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AGREEMENT
BOARD OF EDUCATION - STERLING HIGH
SCHOOL DISTRICT
AND
STERLING EDUCATION ASSOCIATION
STATE OF NEW JERSEY

1973 - - - 1975

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

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

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

ARTICLE I RECOGNITION - The parties hereto are the Board of Education of Sterling High School District (hereinafter referred to as the 'Board') and the Sterling Education Association (hereinafter referred to as the 'Association'). The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiation concerning the terms and conditions of employment for all certified personnel under 10 or 12 months teaching contract with the Board; provided, however, that the following supervisory personnel shall be excluded from membership in, or representation by, the Association: Superintendent, Asssistant to the Superintendent, Secretary-Business Administrator, Principal, Assistant Principal, Assistant to the Principal and Guidance Director.

It is recognized that a unit clarification proceeding concerning the inclusion of Department Coordinators in the unit is presently pending before the Public Employees Relations Commission.

The status of Department Coordinators with respect to unit membership shall be held in abeyance pending the disposition of the proceeding.

Unless otherwise indicated, the term 'teacher' when used hereinafter in this agreement shall refer to all certified personnel under 10 or 12 month teaching contract with the Board when represented by the Association for the purpose of collective negotiation as above defined, and references to male teachers shall include female teachers.

ARTICLE II BOARD'S FUNCTION - Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the New Jersey School Law commonly known as Title 18A.

ARTICLE III NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to commence collective negotiations on a successor agreement not later than November 6, 1974. The Association shall submit to the Board a complete bargaining proposal for such successor agreement not later than October 14, 1974. Such formal proposals as the Board wishes to make shall be submitted not later than October 24, 1974.
- B. Neither party in the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually

pledge that their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals and do all that is necessary and proper for bona fide negotiations; provided, however, that it is understood that no action binding the Board can be taken other than pursuant to the statutes governing the operation of the Board and its members.

- C. This agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.

ARTICLE IV GRIEVANCE PROCEDURE

- A. Definition. The term 'grievance' means a complaint by any person or persons that, as to them, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said person or persons. The 'aggrieved person' is the person or persons making the claim.

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

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher;
2. In matters where a method of review is mandated by law, or by any rule, regulation or by law of the State Commissioner of Education or the State Board of Education;

3. In matters where the Board is without authority to act.
4. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to teachers under provisions of State Law.

B. Procedure

1. An aggrieved person shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
2. A person processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by the Board or any Agent thereof.
3. In the presentation of a grievance, the person shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance. Such right of representation shall be applicable only to presentation of a grievance as

defined herein. It does not extend to conferences with administrative personnel where no formal grievance as defined herein has been filed on behalf of the aggrieved party.

4. Whenever the person appears with a representative the Board shall have the right to designate its own representative.
5. A person may first discuss his grievance orally with his Department Coordinator, if applicable. If the grievance is not resolved to the person's satisfaction within three (3) school days after said discussion, the person shall proceed in accordance with the following paragraph. However, a person may elect to eliminate the oral discussion with his Department Coordinator in which event he shall commence his grievance procedure in accordance with the following paragraph.
6. A person shall discuss his grievance orally with the principal and shall reduce the same to writing and file the same with the principal and a copy of the same with the Board office.
7. If the grievance is not resolved to the person's satisfaction within three (3) school days after the discussion referred to in Paragraph 6 above, the person shall submit his grievance to the Superintendent in writing, specifying:

- (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his dissatisfaction with the determination.
8. A copy of the writing called for in Paragraph 7 above, shall be furnished to the principal and a copy of the same shall be filed with the Board office.
 9. Within three (3) school days from the receipt of written grievance (unless a different period is mutually agreed upon); the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
 10. Within three (3) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the person and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal.
 11. In the event of a failure of the Superintendent to act in accordance with the provisions of Paragraphs 9 and 10, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent shall within three (3) school days schedule a meeting with the parties concerned and the Personnel Committee of the Board.

12. The Personnel Committee shall conduct a hearing and compile a record concerning the merits of the grievance. The Personnel Committee may also make a recommendation to the school board for disposition. The record and recommendation if one is included shall be forwarded to the Secretary-Business Administrator for placement before the school board within fifteen (15) days of the conclusion of the hearing before the Personnel Committee. Copies of the Personnel Committee report and recommendations shall be furnished to the grievant.
13. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Personnel Committee.
 - (a) The writing set forth in Paragraphs 7 and 10, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
14. The person appealing to the Board may submit written materials in support of his application provided however that the same shall be served upon the adverse parties at least ten (10) school days prior to the hearing.

15. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the person, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
16. In the event a person is dissatisfied with the determination of the Board, he shall have the right to request the appointment of an arbitrator.
 - (a) Such requests shall be made no later than fifteen (15) calendar days following the determination of the Board or forty-five (45) calendar days have passed with no determination having been made by the Board after receipt of the grievance. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.
 - (b) Such request for the appointment of an arbitrator can be honored only if the aggrieved person in writing waives the right, if any, to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.

- (c) Within ten (10) school days after such written notice of a request for arbitration, the Board and the aggrieved person (or his representative), shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request will be made by the party or parties to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement.
- (e) The arbitrator shall render his decision in writing within thirty (30) days after the completion of the arbitration proceedings. Only the Board and the aggrieved person (or his representative) shall be given copies

of the arbitrator's decision. The decision of the arbitrator shall be binding on both parties.

(f) Each party shall bear the total cost incurred by themselves. Fees and expenses of the arbitrator will be shared by the parties equally.

(g) No matter shall be arbitrable which would constitute a waiver by the Board of those rights and powers which it is forbidden by law to waive or delegate.

ARTICLE V TEACHER'S RIGHTS

A. The Board agrees that every teacher shall have the right freely to organize, join and support the Association with purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303 in the Public Laws of 1968 in the State of New Jersey, or the Constitutions of New Jersey and the United States. The Board further agrees that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, his participation in any lawful activity of the Association, collective negotiations with the Board, or institution of any grievance under this agreement.

- B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of such personnel in his office, position, or employment or the salary or any increments pertaining thereto, then such personnel shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise or represent him during such meeting or interview.

ARTICLE VI ASSOCIATION RIGHTS

- A. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times; provided, however, that in no event shall this be deemed to confer upon the Association or its representatives the right to transact business during the school day; provided further, that a written permission to conduct business on the school property shall first have been obtained from the Superintendent.
- B. The rights granted pursuant to sub-paragraph A of this Article shall be deemed to include the right to use school facilities for meetings of the Association.
- C. Any use by the Association or its representatives of the school facilities pursuant to this Article shall be subject to the requirement that the Association shall be responsible for the payment of any extra

maintenance and similar costs in connection with such use in accordance with existing Board policy.

- D. The Association shall have the use of a bulletin board in each faculty lounge. Should the Administration object to any posted material the Association agrees after notice of such objection that objectionable material shall be removed; provided, however, that nothing herein contained shall prohibit the Association or its members from asserting a grievance pursuant to the provisions of this agreement with respect to the removal of such material.
- E. The Association shall have the right to use the intra-school mail facilities and school mail boxes with the prior written approval of the Superintendent.
- F. The Association shall have the right to use school equipment including typewriters, mimeograph machines and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use; provided, however, that the prior approval of the Superintendent shall have been obtained in writing and the Association shall pay the reasonable cost of all materials and supplies incident to such use.
- G. Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may obtain such documents as the Board

is required by law to release and to make available to the public.

ARTICLE VII PROTECTION OF TEACHERS

- A. Whenever any civil action has been brought or shall be brought against any teacher, for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Board shall defray the cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This sub-paragraph shall apply to the use of automobiles in the performance of personnel's duties; provided, however, that the use of such automobile shall have been authorized in writing in advance by the Superintendent.
- B. Should any criminal action be instituted against any teacher for any act or omission arising out of the performance of the duties of such teacher and such proceeding is dismissed or results in a final disposition in favor of such teacher the Board of Education shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- C. During the time of suspension of a teacher pending charges he shall not receive pay; provided, however, that a Board hearing upon any charge leading to suspension shall be held within two (2) weeks of the

filing of the charges, and further provided that if the charges are found to be without merit, the teacher shall be reinstated with all accumulated benefits, and shall be reimbursed in the amount of pay withheld during suspension.

- D. A teacher shall immediately report any case of assault upon his person arising out of or in connection with his teaching duties. Such matters shall be reported to the Principal or a teacher's immediate superior.
- E. Teachers will not be required to work under unsafe or hazardous conditions nor will they receive assignments dangerous to their health and safety. Further, in the event of civil disorder on the school property, representatives of the Association shall have the right to meet with the Board's designated representatives concerning the safety of the teachers.
- F. It is recognized that in an emergency situation caused by fire, bomb threat, riot and the like teachers are charged with the responsibility of using all prudent means to assure the safety and well being of their students.

ARTICLE VIII SCHOOL CALENDAR

- A. The Board shall solicit the views of the Board-Staff Relations Committee concerning vacations and holidays before the adoption of the school calendar; provided, however, that the Board reserves the right to make

final decision with respect to the school calendar. For both 1973-74 and 1974-75 the total teacher work year consists of 189 days.

- B. The parties recognize the desirability where possible of coordination of said calendar with the calendars of the elementary schools of the Board's constituent districts.

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

ARTICLE X TEACHER'S SALARIES - The salaries of all teachers for the 1973-74 and 1974-75 school years are covered by this agreement and shall be as set forth in Schedule A annexed hereto and made a part hereof.

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

- D. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

Teachers shall receive final checks and the pay schedule for the following year on the last working day in June; provided, however, that the Superintendent or other designated representative of the Board shall have first certified that a teacher has fulfilled his statutory responsibilities prior to the release of such checks.

- E. The annual increment of any teacher may be withheld in whole or in part by the Board, upon the recommendation of the Superintendent.

1. Any such action shall be taken by the Board on or before April 30 of the year preceding the year in which the increment is to be received. Grounds for withholding the increment shall be limited to unsatisfactory performance, as determined by the administrative-supervisory team, in executing the assigned duties as a member of the professional staff.
2. A teacher must be given written notification by the Superintendent by March 1 of the intention to recommend the withholding of his increment. Such notification shall contain the alleged cause or causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

guide as if an increment had never been withheld, unless the Board shall take further action in accordance with the provisions of this Article to further withhold any additional increment or increments in whole or in part.

6. Section E of this Article shall be effective only during the incumbency of the Superintendent in office at the time of the execution of this agreement.

F. The supplemental salaries payable to teachers who accept coaching and extra-curricular assignments for the 1973-74 school year are set forth in Schedule B. It is understood that teachers offered positions provided for in Schedule B shall be offered the same pursuant to a supplemental contract and that tenure in these positions is not possible. It is further understood that the supplemental salary received under Schedule B shall in no event be considered part of the teacher's base salary.

Supplemental salaries for the 1974-75 school year shall be subject to negotiations to commence no later than November 5, 1973.

ARTICLE XI TEACHER EMPLOYMENT

A. The Board agrees to employ for instructional purposes only persons properly certified by the appropriate state agency for such purposes. The Superintendent

- B. Should the Board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered as provided in paragraph A of this Article, then the Board shall be deemed to have offered to such teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.
- C. If such teacher desires to accept such employment, he shall notify the Board of such acceptance in writing, which may be in the form of a signed contract, on or before June 1st; in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue employment of such teacher.

ARTICLE XIII AUTOMOBILE USE - Teachers shall not be required to use their automobiles in performance of their duties. Teachers who voluntarily use their automobiles in the performance of their duties shall be reimbursed for such travel at the rate of \$.10 per mile; provided, however, that the use of such automobile shall have been first authorized in writing by the Superintendent.

ARTICLE XIV VOLUNTARY REASSIGNMENT

- A. The Principal shall deliver to the Association and shall post on the Association's bulletin board by May 15 a tentative list of positions expected to be available for the following school year, which may be changed if circumstances warrant. Thereafter, teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent specifying the desired change. The Board covenants to give consideration to the desires of the teachers as so expressed in formulating assignments for the following school year; provided, however, that nothing herein contained shall prohibit the Board's exercise of its discretion in good faith in making teacher assignments.
- B. If a teacher is refused reassignment he shall be promptly permitted to meet with the Principal to discuss the refusal.

ARTICLE XV INVOLUNTARY REASSIGNMENT

- A. Notice of an involuntary reassignment shall be given to the teacher affected as soon as practical. No vacancy shall be filled by means of involuntary reassignment if there is a qualified volunteer available to fill said position. A determination as to the qualification of any such applicant shall be made by the Superintendent in his discretion after recommendation by the Principal.

- B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned.
- C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher, may at his option, have an Association representative present at such meeting.
- D. Teachers given notice of involuntary reassignment shall have the right to file promptly a written statement of preference for any other existing vacancy, for consideration in accordance with Article XIV. A.

ARTICLE XVI PROMOTIONS

- A. The Board agrees to give as much advance notice as possible to the Association and its members of the availability of promotional positions when such positions are opened. For the purpose of this agreement promotional positions shall include the positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility, including but not limited to positions such as Superintendent, Assistant to the Superintendent,

Coordinator, Principal, Vice-Principal, Guidance Director, Department Coordinators, Athletic Coach or Director.

- B. Teachers who desire to apply for such promotional positions shall submit an application in writing to the Superintendent, which writing shall be kept on file by the Superintendent and given consideration in the filling of the promotional positions and any similar positions as may be described in the said writing until such writing may be requested to be withdrawn by the teacher filing it.
- C. All qualified teachers shall be given 15 days from the posting of notice to make application and no position shall be filled until all properly submitted applications have been considered. During summer recess, teachers shall have 20 days from the mailing of notice of the opening to the Association's designated representative. The Association agrees to notify the Board office by close of school each year of the name and address of its representative. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of service in the District shall be the deciding factor. Notice of the filling of the position shall be given promptly to all

unsuccessful applicants. Upon request of the applicant, the Principal shall meet with him to discuss the appointment. A determination as to the qualifications of any applicant shall be made after recommendation of the Principal by the Superintendent in his discretion.

ARTICLE XVII SICK LEAVE

- A. All teachers shall be granted a yearly sick leave of 10 days to be used only for illness. Said sick leave except as hereinafter allowed as personal leave, may not be used for any other reason. Use in violation of this agreement shall constitute grounds for disciplinary action. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.
- B. If any teacher is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent. Teachers shall notify the Principal's office of absence due to the illness as early as possible but not later than 7:30 a.m. the morning of the absence. Notification should be made prior to 10:30 P.M. of the evening preceding the absence when possible as directed.
- C. Upon termination of employment, a teacher may request and the Board shall grant a certificate stating the teacher's unused accumulated sick leave.
- D. Re-employment by the Board of a teacher will reinstate past accumulated sick leave.

- E. Upon request in writing to the Superintendent, a teacher may be granted accumulated sick leave for illness in the immediate family, which will not be unreasonably withheld.

ARTICLE XVIII TEMPORARY LEAVE OF ABSENCE

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

five (5) days during the school year. Absences not in excess of five (5) days shall be with pay at the discretion of the Superintendent. Absences beyond those allowable pursuant to this Article or as sick leave may be granted by the Board in its discretion in which event deductions at the rate of one-two hundredth of the annual salary (in the case of 10 month personnel) and one-two hundred and fiftieth of the annual salary (in the case of 12 month personnel) per day of absence will be made.

2. The five days specified herein for personal leave may be used as sick leave and shall be cumulative for the purpose of sick leave only. Personal leave may not exceed five (5) days in any school year except upon the recommendation of the Superintendent approved by the Board.
3. Personal leave may be utilized in connection with religious holidays.

ARTICLE XIX EXTENDED LEAVE OF ABSENCE

A. Maternity Leave

1. Any regularly appointed teacher should notify the Superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth.

2. The Board shall not remove any teacher from her duties during pregnancy, except on any one of the following bases:

(a) Performance: Her teacher performance has substantially declined from the time immediately prior to her pregnancy.

(b) 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:

(i) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

(ii) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or

(iii) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the teacher and the Board, shall be appointed to examine the teacher and whose medical opinion shall be conclusive

and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

(c) Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18A.

3. The Board shall grant maternity leaves of absence without pay to pregnant teachers under the following terms and conditions:

(a) Any tenured or non-tenured teacher seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of the requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which commencement date may be any time prior to birth.

(b) Any tenured or non-tenured teacher may return to work within the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return.

Any extension of reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenure teacher granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if she makes application at least three weeks prior to the commencement date of her leave of absence and subject to the provisions of paragraph A(3)(d) of this Article.

- (c) The Board shall not be required to extend the leave of non-tenure teachers beyond the school year for which they were hired. Non-tenure

teachers wishing to return for the following school year shall be considered by the Board for re-employment for the following year.

(d) Any tenured teacher may return to work subsequent 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 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.

4. Except as otherwise provided in this Article, no tenure or non-tenure 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 such teacher shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she

is physically capable of resuming her full duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in paragraph A(2)(b)(iii) of this Article.

5. Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she actually returns from such leave) provided she has completed at least five (5) months of work during the school year in which the leave commences.

B. Military Leave

1. Any teacher who shall enter the active military or naval services of the United States shall be granted leave of absence without pay for the period of such service and for a further period of three (3) months after receiving his discharge from such service. Teachers returning from such service shall be re-employed for the school year next commencing after termination of such leave of absence if such teacher has been honorably discharged from such service. Upon the return from military

service as aforesaid, the employment of the teacher before entering such service and the employment after his resumption of employment following such service shall be counted in determining his right to tenure in office as though the two periods had not been interrupted by a leave of absence. Similarly, for the purposes of determining the appropriate step on the salary scale upon which such an individual is to be placed, teaching service prior to the leave of absence and subsequent to his return to employment shall be considered as continuous service as though the same had not been interrupted by military leave; provided, however, that a maximum of four (4) years' credit for military service for the purposes of determining the appropriate step on the salary scale shall be granted to any teacher.

2. A teacher's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility shall be unaffected by a military leave of absence as provided for in this Article. For this purpose, the teacher's service prior to leave of absence and subsequent to his return to

employment shall be continuous service as though the same had not been interrupted by military leave.

3. Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. Such leave shall result in no loss of sick days or personal leave. For the purpose of this agreement, the determination of what constitutes "Temporary Active Duty" shall be made by the Board in its discretion. In no event shall the term "Temporary Active Duty" apply to service rendered by an individual beyond his initial military obligation as required by federal statute. A teacher absent on account of such temporary active duty shall be paid the difference between his regular pay and any amounts received during such period from the state or federal government. Such leave shall result in no loss of sick days or personal leave.

ARTICLE XX SABBATICAL LEAVE

- A. A teacher may, on recommendation of the principal to the Superintendent, be granted sabbatical leave of absence for purpose of approved study for a period not exceeding one year if: a) the teacher has served in the State of New Jersey for ten (10) years and has been continuously employed by the Board for a period of at least seven (7)

years or b) has been continuously employed by the Board for a period of at least nine (9) years.

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

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

ARTICLE XXI INSURANCE PROTECTION

- A. The Board will assume the cost of the individual teacher's share of health insurance protection under the Public and School Employees Health Benefits Program. During the 1973-74 school year, the Board shall assume one-half of the cost of coverage of dependents of teachers under said plan, the other one-half of said cost to be borne by the individual teacher through salary deductions; except that the full cost of major medical dependent

coverage shall be borne by the Board. During the 1974-75 school year, the Board shall assume the full cost of coverage of dependents of teachers under said plan.

- B. The Board will provide to all teachers a description of health care insurance coverage provided hereunder. This shall contain a description of the conditions of the coverages and the individual limits thereof.

ARTICLE XXII PROFESSIONAL DEVELOPMENT - The Board recognizes that it shares with its professional staff the responsibility of upgrading and updating teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

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

ARTICLE XXIV DURATION OF CONTRACT - This agreement shall become effective on July 1st, 1973 and shall terminate on June 30th, 1975.

ARTICLE XXV TEACHER AND ASSOCIATION OBLIGATIONS - The professional status of the teachers is hereby recognized and affirmed. The Association covenants for itself and its members not to engage in any strike, slowdown or other concerted activities which have been or may be defined by the Legislature of this State or the Courts of this State as

illegal activities when engaged in by public employees. Resort to any such illegal activities by the Association or its members shall be violative of this agreement and of the teacher's professional responsibilities to the Board and to their students.

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

ARTICLE XXVII TEACHER EVALUATION

- A. Teachers shall be evaluated only by certified persons appointed by the Board for that purpose. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher involved. Observations made for the purpose of the preparation of written analysis of a teacher's work performance shall involve continuous observation in the classroom for a period of at least twenty (20) minutes. Observation shall start at the beginning of the period but not later than five (5) minutes after the late bell to insure a minimum of classroom disruption.
- B. All first year teachers shall be evaluated at least four (4) times per year with a minimum of two (2) evalua-

tons prior to January 15th and a minimum of two (2) after January 15th.

- C. All second year and third year teachers shall be evaluated at least three (3) times per year, with a minimum of two (2) evaluations prior to January 15th and a minimum of one (1) evaluation after January 15th.
- D. All tenure teachers shall be evaluated at least twice a year, with a minimum of one (1) evaluation prior to January 15th and a minimum of one (1) after January 15th and a maximum of four (4) per year.
- E. A teacher shall be given the written analysis of any observation within five (5) days of the evaluation. Upon request teacher shall be granted a conference to discuss such analysis. The written analysis shall be submitted to the teacher simultaneously with its presentation to the administration. A teacher shall have the right to submit a written answer to any written analysis which shall be reviewed by the administration together with the analysis.
- F. Any complaint regarding a teacher made to any member of the administration by any person will be promptly investigated and called to the attention of the teacher involved. A teacher shall be given an opportunity to respond to a complaint and shall have the right to be represented at any hearings held on such complaint.

- G. It is recognized that any question or criticism by a supervisor or administrator of a teacher and his instructional methodology should be made in confidence and not in the presence of a public gathering.
- H. A teacher shall have the right to review all material in his personnel file at any reasonable time. No unauthorized person shall be permitted access to the personnel files. Personnel files may not be removed from the Board office nor may anything be removed from the file without the written consent of the teacher.
- I. Upon reviewing the file, a teacher shall have the right to insert therein a written response to anything therein which he regards as detrimental.

ARTICLE XXVIII TEACHER WORK DAY

- A. Teachers shall be required to report to school for duty ten (10) minutes prior to the opening of the individual teacher's assigned schedule and shall be permitted to leave thirty (30) minutes after the close of the individual teacher's assigned schedule; teachers may leave ten (10) minutes after the end of assigned schedule on holidays fixed by the school calendar, provided, however, that teachers shall make themselves available in a professional manner to consult with students needing or requesting additional instruction or assistance immediately beyond the thirty (30) minute period described above, and provided, further that teachers shall also make themselves available for teacher meetings beyond the above

described hours. A teacher shall not be required to teach more than twenty-five (25) instructional periods per week, except as required by present practice. It is agreed that teachers may voluntarily accept assignment to additional instructional periods.

- B. Teachers shall have a daily duty free lunch equal to the length of a regular class period. Teachers shall also have a daily free period for preparation equal to the length of the regular class period.
- C. Teachers may leave the building without requesting permission during such periods; provided, however, that the administration must be notified of such absence in advance.
- D. In unforeseen emergency situations arising during the course of the school day, a teacher may be required to cover the class of an absent teacher.
- E. For the purposes of this Article, a teacher shall not be required to cover the class of a teacher absent for the purpose of supervising extra-curricular activities.

ARTICLE XXIX BOARD-STAFF RELATIONS COMMITTEE

- A. The parties hereto will select from their respective memberships appropriate representatives to become members of a Board-Staff Relations Committee, which committee shall meet at least six (6) times per school year and at least once every three (3) months for the purpose of discussion of current school problems and practices. The aforesaid committee shall be presided over by the

Board member designated for that purpose by the Board, who shall designate the time and place of any meeting and circulate at least three (3) days prior thereto the agenda for such meeting. The Association representatives shall submit at least three (3) days prior thereto an agenda.

- B. The Association shall appoint a liaison committee which shall meet with the principal and superintendent at appropriate times to discuss current school problems and practices.

IN WITNESS WHEREOF, the Board of Education of the Sterling High School District, Camden County, New Jersey, and the Sterling Education Association have caused these presents to be signed by their proper officers and their respective corporate seals to be annexed hereto this 15th day of March, 1973.

ATTEST:

BOARD OF EDUCATION OF
STERLING HIGH SCHOOL DISTRICT

Edith K. Davies
Secretary

By: Alfred W. Channing Jr.
President

ATTEST:

STERLING EDUCATION ASSOCIATION

Mrs. Joyce J. Sheets
Secretary

By: Joseph Tallant
President

RESOLUTION

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

WHEREAS, the Sterling Education Association is the representative for the purposes of collective bargaining of certain of the professional personnel of the District; and

WHEREAS, the Board and the Association, through negotiations in good faith have agreed upon the form of an agreement concerning terms and conditions of employment, including salary and other benefits;

NOW THEREFORE BE IT RESOLVED by the Board of Education of the Sterling High School District as follows:

1. The Agreement between the Board and the Sterling Education Association in the form annexed hereto, be and the same is hereby approved and ratified.

2. The President and Secretary of the Board are hereby authorized to execute the aforesaid Agreement and to do all things necessary and proper to implementation thereof.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Education of the Sterling High School District at a special meeting held on the *15th* day of *March*, 1973 at the Board's offices in Somerdale, New Jersey.

Edith K. Davies

Edith K. Davies, Secretary
Business Administrator

RESOLUTION

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

WHEREAS, the Sterling Education Association is the representative for the purposes of collective bargaining of certain of the professional personnel of the District; and

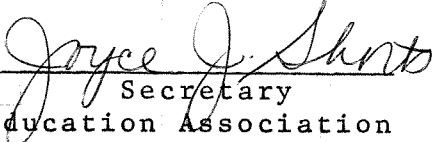
WHEREAS, the Board and the Association, through negotiations in good faith have agreed upon the form of an agreement concerning terms and conditions of employment, including salary and other benefits;

NOW THEREFORE BE IT RESOLVED by the Sterling Education Association of the Sterling High School District as follows:

1. The Agreement between the Board and the Sterling Education Association in the form annexed hereto, be and the same is hereby approved and ratified.
2. The President and Secretary of the Sterling Education Association are hereby authorized to execute the aforesaid Agreement and to do all things necessary and proper to implementation thereof.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the resolution adopted by the Sterling Education Association of the Sterling High School District at a special meeting held on the *14th* day of *February* 1973 at the Board's offices in Somerdale, New Jersey.



Secretary
Sterling Education Association

STERLING HIGH SCHOOL DISTRICT
SOMERDALE, N.J.

SALARY GUIDE - 1973-74
1974-75 (Italics)

BASE: \$8,000

STEP	B.A.	B.+10	B. 20	B.+30	MASTER	M.+10	M.+20	M.+30	DOCTOR
1.	\$8,000 8,300	\$8,100 8,400	\$8,200 8,500	\$8,300 8,600	\$8,600 8,900	\$8,800 9,100	\$9,000 9,300	\$9,200 9,500	\$9,500 9,800
2.	8,600	8,700	8,800	8,900	9,200	9,400	9,600	9,800	10,100
3.	8,900	9,000	9,100	9,200	9,500	9,700	9,900	10,100	10,400
4.	8,950 9,250	9,050 9,350	9,150 9,450	9,250 9,550	9,550 9,850	9,750 10,050	9,950 10,250	10,150 10,450	10,450 10,750
5.	9,275 9,575	9,375 9,675	9,475 9,775	9,575 9,875	9,875 10,175	10,075 10,375	10,275 10,575	10,475 10,775	10,775 11,075
6.	9,625 9,925	9,725 10,025	9,825 10,125	9,925 10,225	10,225 10,525	10,425 10,725	10,625 10,925	10,825 11,125	11,125 11,425
7.	9,975 10,275	10,075 10,325	10,175 10,425	10,275 10,525	10,575 10,825	10,775 11,025	10,975 11,225	11,175 11,425	11,475 11,725
8.	10,350 10,650	10,450 10,725	10,550 10,825	10,650 10,925	10,950 11,225	11,150 11,425	11,350 11,625	11,550 11,825	11,850 12,125
9.	10,725 11,025	10,825 11,125	10,925 11,225	11,025 11,325	11,325 11,625	11,525 11,825	11,725 12,025	11,925 12,225	12,225 12,525
10.	11,125 11,425	11,225 11,525	11,325 11,625	11,425 11,725	11,725 12,025	11,925 12,225	12,125 12,425	12,325 12,625	12,625 12,925
11.	11,525 11,825	11,625 11,925	11,725 12,025	11,825 12,125	12,125 12,425	12,325 12,625	12,525 12,825	12,725 13,025	13,025 13,325
12.	11,925 12,225	12,025 12,325	12,125 12,425	12,225 12,525	12,525 12,825	12,725 13,025	12,925 13,225	13,125 13,425	13,425 13,725
13.	12,325 12,625	12,425 12,725	12,525 12,825	12,625 12,925	12,925 13,225	13,125 13,425	13,325 13,625	13,525 13,825	13,825 14,125
14.	12,725 13,025	12,825 13,125	12,925 13,225	13,025 13,325	13,325 13,625	13,525 13,825	13,725 14,025	13,925 14,225	14,225 14,525
15.	13,125 13,425	13,225 13,525	13,325 13,625	13,425 13,725	13,725 14,025	13,925 14,225	14,125 14,425	14,325 14,625	14,625 14,925

*Any increment after the 15th step shall be regarded in the nature of a merit increment

SCHEDULE B
SUPPLEMENTAL ASSIGNMENTS

A. COACHING

POSITION:

	<u>1973-74</u> <u>Supplemental Salary</u>	<u>Range</u>
1. Athletic Director	\$1300	800-1500
2. <u>FOOTBALL:</u>		
Head Coach	\$1650	800-2000
Asst. Coach (5)	600	450-850
3. <u>BASKETBALL:</u>		
Head Coach	\$1000	600-1200
Asst. Coach (2)	500	350-800
4. <u>WRESTLING:</u>		
Head Coach	\$ 800	450-1000
Asst. Coach (2)	450	300-800
5. <u>BASEBALL:</u>		
Head Coach	\$ 800	600-1000
Asst. Coach (2)	450	300-750
6. <u>TRACK:</u>		
Head Coach	\$ 800	600-1000
Asst. Coach (2)	450	300-650
7. <u>TENNIS:</u>		
Coach	\$ 375	200-450
8. <u>CROSS COUNTRY:</u>		
Coach	\$ 550	400-700
9. <u>SOCCER:</u>		
Head Coach	\$ 700	450-1000
Asst. Coach	400	250-800
Asst. Coach	375	

POSITION:

1973-74
Supplemental Salary

Range

10. WEIGHT LIFTING:

Head Coach \$ 750 450-800

11. INDOOR TRACK:

Coach \$ 400 250-550

(GIRLS)

1. BASKETBALL:

Head Coach \$ 650 400-800

Asst. Coach (2) 350 250-500

2. HOCKEY:

Head Coach \$ 650 450-750

Asst. Coach (2) 400 250-500

3. SOFTBALL:

Head Coach \$ 500 300-500

Asst. Coach 350 200-350

4. TENNIS:

Coach \$ 375 200-450

5. MAJORETTES & TWIRLERS:

Coach \$ 350 200-400

6. CHEERLEADERS:

Head Coach \$ 450 200-500

Asst. Coach 375 175-375

B. OTHER

ACTIVITY:

	1973-74 <u>Supplemental Salary</u>	<u>Range</u>
1. Year Book	\$ 450	350-600
2. Newspaper	\$ 400	300-600
3. Junior-Senior Play (2)	\$ 300	200-500
4. Audio Visual	\$ 350	200-500
5. Early Cafeteria Duty	\$ 300	200-500
6. Band	\$ 750	700-1000
7. Student Council	\$ 450	200-500
8. <u>Advisors:</u>		
12th Grade Level	\$ 550	400-700
11th Grade Level	\$ 350	200-500
10th Grade Level	\$ 275	150-450
9th Grade Level	\$ 250	150-450
9. Night Librarian Service	\$ 5.00 per hour	None
10. Cafeteria Duty (lunchtime)	\$ 200	None

NOTE:

The indicated 1973-74 salary is that which the present coach will receive if continued in the position. The indicated range represents the limits within which salary adjustments may be made.