls)	\$ 490	\$ 535	\$ 585
4. Assistant Soccer	\$ 490	\$ 535	\$ 585

ARTICLE XIII

DURATION AND TERMS OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993.

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

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the representatives of the parties hereto have set their hands and seals to this agreement this day of 1990.

BOARD OF EDUCATION OF
THE BOROUGH OF STRATFORD

BY: Michael J. Ryan
President
[Signature]
Secretary

STRATFORD EDUCATION ASSOCIATION

BY: Robert T. Long
President
[Signature]
Secretary

SALARY NOTES

1. A \$325.00 increment each year will be paid to employees who have twenty (20) or more years in the Stratford School District.
2. Custodians having a Black Seal License will receive, in addition to their step on the salary schedule:
1990-1991 = \$240.00
1991-1992 = \$265.00
1992-1993 = \$290.00

Custodians employed after January 1, 1991, shall not be eligible for this Stipend.

TEACHER GUIDES ONLY

1. All individuals on a 1/2 (half) in 1986-1987 were treated as if they were at the next highest whole step (example: Step 5 1/2 in 1986-1987 started at Step 6). This eliminates half steps from the guide.
2. Future employees who are granted experience credit will be placed on the appropriate step of the salary guide by first determining the proper step the employee would be placed at had they been hired in 1986-1987. No person with less experience will be placed at a higher step than a Stratford teacher currently employed.

TEACHER SALARY GUIDES

1990-1991

CONVERSION CHART

86-87 STEP	87-88 STEP	88-89 STEP	89-90 STEP	90-91 STEP	91-92 STEP	92-93 STEP
			1	1	1	1
		1	2	2	2	2
	1	2	3	3	3	3
	2	3	4	4	4	4
	3	4	5	5	5	5
	4	5	6	6	6	6
	5	6	7	7	7	7
	6	7	8	8	8	8
	7	8	9	9	9	9
	8	9	10	10	10	10
1	2	3	4	4	4	4
2	3	4	5	5	5	5
3	4	5	6	6	6	6
4	5	6	7	7	7	7
5	6	7	8	8	8	8
6	7	8	9	9	9	9
7	8	9	10	10	10	10
8	9	10	11	11	11	11
9	10	11	12	12	12	12
10	11	12	13	13	13	13
11	12	13	14	14	14	14
12	13	14	15	15	15	15
13	14	15	15	15	15	15
14	15	15	15	15	15	15
15	15	15	15	15	15	15
16	15	15	15	15	15	15
17	15	15	15	15	15	15
18	15	15	15	15	15	15
19	15	15	15	15	15	15
20	15	15	15	15	15	15
21	15	15	15	15	15	15
22	15	15	15	15	15	15
23	15	15	15	15	15	15
24	15	15	15	15	15	15
25	15	15	15	15	15	15
26	15	15	15	15	15	15
27	15	15	15	15	15	15
28	15	15	15	15	15	15
29	15	15	15	15	15	15
30	15	15	15	15	15	15
31	15	15	15	15	15	15

Step	BA	BA+30	MA	MA+30
1	25445	26745	27245	28545
2	25695	26995	27495	28795
3	25945	27245	27745	29045
4	26195	27495	27995	29295
5	27595	28895	29395	30695
6	28995	30295	30795	32095
7	30395	31695	32195	33495
8	31795	33095	33595	34895
9	33195	34495	34995	36295
10	34595	35895	36395	37695
11	36895	37395	37895	39195
12	37895	38895	39395	40695
13	39095	40395	40895	42195
14	41545	42845	43345	44645
15	43995	45295	45795	47095

1991-1992

Step	BA	BA+30	MA	MA+30
1	27275	28775	29275	30575
2	27525	29025	29525	30825
3	27775	29275	29775	31075
4	28025	29525	30025	31325
5	29425	30925	31425	32725
6	30825	32325	32825	34125
7	32225	33725	34225	35525
8	33625	35125	35625	36925
9	35025	36525	37025	38325
10	36425	37925	38425	39725
11	37825	39325	39825	41125
12	39225	40725	41225	42525
13	40625	42125	42625	43925
14	43995	45495	45995	47395
15	47060	48560	49060	50360

1992-1993

Step	BA	BA+30	MA	MA+30
1	29548	31198	31698	33048
2	29798	31448	31948	33298
3	30048	31698	32198	33548
4	30298	31948	32448	33798
5	31698	33348	33848	35198
6	33098	34748	35248	36598
7	34498	36148	36648	37998
8	35898	37548	38048	39398
9	37298	38948	39448	40798
10	38698	40348	40848	42198
11	40198	41748	42348	43598
12	41698	43148	43848	45098
13	43198	44548	45348	46598
14	46732	48182	48982	50232
15	50265	51915	52415	53765

**SCHEDULE B
SECRETARY SALARY GUIDES**

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1.	15,700	17,100	18,600
2.	15,900	17,300	18,800
3.	16,100	17,500	19,000
4.	16,300	17,700	19,200
5.	16,500	17,900	19,400
6.	16,700	18,100	19,600
7.	16,900	18,300	19,800
8.	17,100	18,500	20,000
9.	17,300	18,700	20,200
10.	17,500	18,900	20,400
11.	17,700	19,100	20,600

Secretaries who are off the guide shall receive an increase as follows over their last year's salary.

1990-1991 = 3%
1991-1992 = 3%
1992-1993 = 3%

**SCHEDULE C
CUSTODIAL SALARY GUIDES**

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1.	19,000	20,700	22,125
2.	19,300	20,980	22,525
3.	19,500	21,100	22,725
4.	19,700	21,300	22,925
5.	19,900	21,500	23,125
6.	20,100	21,700	23,325
7.	20,300	21,900	23,525
8.	20,500	22,100	23,725
9.	20,700	22,300	23,925
10.	20,900	22,500	24,125

Custodians who are off the guide shall receive an increase as follows over their last year's salary.

1990-1991 = 3%
1991-1992 = 3%
1992-1993 = 3%

SCHEDULE D

CLASSROOM AIDES SALARY GUIDES

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Per 1/2 Day	34.66	37.78	41.18
Per Day	69.32	75.56	82.36

LIBRARY AIDE SALARY GUIDES

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
	\$8.75 per hour	\$9.55 per hour	\$10.40 per hour