

PREAMBLE

This Agreement, entered into this 20th day of December, 2005, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF UPPER DEERFIELD, in the County of Cumberland, hereinafter called the "Board" and the UPPER DEERFIELD ADMINISTRATORS' ASSOCIATION, hereinafter called the "Association".

Article One

RECOGNITION AND DEFINITIONS

- 1:1 The Upper Deerfield Board of Education hereby recognizes the Upper Deerfield Administrators' Association as the exclusive and sole representation for the collective negotiations concerning the terms and conditions of the employment for all Principals and Directors employed by the Board.
- 1:1.1 For purpose of clarity, the term "administrator" when used in this contract shall refer to all persons/positions represented by the UDAA in the negotiating unit as defined above. Reference to one gender shall include the other gender unless expressly stated.
- 1:1.2 The term "Board" shall include its officers and agents.
- 1:2 The Board agrees not to negotiate with any organization as representative for the administrators other than that designated as the representative for the duration of this Agreement.

Article Two

SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to administrators covered by this Agreement established by the rules, regulations and/or policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied

so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Article Three

SALARIES

- 3:1 Effective July 1, 2006, all of the UDAA employees shall receive a 4.2% increase:
Effective July 1, 2007, all of the UDAA employees shall receive a 4.2% increase.
Effective July 1, 2008, all of the UDAA employees shall receive a 4.2% increase.
These salaries are set forth in Appendix A which is made part of this agreement.
- 3:2 Paychecks shall be issued the 15th of each month and the last day of each month. When a payday falls on, or during, a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. If a payday falls on a Monday, paychecks shall be issued on the last previous working day. Ten month employees shall be issued their final checks five (5) workdays after the close of the school year but in no case earlier than June 20.
- 3:3 An administrator may individually elect to have bimonthly deductions taken from his/her salary in elected denominations for payment in an individual account in the Cumberland County Federal Credit Union. However, the amount of such initial bimonthly deduction shall remain in effect until the first pay period of the following September or January, at which time the administrator may elect to change or establish a deduction amount. All requests for changes must be forwarded on the proper forms to the Business Office prior to August 30th or December 30th. Credit Union loan deductions shall not be affected by this article.

3:4 An administrator may individually elect to have bimonthly deductions taken from his/her salary for deposit in a Board approved Tax Shelter Annuity Plan. However, the amount of such bimonthly initial deduction shall remain in effect until the first pay period of the following September or January, at which time the administrator may elect to change or establish a deduction amount. All requests for changes must be forwarded on the proper forms to the Business Office prior to August 30th or December 30th. Credit Union loan deductions shall not be affected by this article.

3:5 The Board will provide for electronic deposit of paychecks. Such deposit shall be limited to one account designated by the administrator and one change shall be permitted during the school year. Timelines for enrollment and for a single change shall be determined by the Board. A minimum of (20) participants, made up of administrators, teaching staff or other employees entitled to this benefit shall be required for this benefit to be activated.

Article Four

HOLIDAY, VACATION AND COMPENSATORY TIME

4:1 The Upper Deerfield Township Schools' ten month school calendar includes legal holidays, N.J.E.A. Convention, Winter Recess and Spring Recess. The Superintendent of Schools reserves the right to require any or all administrators to work during any of the days off, other than legal holidays. Administrators required to work over summer days off or on holidays, other than legal holidays, will be able to take like time worked off, up to three days, during the school year as compensation for their service to the school district or shall be paid his/her per diem rate for each day the administrator works, as approved by the Superintendent. Days worked in addition to three will be paid at the per diem rate. Twelve month administrators' calendar includes one additional legal holiday, July 4. Twelve month administrators are granted 20 days of vacation time per school year commencing the

second year and each subsequent year they are employed by the district. New twelve-month administrators, or ten-month administrators moving to twelve months, are granted 15 days of vacation time in the first year in addition to the school holidays previously listed.

Article Five

INSURANCE

- 5:1 The Board shall give notice at the time of hiring to all employees hired that the responsibility for filling out the proper enrollment cards rests with the employee. No employee shall be covered unless he/she has requested coverage and has signed the necessary documents subject to the enrollment policies of the insurance company.
- Any employee denied coverage due to the failure of the employer to give the appropriate said notice or to properly process the employee documents shall be made whole by the Board.
- 5:1.1 For all administrators, the Board shall pay 100% of the premium for coverage in the New Jersey State Health Benefits Plan (New Jersey Blue Cross/Blue Shield, Rider J benefits, major medical coverage), or equal to or better than Board approved medical coverage, for the administrator and any eligible dependent (s), subject to the enrollment policies of the insurance company. Such premium payments shall be for the full twelve (12) month period of the coverage year and for the duration of the Agreement.
- 5:2 All administrators shall receive, upon their request, coverage in a prescription plan for the administrator and any eligible dependent(s). In no event, shall the administrator's portion of the premium exceed his/her contribution rate in effect on June, 2000. The maximum administrator co-pay for each prescription is \$25 as agreed upon in the previous agreement. The rights for the prescription plan shall be subject to the provisions of the enrollment policies of the Insurance Company. New enrollees may enroll during open enrollment periods as provided by the Insurance

Company.

- 5:3 All administrators shall receive, upon their request, payment of the administrator's share plus 100% of the family plan premium for those who qualify, of a dental plan including major coverage with the Board's share capped at the 1994-95 level. The cost of the dental plan shall be supplemented by the administrator to meet any increased premium cost. The rights for the dental plan shall be subject to the provisions of the enrollment policies of the Insurance Company. New enrollees may enroll during open enrollment periods as provided by the Insurance Company.
- 5:4 The benefits set forth in this article shall be subject to the provisions of the enrollment policies of the Insurance Company(ies). New enrollees may enroll during open enrollment periods as provided by the Insurance Company(ies).
- 5:5 Eligible employees that choose to not be covered through the district's medical, prescription rider, or dental plans will receive 35% of the Board's cost for that insurance in lieu of coverage. The amount will be paid at the end of the school year each June.
- Those declining coverage must meet the following conditions:
- a. Proof must be provided that the employee is covered by a medical plan under another plan and a waiver must be signed.
 - b. Anyone declining coverage in the current year can only return to coverage after reapplying during an open enrollment event or upon the loss of the other coverage based upon the happening of a "life event" such as death of a spouse, divorce, spouse's loss of job, or other similar situation. In that event, the employee will be required to reimburse the Board, by payroll deduction, for any excess payments received.

Article Six

EDUCATIONAL IMPROVEMENT

- 6:1 During the term of this Agreement, any administrator who shows evidence of successful completion of post-graduate courses in the field of education, supervision, or administration taken during the duration of this Agreement and approved by the Superintendent prior to enrollment in the courses shall be reimbursed for up to nine (9) credits per school year at the current Rutgers University tuition cost per graduate credit only. In order to obtain reimbursement for a course, an administrator must achieve a grade of "B" or better. With prior approval of the Superintendent, a grade of "Pass" in a course graded on a pass/fail basis, will be reimbursed.
- 6:2 Administrators having completed post-graduate courses must submit a billform with evidence of course completion not later than two months after completion of the courses in order to receive reimbursement.
- 6:3 The Board will continue to make payments to help defray the costs of professional association memberships. The Board sets these payments at \$1,442 for the first year, \$1,485 for the second year, and \$1,530 for the third year of this contract. The \$100.00 (One hundred dollars), which is the Legal Defense Fund portion of the dues to the New Jersey Association of School Administrators, will be paid by the administrator. Any unused portion of this payment shall be retained by the Board.

Article Seven

GRIEVANCE PROCEDURE

- 7:1 **DEFINITION**
- A grievance is a claim by an administrator or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the administrator's or group of administrators' terms and conditions of employment.

7:2 PROCEDURE

7:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved administrator(s) to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. All procedural timelines for any grievance(s) filed after May 31st and before August 15th shall be determined by school days and not calendar days. Calendar days shall apply under all other circumstances.

7:2.2 It is understood that administrators 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.

7:2.3 Level One:

7:2.3a Any administrator(s) with a grievance shall first discuss it with the Superintendent in an attempt to resolve the matter informally.

7:2.3b A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of when the administrator(s) should have know of the occurrence. If the grievance is not filed within this thirty (30) calendar days limit, the grievance is deemed waived.

7:2.3c A decision shall be rendered by the Superintendent within fourteen (14) calendar days after presentation of the grievance at this Level.

7:2.4 Level Two

If, as a result of the informal discussion, the grievance is not resolved to the administrator's(s') satisfaction, he/she/they may request a review by the Board of Education within fourteen (14) calendar days of the Superintendent's written response or within (14) calendar days from when a decision should have been rendered. The request shall be submitted through the Superintendent of Schools, who shall attach all

related papers and forward the request to the Board of Education at its next regular meeting. The Board shall review the grievance and shall hold a hearing with the administrator(s) within thirty (30) days of said Board meeting and render a decision in writing within fifteen (15) calendar days from the date of the final hearing with the administrator(s).

The grievance shall be in writing and specify:

- 1) The nature of the grievance
- 2) The nature and extent of the injury, loss or inconvenience
- 3) The result of previous discussions
- 4) His/her/their dissatisfaction with decisions previously rendered (in the informal step)
- 5) Remedy sought

7:2.5 Level Three

No claim by any administrator(s) shall constitute a grievable matter beyond Level Two or be processed beyond Level Two if it pertains to:

7:2.5a Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which, according to law, is either beyond the scope of Board authority or limited to action of the Board alone.

7:2.5b Dismissal or failure to renew the contract of a non-tenured administrator.

7:2.5c A complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

7:2.5d If the administrator(s) or the Association is/are dissatisfied with the decision of the Board of Education, and only if the grievance pertains to a violation of this Agreement between the Board and the Association and/or terms and conditions of employment, the Association or administrator(s) may request the appointment of an arbitrator. Such request shall be made known to the Superintendent by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision of the Board, in writing.

7:3 ARBITRATION PROCESS

7:3.1 The following procedure will be used to secure the services of an arbitrator:

7:3.1a A joint request will be made to obtain the services of a mutually satisfactory arbitrator.

7:3.1b If the parties are unable to determine a mutually satisfactory arbitrator, they will request the Public Employment Relations Commission to submit a roster of names.

7:3.1c If the parties are unable to determine, within fourteen (14) calendar days of the initial request a mutually satisfactory arbitrator from the submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

7:3.2 The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The parties further agree to accept the arbitrator's award as final and binding upon them.

7:4 COSTS

7:4.1 Each party will bear the total cost incurred by themselves.

7:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

7:4.3 If time is lost by any administrator(s) due to arbitration proceedings necessitating, as determined by the Board of Education, the retention of a substitute(s), the Board of Education shall pay the cost of the substitute(s). The time lost by the administrator(s) must be without pay from the Board of Education unless the decision is in favor of the administrator(s). However, the administrator(s) may use personal or vacation days, if such time is available to attend the arbitration proceedings. Effort shall be made to schedule such proceedings after school hours.

Article Eight

MANAGEMENT RIGHTS

- 8:1 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
- 8:1.1 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its administrators;
- 8:1.2 To hire all administrators and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such administrators.
- 8:1.3 To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- 8:1.4 To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers/administrators, and other employees with respect thereto, and non-teaching activities, and the terms of employment.
- 8:2 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey and the Constitution and laws of the United States.
- 8:3 Nothing contained herein shall be considered to deny or restrict the Board

of its rights, responsibilities and authorities under the New Jersey General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article Nine

ADMINISTRATORS' RIGHTS

- 9:1 In accordance with existing laws, the Board hereby agrees that every party to this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to sex, race, religion, creed, age, hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 9:2 Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- 9:3 Subject to law, no administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

9:4 Required Meetings or Hearings

Whenever any administrator is required to appear before any supervisor, the Board or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that administrator in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview if the administrator so requests. Any suspension of an administrator shall be in accordance with NJSA Title 18A and other applicable laws, statutes and/or court decisions.

9:5 Criticism of Administrator(s)

9:5.1 Any questions, complaints or criticism by the Superintendent, a board member, or by any officer, agent or employee of the Board, of an administrator and his/her methodology shall be made in confidence and and not in the presence of students, parents, or other public gatherings unless the administrator requests that such discussion or criticism be held in public.

9:5.2 Any complaints or criticism regarding an administrator made to any member of the Board or officer, agent, and/or employee thereof, by any parent, student, or other person, which are or may be used in any manner in evaluating an administrator shall be called to the attention of the administrator within ten calendar days of the time the complaint or criticism is received by the full Board.

Article Ten

EMPLOYEE EVALUATION

10:1 FREQUENCY

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured administrator consistent with the law. Tenured administrators

shall receive at least one (1) written evaluation per year.

10:2 GENERAL CRITERIA

10:2.1 Evaluation Procedures

Any evaluation statements that could, in the administrator's judgment, affect his/her employment status shall be made in writing, and presented to the administrator. She/he shall have the right to discuss such evaluative material with his/her supervisor and respond in writing before it is placed in his/her personnel file.

10:2.2 Right of Administrator to Respond

A conference shall be arranged upon request between the evaluator and the administrator. At such time, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The administrator shall reserve the right for written comment or rebuttal to such material before final placement in his/her personnel file.

10:3 PERSONNEL RECORDS

10:3.1 File

An administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy of any document at Board expense.

10:3.2 Derogatory Material

No material derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the administrator has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event that the administrator in question refuses to sign the copy of the material, another member of the administrative association will affix his/her signature as witness, indicating the refusal to sign, and the material will then be placed in the administrator's personnel file. The administrator shall also have the right to submit a written rebuttal to such material and said rebuttal

shall be reviewed by the Superintendent and attached to the file copy.

10:3.3 No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection.

Article Eleven

COMPLAINT PROCEDURE

11:1 When a complaint of any kind regarding any administrator(s) is made by a parent or guardian to any member of the Board or to any officer, agent, and/or employee of the Board, the complaint shall be handled by the Superintendent.

11:2 The Superintendent shall immediately notify the administrator(s) of the complaint and attempt to resolve it in discussion with the administrator (s). If the Superintendent is unable to resolve the problem satisfactorily with all concerned, he/she shall schedule a meeting involving the concerned parties in an effort to resolve the problem through direct discussion between the parties and the Superintendent. If the complaint remains unresolved, the Superintendent will involve the Board of Education, where efforts will be made to resolve the situation. If the final decision is not a fair one in the administrator (s) opinion, the administrator (s) is/are entitled to file a grievance. The administrator(s) is/are entitled to representation at all times and at all meetings.

Article Twelve

TRANSFERS AND REASSIGNMENTS

12:1 INVOLUNTARY TRANSFERS AND REASSIGNMENTS

12:2.1 Use of Voluntary Requests

Before a permanent vacancy shall be filled by means of involuntary transfer or reassignment, a qualified volunteer shall be considered to fill said position.

12:2.2 Notice

Notice of an involuntary transfer or reassignment shall be given to administrators as soon as is practicable and, except in cases of emergency, not later than the issuing of letters of intent for continuation of employment.

12:2.3 Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent, at which time an administrator shall be notified of the reason thereof. In the event the administrator objects to the transfer or reassignment at this meeting, a meeting between said administrator and the Superintendent shall be arranged upon the administrator's request. The administrator may, at his/her option, have a representative present at such a meeting. If not resolved to the administrator's satisfaction, a meeting shall be arranged between the administrator and the Board of Education upon the administrator's request. The administrator may at his/her option, have a representative present at such a meeting.

Article Thirteen

HOURS OF WORK

13:1 The Board of Education recognizes that the daily schedule of an administrator's work cannot be fixed. There will be times when an administrator, in fulfilling his/her duties and responsibilities, will be required to be in attendance during the evening or weekend. During events deemed by the Superintendent to require the attendance of one or more administrators and/or scheduled for other than normal school day hours, the administrator(s) who is (are) assigned by the Superintendent

will be available and on duty in the school in which said event is being held. At the sole discretion of the Superintendent, other arrangements for administrative supervision and/or professional security services at said event will be permitted or required. Whenever practicable, the administrator(s) assigned this duty will be advised of the requirement for their presence one (1) week prior to the date of the event. The administrator will remain on duty until after the last member of the public or professional staff member has safely exited the school grounds. It is expected that each administrator shall work the necessary number of hours per week to perform his/her job in an effective and efficient manner. When an administrator provides coverage for another administrator, it shall be assigned on an equitable basis.

Article Fourteen

SICK LEAVE

14:1 During the term of this Agreement, all administrators who are 10-month employees covered by this Agreement shall be entitled to ten (10) sick leave days each school year. Administrators who are 12-month employees shall be entitled to twelve (12) sick days each school year. All sick leave is available on the first official day of said school year, whether or not the administrator(s) report(s) for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

14:2 NOTIFICATION OF ACCUMULATION

Administrators shall be given a written notice of accumulated sick leave days at the time of the first salary payment of each school year.

14:3 REIMBURSEMENT FOR ACCUMULATED SICK LEAVE

The Board has allocated a bank of \$18,000 to be utilized among eligible UDAA members as a retirement bonus. This amount will be divided as specified by the UDAA and paid to the individual, eligible administrators upon their retirement from the Upper Deerfield Township Schools.

Administrators hired after January 1, 1997 shall not be eligible for this

benefit. Said monies shall be paid to all eligible employees retiring from the Upper Deerfield Township Schools after a minimum of twelve (12) years continuous service to these schools. Administrators may opt to receive payment for this benefit up to twelve (12) months after retirement. The estate of any administrator who dies between retirement and the deferred payment date shall receive the payment. In order to receive reimbursement for this benefit an employee must notify the Board of his/her intention to retire six months prior to retirement. Failure to notify six months prior to retirement may result in postponement of the sick leave payment for one year, at the discretion of the Board. Eligible unit members with 12 continuous years of service shall have said benefit paid to their estate in the event of death. Administrators must be pension-eligible to receive this benefit. For the purposes of this article, pension-eligible shall mean "the administrator must qualify under the guidelines of the NJ Division of Pensions (TPAF)". This article shall expire when the allocated bank of \$18,000 has been exhausted.

14:4 Administrators hired after January 1, 1997 shall be paid fifty dollars (\$50.00) per day for each day of accumulated unused sick leave upon his/her retirement. The maximum number of days said administrator may be reimbursed for shall be 100 days. Said monies shall be paid to all eligible administrators retiring from the Upper Deerfield Township Schools after a minimum of twelve (12) years continuous service to these schools. Administrators may opt to receive payment for this benefit up to twelve (12) months after retirement. Failure to notify the Board six months prior to retirement may result in postponement of the sick leave payment for one year, at the discretion of the Board. Eligible unit members with 12 continuous years of service shall have said benefit paid to their estate in the event of death. Administrators must be pension-eligible to receive this benefit. For the purposes of this article, pension-eligible shall mean, "the administrator must qualify under the guidelines of the NJ Division of Pensions (TPAF)".

Article Fifteen

TEMPORARY LEAVES OF ABSENCE

15:1 TYPES OF LEAVES

During the term of this Agreement, administrators shall be entitled to the following temporary nonaccumulated leaves of absence with full pay for each school year, except as noted in 15:1.1 concerning Personal Day Leave.

15:1.1 Personal

Four days leave of absence for personal, legal business, household or family matters which require absence during school hours. Applications to the Superintendent for personal leave shall be made at least 24 hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. This leave may not be taken on a day immediately before or after a holiday unless such leave is specifically approved by the Superintendent. The decision of the Superintendent to grant or not to grant such leave shall not be challengeable under the grievance procedure contained in this Agreement. No personal days may be used within the first and last five (5) work days of school year or within five (5) days of the last day of school unless an emergency exists. Three unused personal days in any year shall be added to the administrator's accumulated sick leave total if the administrator has accumulated 75 or more days of sick leave. If the total number of accumulated days is less than 75 all four days may roll over into the administrator's accumulated time.

15:1.2 Legal

Time necessary for appearances in any legal proceedings connected with employment or with the school system or in any other legal proceeding, if the administrator is required by law to attend.

15:1.3 Death

A leave of absence of up to five (5) school days shall be granted for death in the immediate family. The immediate family is considered to be husband, wife, child, father, mother, brother, sister, mother-in-law, or father-in-law. Upon notification of the Superintendent, an administrator shall be granted emergency leave of absence, depending on the individual circumstances as reviewed and determined by the Superintendent. In all other cases of death, other than the immediate family, as defined, an administrator shall be granted time off to attend a funeral at the discretion of the Superintendent.

15:1.4 Professional Visitation

Time shall be provided for the purpose of visiting other schools and attending meetings or conferences of an educational nature, with approval of the Superintendent. Registration, food and lodging (when appropriate) will be paid by the Board of Education within preapproved limits and with documentation of expenditures. Travel expenses at the IRS mileage rate will also be paid. After the visitation or conference, a written report is to be submitted to the Superintendent summarizing the professional experience.

15:1.5 Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

15:2 In Addition to Sick Leave

Leave taken pursuant to Section 16:1 above shall be in addition to any sick leave to which the administrator is entitled.

Article Sixteen

EXTENDED LEAVES OF ABSENCE

16:1 MATERNITY LEAVE

16:1.1 Definition: The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-

related disabilities. Such an absence is governed by Article 15 of this Agreement. The term "maternity leave" refers to a voluntary absence from active employment either:

- a. commencing while the pregnant administrator is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or
- b. commencing after the end of a pregnancy-related disability of the administrator or of the administrator's spouse for the purpose of child care.

16:1.2 Procedure: Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure and shall be in addition to any time requested under the New Jersey State or Federal Family Leave Acts:

- a. All initial applications for, and applications for extensions or reduction of, maternity leave shall be made in writing to the Superintendent.
- b. The administrator shall request maternity leave to the Superintendent of Schools in writing at least sixty (60) days before the date she/he wishes his/her leave to begin. Such written request shall specify the date when the administrator wishes his/her leave to begin and to end.
- c. The requested date of commencement or termination of the maternity leave may be changed within a semester by the Superintendent if she/he finds that the grant of a leave for those dates would substantially interfere with the administration of the school, provided that such a change is not contrary to what is medically advisable.
- d. Following the grant of such leave, the administrator may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the administrator to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

- e. The Board may require an administrator, during her pregnancy, to produce certificates from her physician stating that she may continue working effectively at the duty to which she has been assigned.
- f. In the event of any question as to the condition of the pregnant administrator, a conference shall be arranged between the Board's physician and the attending physician.
- g. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant administrator from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
- h. Any administrator shall be granted maternity leave for the entire academic school year in which the maternity leave began.
- i. Time spent on maternity leave of absence shall not count toward salary guide placement experience, sick leave accumulation, etc.

16:1.3 ADOPTION LEAVE

Any administrator may apply for a leave in the case of adoption by such administrator of a child four (4) years of age or younger under the same terms as the maternity or child care leave above; except that the sixty (60) day notice in 17:1.2b hereinabove shall be an intent notice, and actual notice shall be presented when the administrator has notice of the actual adoption. If the child is more than four (4) years of age, such leave may be granted at the sole discretion of the Board. Adoption leaves shall begin upon the administrator's receiving de facto custody of the infant child, or earlier if necessary to fulfill the requirements for the adoption.

16:2 CHILD REARING LEAVE PROCEDURE

Child rearing leave, without pay, will be granted upon Board approval under the following procedures and shall be in addition to any time requested under the New Jersey State or Federal Family Leave Acts:

16:2.1 All initial applications for child rearing leave shall be made in writing to the Superintendent.

16:2.2 Such written requests shall specify the date when the administrator

wishes to begin or end leave. Under normal conditions, the beginning and end of such leave shall be on a semester basis. However, in emergency situations, leave could be granted under other arrangements.

16:3 ILLNESS IN FAMILY

A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the administrator's immediate family. Immediate family shall be spouse, children, parent (including parent-in-law).

16:4 GOOD CAUSE

Other leaves of absence, without pay, may be granted by the Board for good reason.

16:5 BENEFITS

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to said administrator upon his/her return, and he/she shall be considered for the exact same position which the administrator held at the time said leave commenced.

16:6 EXTENSIONS AND RENEWALS

All extensions or renewals of leave shall be applied for; and, if granted, shall be done in writing.

Article Seventeen

SEPARABILITY

17:1 If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article Eighteen

NEGOTIATION OF SUCCESSOR AGREEMENT

- 18:1 This Agreement shall be for a period of three years from the effective date. Negotiations concerned with the terms of this Agreement shall not be reopened during that time except by mutual written agreement of the parties.
- 18:2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 18:3 The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and make counterproposals in the course of negotiations. However, the Board negotiating team shall not have the authority to bind the Board, and all agreements shall be subject to final approval of the Board of Education. Additionally, the Association negotiating team shall not have the authority to bind the Association, and all agreements shall be subject to ratification by the Association.
- 18:4 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters.
- 18:5 This Agreement shall not be modified in whole or in part by the parties except by the instrument in writing duly executed by both parties.
- 18:6 Deadline Date – The parties agree to enter into collective negotiations over a successor Agreement in accordance with the NJ Public Employment Relations Law (PERC) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires.
- 18:7 Any agreement so negotiated shall apply to all administrators in the bargaining unit, be reduced to writing, be submitted for ratification by the Association and adoption by the Board, and be signed by the President of the Board and Business Administrator/Board Secretary and the President and Secretary of the Association.

Article 19

DURATION OF AGREEMENT

This Agreement, signed January 24, 2006 shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Business Administrator/Board Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

UPPER DEERFIELD BOARD OF EDUCATION

By _____ President

By _____ Business Administrator
/Board Secretary

Dated _____

UPPER DEERFIELD ADMINISTRATORS' ASSOCIATION

By _____ President

By _____ Secretary

Dated _____

APPENDIX A

	2006/2007	2007/2008	2008/2009
	4.2%	4.2%	4.2%
Paula Roberson	70,054	72,996	76,062
Morris Gaburo	102,016	106,301	110,766
* Lewis Katzmar	93,101	97,011	101,085
James Turner	111,391	116,069	120,944

* Mr. Katzmar also receives a stipend for Affirmative Action Officer for the district. This is not reflected in the salary shown.