

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE  
TOWNSHIP OF UPPER DEERFIELD

and the

UPPER DEEFIELD EDUCATION ASSOCIATION

JULY 1, 1995 THROUGH JUNE 30, 1998

## CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
ONE	RECOGNITION AND DEFINITIONS	1
TWO	SAVINGS CLAUSE	1
THREE	TEACHING HOURS AND LOAD	2
FOUR	SALARY	4
FIVE	INSURANCE	6
SIX	EDUCATIONAL IMPROVEMENT	7
SEVEN	GRIEVANCE PROCEDURE	8
EIGHT	MANAGEMENT RIGHTS	11
NINE	EMPLOYEE RIGHTS	12
TEN	EMPLOYEE-ADMINISTRATION LIAISON	13
ELEVEN	EMPLOYEE EVALUATION	14
TWELVE	COMPLAINT PROCEDURE	16
THIRTEEN	TRANSFERS AND REASSIGNMENTS	17
FOURTEEN	SICK LEAVE	18
FIFTEEN	TEMPORARY LEAVES OF ABSENCE	19
SIXTEEN	EXTENDED LEAVES OF ABSENCE	20
SEVENTEEN	SEPARABILITY	23
EIGHTEEN	NEGOTIATION OF SUCCESSOR AGREEMENT	24
NINETEEN	DURATION OF AGREEMENT	25
APPENDIX A-1	SALARY GUIDE (1995-96)	
APPENDIX A-2	SALARY GUIDE (1996-97)	
APPENDIX A-3	SALARY GUIDE (1997-98)	
APPENDIX B	EXTRACURRICULAR COMPENSATION	
APPENDIX C	HOME INSTRUCTION AND/OR EMPLOYEE DUTY ASSIGNMENT	

## **PREAMBLE**

This Agreement, entered into this 24th day of October, 1995 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 EDUCATION ASSOCIATION, hereinafter called the "Association."

## **Article One RECOGNITION AND DEFINITIONS**

- 1:1 The Upper Deerfield Board of Education hereby recognizes the Upper Deerfield Education Association as the exclusive bargaining representative for all certificated personnel under contract but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees.
- 1:1.1 The term "teacher" or "employee," when used hereinafter in this Agreement shall refer to all persons/positions represented by the Upper Deerfield Education Association in the bargaining or negotiating unit as above defined.
- 1:1.2 The term "Board" shall include its officers and agents.
- 1:2 The Board agrees not to negotiate with any organization 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 employees covered by this Agreement as 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**  
**TEACHING HOURS AND LOAD**

3:1 The work year for all staff employed prior to the 1995-96 contract year shall be one hundred and eighty-three days (183) including one (1) in-service day, one (1) day attendance immediately before the pupils' school year and one (1) day immediately after the pupils' school year under normal circumstances.

Those employees newly hired for the 1995-96 or 1996-97 school year shall have a work year of one hundred and eighty-four (184) days. The additional day will be an in-service orientation day prior to the pupils' school year.

Effective July 1, 1997, all staff shall have a work year of one hundred and eighty-four (184) days with newly hired staff having a work year of one hundred and eighty-five (185) days. Such days shall be scheduled as follows:

- a. One (1) new hire orientation in-service day prior to the pupils' school year. (New hires only)
- b. Two (2) staff in-service days (All staff)
- c. One (1) day attendance immediately before the pupils' school year. (All staff)
- d. One (1) day attendance immediately after the pupils' school year. (All staff)

3:2 No employees covered by this Agreement shall be required to report for duty earlier than 15 minutes before the start of the pupils' instructional day, or be required to remain more than 20 minutes after the close of the instructional day.

- 3:2.1 Employees may be required to remain after the close of the school day for the purpose of staff meetings, provided that no individual employee be required to attend more than two (2) such meetings per month, non-accumulative, and that such meetings be limited to one (1) hour beyond the end of the employee day. This does not include a meeting which the principal may require with an individual employee. At least five (5) days prior notice shall be given of such meetings. The Association recognizes there may be a need to have additional meetings or to extend the length of a regular meeting in the case of an emergency. No such additional meeting(s) and/or extension of a regular meeting shall occur without the consent of the majority of employees impacted as per the current procedure. However, any employee who is unable to attend an additional meeting or to remain past the contractual length of a regular meeting, shall not be required to do so but is responsible for the information discussed at the meeting.
- 3:3 The Board shall provide for each employee a minimum of one duty free preparation period per week. The Board will further attempt to maintain the current number of preparation periods for each employee as the minimum.
- 3:4 Employees shall have a duty-free lunch period equal to the pupils' lunch period.
- 3:5 If cafeteria duty is included in the duty roster, the procedure for assigning such duty shall be as follows:
1. No teacher shall be assigned if a volunteer is available. A teacher who volunteers must do so for the pupils' instructional year.
  2. No teacher shall be assigned two (2) consecutive years except when scheduling does not allow.
  3. In the event the assigned teacher is absent and there is no substitute, no other teacher shall be assigned if there is a volunteer available.
  4. No teacher shall be assigned more than one (1) cafeteria duty per week except for special area teachers who may be assigned on a weekly basis.

**Article Four**  
**SALARY**

- 4:1 During the term of this Agreement all teachers employed by the Board shall receive salaries of not less than the minimum rates set forth in Appendixes A-1 through A-3, which are made part of this Agreement. This scale shall not be changed during the period of this Agreement, except by mutual consent.
- 4:2 Employees may be engaged, reengaged or transferred into this school system at rates in excess of the minimum starting rate at the Board's discretion. However, no new employee shall be placed on the salary guide higher than an existing employee with the same number of years in the Upper Deerfield School District.
- 4:2.1 Effective July 1, 1997, the Board will provide for electronic direct deposit of paychecks. Such deposit shall be limited to one account designated by the employee 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 twenty (20) participants shall be required for this benefit to be activated.
- 4:3 Paychecks shall be issued the 15th of each month and the last school 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. 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.
- 4:4 An employee may individually elect to have bimonthly deductions taken from his/her salary in elected denominations for payment to 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 employee 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.

4:5 An employee 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 initial deduction shall remain in effect until the first pay period of the following September or January, at which time the employee may elect to change or establish a deduction amount. All requests for changes must be forwarded to the business Office prior to August 30th or December 30th.

4:6 Additional compensation for longevity shall be paid in accordance with provisions set forth in Appendixes A-1 through A-3. The amount payable hereunder shall be in addition to all other compensation received under this Agreement, and shall become a part of said employee's salary. Such longevity payments shall be as set forth in Appendixes A-1 through A-3.

4:6.1 After 21 years of experience and commencing with the 22nd year, a longevity payment of two percent (.02) shall be paid as a part of said employee's salary.

4:6.2 After 22 years of experience and commencing with the 23rd year, a total longevity payment of four percent (.04) shall be paid as part of said employee's salary.

4:6.3 After 25 years of experience and commencing with the 26th year, a total longevity payment of six percent (.06) shall be paid as a part of said employee's salary.

4:6.4 After 30 years of experience and commencing with the 31st year, a total longevity payment of eight percent (.08) shall be paid as a part of said employee's salary.

4:7 The longevity payment shall be calculated by multiplying the percent factor times the maximum salary on the salary guide being earned by said teacher. For purposes of calculation, the maximum salary shall not include any longevity payments.

1995-96  
.02 x 45,646 = 903.00  
.04 x 45,646 = 1,806.00

1997-98  
.02 x 48,528 = 971.00  
.04 x 48,528 = 1,942.00

1996-97  
.02 x 47,029 = 941.00  
.04 x 470290 = 1,882.00

Formula:  
Factor x Max.Sal.= Longevity  
As estab. by Sal.Guide Pmts

**Article Five**  
**INSURANCE**

- 5:1 The Board shall give notice at the time of hiring to all employees hired on or after July 1, 1995, 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 employees 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 employee 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 Effective July 1, 1995, all employees of the Board shall receive, upon their request, payment of the employee's share, plus 100% of the family plan premium for those who qualify, of a prescription plan with the Board's share capped at the 1995-96 level. Effective 7/1/96, the cost of the prescription plan shall be supplemented by the employee to meet any increased premium cost. 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 Effective July 1, 1995, all employees of the Board shall receive, upon their request, payment of the employee'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. Effective July 1, 1995, the cost of the dental plan shall be supplemented by the employee 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).

#### **Article Six EDUCATIONAL IMPROVEMENT**

6:1 During the term of this Agreement any employee of the Board who shows evidence of successful completion of postgraduate 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 Rowan College tuition cost per credit only. In order to obtain reimbursement for a course, an employee 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. If an employee is matriculated into an advanced degree program approved by the Superintendent, the college grading standard for receiving the degree shall prevail for reimbursement purposes.

6:2 Employees having completed postgraduate 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.

**Article Seven  
GRIEVANCE PROCEDURE**

7:1

**DEFINITION**

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the employee's or group of employees' 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 employee(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 employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7:2.3

**Level One:**

7:2.3a

Any employee(s) with a grievance shall first discuss it with his/her/their principal 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 employee(s) should have known of its occurrence. If the grievance is not filed within this thirty (30) calendar day limit, the grievance is deemed waived. 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 results of previous discussions
- 4) his/her/their dissatisfaction with decisions previously rendered
- 5) remedy sought

- 7:2.3c A decision shall be rendered within fourteen (14) calendar days after presentation of the grievance at this Level.
- 7:2.4 **Level Two:**  
The employee(s) may appeal the principal's decision to the Superintendent of Schools within fourteen (14) calendar days after the decision was made at Level One or within fourteen (14) calendar days from when a decision should have been rendered. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and the employee's(s') dissatisfaction with the decision previously rendered. The Superintendent shall render a decision within fourteen (14) calendar days after receiving the written grievance.
- 7:2.5 **Level Three:**  
If the grievance is not resolved to the employee'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 fourteen (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, or a committee thereof, shall review the grievance and shall hold a hearing with the employee(s) within thirty (30) calendar 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 employee(s).
- 7:2.6 **Level Four:**  
No claim by any employee(s) shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:
- 7:2.6a 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.
- 7:2.6b Dismissal or failure to renew the contract of a non-tenured employee.

- 7:2.6c A complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack or retention in any position for which tenure is either not possible or not required.
- 7:2.6d If the employee(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 employee(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 to the issues submitted to him 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 employee(s) due to arbitration proceedings necessitating the retention of a substitute(s), the Board of Education shall pay the cost of the substitute(s). The time lost by the employee(s) must be without pay from the Board of Education unless the decision is in favor of the employee(s).

**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 Constitutions 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 employees;

8:1.2 To hire all employees 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 employees;

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 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, 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 EMPLOYEE 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 state of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee 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 employee 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 employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

9:3 Subject to law, no employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

9:4 **Required Meetings or Hearings**  
Whenever any employee is required to appear before any administrator or supervisor, the Board or any committee member, representative or agent thereof, covering any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him/her and represent him/her during such meeting or interview if the employee so requests. Any suspension of an employee shall be in accordance with NJSA Title 18A and other applicable laws, statutes and/or court decisions.

9:5 **Criticism of Employees**

9:5.1 Any question or criticism by a supervisor, administrator, or Board member of an employee and his/her instructional methodology shall be made in confidence and not in the presence of pupils, parents, or other public gatherings.

9:5.2 Similarly, any question or criticism by an employee of a Supervisor, Administrator, or Board member shall be made in confidence and not in the presence of pupils, parents or other public gatherings.

## **Article Ten EMPLOYEE-ADMINISTRATION LIAISON**

10:1 **BUILDING LEVEL FACULTY COUNCIL**

10:1.1 **Organization**  
The Association shall select a Faculty Council for each school building which shall meet with the principal at least once a month during the contractual workday for the duration of the school year. Such meetings shall be mutually scheduled between the parties either prior to or immediately after the pupils' instructional day. Said Council shall consist of not more than one member for each grade level and special area in the school building, but shall in no event have less than three (3) members. No additional compensation shall be given for these meetings.

- 10:1.2 **Areas for Faculty Council Consideration**  
Areas for consideration by the Council shall include school building level decisions regarding:
- 10:1.2a Administration of this Agreement;
- 10:1.2b Facilitation of programs and recommendations by the staff to the Faculty Council in the school building;
- 10:1.2c Revision and development of building policies and practices.
- 10:1.3 All final or unresolved recommendations or decisions by the Building Level Faculty Council are subject to review by the Superintendent.
- 10:2 **MEETINGS WITH THE SUPERINTENDENT**  
The Association's representatives shall meet with the Superintendent during the school year to review and discuss current school problems and practices and the administration of this Agreement.

**Article Eleven  
EMPLOYEE EVALUATION**

- 11:1 **FREQUENCY**  
Non-tenured employees shall be evaluated by their immediate superior at least three (3) times in each school year, and tenured employees at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of one (1) or three (3) in-classroom observation(s) of at least the length of an instructional period. A time period of at least two (2) weeks shall elapse between each formal observation except in the case of an emergency situation. Receipt of the written report and conference shall follow the observation within three (3) school days. Informal observations may be made at the evaluator's discretion.



11:2           **GENERAL CRITERIA**

11:2.1        **Open Evaluation**

All monitoring or observation of the work performance of an employee shall be conducted openly, with full knowledge of the employee. The use of eavesdropping, public address systems, cameras, audio systems and similar surveillance devices shall be strictly prohibited without knowledge of the employee for evaluation purposes.

11:2.2        **Copies of Evaluation**

11:2.2a       An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

11:2.2b       At the end of the conference, the employee will sign all copies of the written evaluation, thus stating that he/she has read the report and understood its contents. The original will be placed in the employee's personnel file. The employee shall keep the copy.

11:2.2c       The employee shall reserve the right for written comment or rebuttal to such material before final placement in his/her personnel file.

11:2.3        The Board agrees to adhere to the rules and regulations regarding T&E Education in the evaluation of employees.

11:3           **PERSONNEL RECORDS**

11:3.1        **File**

An employee 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.

11:3.2 **Derogatory Material**

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee 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. The employee shall also have the right to submit a written rebuttal to such material and said rebuttal shall be reviewed by the administrator and attached to the file copy.

11:3.3 **No Separate File**

No personnel file shall be established which is not consistent with the state statutes and established case law governing such files.

**Article Twelve  
COMPLAINT PROCEDURE**

- 12:1 When a complaint of any kind regarding any employee(s) is made by a parent or guardian to any member of the administration, the complaint shall be handled by the principal of the school where the complaint was registered.
- 12:2 The principal shall immediately notify the employee(s) of the complaint and attempt to resolve it in discussion with the employee(s). If the principal 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 building principal.
- 12:3 If the complaint still is not resolved, the principal shall notify the Superintendent of the problem. The Superintendent shall then attempt to resolve the situation through informal and/or formal meetings with the concerned parties.
- 12:4 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 employee's(s') opinion, the employee(s) is/are entitled to file a grievance. The employee(s) is/are entitled to representation at all times and at all meetings.

**Article Thirteen  
TRANSFERS AND REASSIGNMENTS**

13:1 **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

13:1.1 **Notification of Vacancies**

As vacancies arise, the Superintendent of Schools shall post such vacancies throughout the school system. During the month of May a general bulletin of all known vacancies for the coming school year shall be posted in each school. In the event of any summer vacancies, the Superintendent of Schools or his/her designee will immediately send notification of such vacancies to the President of the Upper Deerfield Education Association. After August 15th and until the first reporting day for teachers, notification will not be required.

13:1.2 **Filing Requests**

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject area to which the employee desires to be assigned and the school to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than March 15.

13:2 **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

13:2.1 **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.

13:2.2 **Notice**

Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practicable and, except in cases of emergency, not later than April 15.

13:2.3 **Meeting and Appeal**

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and his/her building principal, at which time the employee shall be notified of the reason therefor. In the event the employee objects to the transfer or reassignment at this meeting, a meeting between said employee and the Superintendent shall be arranged upon the employee's request. The employee may, at his/her option, have an Association representative present at such meeting.

**Article Fourteen**  
**SICK LEAVE**

14:1      **ACCUMULATIVE**

During the term of this Agreement, all employees covered by this Agreement shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

14:2      **NOTIFICATION OF ACCUMULATION**

Employees shall be given 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**

Upon retirement, an employee shall be paid Forty-five Dollars (\$45.00) per day for each day of accumulated unused sick leave. Said monies shall be paid to all employees retiring from the Upper Deerfield Township Schools after a minimum of twelve (12) years of continuous service to these schools. An approved leave of absence will not be considered as an interruption of service. Employees may opt to receive payment for the current unused sick leave benefit up to twelve (12) months after retirement. The estate of any employee who dies between retirement and the deferred payment date shall receive the payment. In order to receive reimbursement for accumulated sick leave at the time of retirement, 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. Unit members with 12 years of service shall have said benefits paid to their estate in the event of death. Employees must be pension-eligible to receive this benefit. For the purposes of this Article, pension-eligible shall mean, "the employee must qualify for retirement under the guidelines of the N.J. Division of Pension (T.P.A.F.)"

**Article Fifteen**  
**TEMPORARY LEAVES OF ABSENCE**

15:1       **TYPES OF LEAVES**

During the term of this Agreement, employees shall be entitled to the following temporary nonaccumulative 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**

Three days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior 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 grant such leave shall not be challengeable under the grievance procedure contained in this Agreement. No personal days may be used within five (5) work days of the last day of school unless an emergency exists. All unused personal days in any year shall be added to the employee's accumulated sick leave total.

15:1.2     **Legal**

Time necessary for appearances in any legal proceeding connected with employment or with the school system or in any other legal proceeding if the employee 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 his/her principal, an employee 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 employee 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 or attending meetings or conferences of an educational nature, with the approval of the school administration.
- 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**  
Leaves taken pursuant to Section 15:1 above shall be in addition to any sick leave to which the employee 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 14 of this Agreement. The term "maternity leave" refers to a voluntary absence from active employment either:
- a. commencing while the pregnant employee 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 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 employee shall request maternity leave of the Superintendent of Schools in writing at least sixty (60) days before the date she wishes her leave to begin. Such written request shall specify the date when the employee wishes 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 change is not contrary to what is medically advisable.
- d. Following the grant of such leave, the employee 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 employee 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 employee 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 employee, 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 employee 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 employee shall be granted maternity leave for the entire academic school year in which the maternity leave began.
- i. Any employee under tenure or who has received a tenure-year contract shall, upon timely request made in her original application, or by March 1, be granted maternity leave for an additional academic school year. An employee on such maternity leave shall notify the Board in writing by March 1 of the school year preceding the school year in which she is scheduled to return to active employment of the intention not to return to active employment. Such notification, or failure to begin active employment when due to return, shall be deemed a resignation from the District.
- j. Employees on maternity leave shall not accept full-time employment in any other teaching or support staff position. This does not prevent such employees from accepting employment as per diem substitutes in other school districts.
- k. Any employee on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.
- l. Subject to any law, an employee may not apply accumulated sick leave to any period of disability arising after a voluntary maternity leave has begun.
- m. Time spent on maternity leaves of absence shall not count toward salary guide placement experience, sick leave accumulation, etc.

16:1.3

**ADOPTION LEAVE:** any employee may apply for a leave in the case of adoption by such employee 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 16:1.2b hereinabove shall be an intent notice, and actual notice shall be presented when the employee has notice of the actual adoption. If the child is more than four (4) year of age, such leave may be granted at the sole discretion of the Board. Adoption leaves shall begin upon the employee'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 employee 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 employee's immediate family. Additional leave may be granted at the discretion of the Board.
- 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 employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to said employee upon his/her return, and he/she shall be considered for the exact same teaching position, subject area, and grade level which the employee 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**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 and 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, consider proposals, and make counter proposals 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 the 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 an 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 Chapter 123, Public Laws 1974 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 on or about October 1 of the calendar year preceding the calendar year in which this Agreement expires.
- 18:7 Any agreement so negotiated shall apply to all employees 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 and Secretary of the Board of Education and the President and Secretary of the Association.

**Article Nineteen  
DURATION OF AGREEMENT**

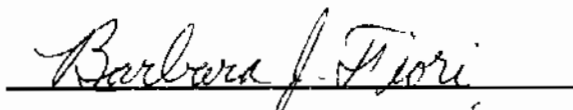
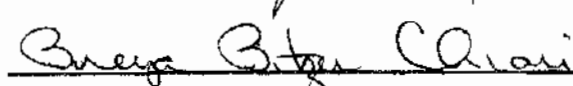
This Agreement, signed October 24, 1995, shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998.

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 secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**UPPER DEERFIELD TOWNSHIP BOARD OF EDUCATION**

BY  PRESIDENT  
BY  SECRETARY  
DATED 10-24-95

**UPPER DEERFIELD EDUCATION ASSOCIATION**

BY  PRESIDENT  
BY  SECRETARY  
DATED 10-27-95

## APPENDIX C

### HOME INSTRUCTION and/or EMPLOYEE DUTY ASSIGNMENT

1. All employees who accept the responsibility of home instruction by mutual agreement of the administrator and employee shall be compensated at the rate of \$17.68 per hour (1995-96), \$18.48 per hour (1996-97) and \$19.40 per hour (1997-98), plus an allowance at the IRS rate per mile for travel expense. Travel is defined as school to child's home and return to school.
2. As a home instruction position arises, the Superintendent of Schools shall post such vacancies throughout the school system.
3. All employees who accept the responsibility of detention duty by mutual agreement of the administrator and the employee shall be compensated at the rate of \$12.48 per hour (1995-96), \$13.04 per hour (1996-97) and \$13.69 per (1997-98) and prorated for any fraction thereof.

## Appendix A-1

### Upper Deerfield Teachers' Salary Guide - 1995-96

<u>STEP #</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>D</u>
1	31,526	32,426	33,326	34,276	34,751	35,226
2	31,834	32,734	33,634	34,584	35,059	35,534
3	32,142	33,042	33,942	34,892	35,367	35,842
4	32,450	33,350	34,250	35,200	35,675	36,150
5	32,964	33,864	34,764	35,714	36,189	36,664
6	33,477	34,377	35,277	36,227	36,702	37,177
7	33,990	34,890	35,790	36,740	37,215	37,690
8	34,607	35,507	36,407	37,357	37,832	38,307
9	35,223	36,123	37,023	37,973	38,448	38,923
10	35,942	36,842	37,742	38,692	39,167	39,642
11	36,763	37,663	38,563	39,513	39,988	40,463
12	37,790	38,690	39,590	40,540	41,015	41,490
13	39,022	39,922	40,822	41,772	42,247	42,722
14	41,646	42,546	43,446	44,396	44,871	45,346
15	45,646	46,546	47,446	48,396	48,871	49,346
<hr/>						
L-2	46,559	47,477	48,395	49,364	49,849	50,333
L-4	47,472	48,408	49,344	50,332	50,826	51,320
L-6	48,385	49,339	50,293	51,300	51,804	52,307
L-8	49,298	50,270	51,242	52,268	52,781	53,294

## Appendix A-2

### Upper Deerfield Teachers' Salary Guide - 1996-97

<u>STEP #</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>D</u>
1	32,481	33,381	34,281	35,231	35,706	36,181
2	32,799	33,699	34,599	35,549	36,024	36,499
3	33,116	34,016	34,916	35,866	36,341	36,816
4	33,433	34,333	35,233	36,183	36,658	37,133
5	33,962	34,862	35,762	36,712	37,187	37,662
6	34,491	35,391	36,291	37,241	37,716	38,191
7	35,020	35,920	36,820	37,770	38,245	38,720
8	35,655	36,555	37,455	38,405	38,880	39,355
9	36,290	37,190	38,090	39,040	39,515	39,990
10	37,031	37,931	38,831	39,781	40,256	40,731
11	37,877	38,777	39,677	40,627	41,102	41,577
12	38,935	39,835	40,735	41,685	42,160	42,635
13	40,205	41,105	42,005	42,955	43,430	43,905
14	42,908	43,808	44,708	45,658	46,133	46,608
15	47,029	47,929	48,829	49,779	50,254	50,729
<hr/>						
L-2	47,970	48,888	49,806	50,775	51,259	51,744
L-4	48,911	49,847	50,783	51,771	52,265	52,759
L-6	49,851	50,805	51,759	52,766	53,270	53,773
L-8	50,792	51,764	52,736	53,762	54,275	54,788

### Appendix A-3

#### Upper Deerfield Teachers' Salary Guide - 1997-98

<u>STEP #</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>D</u>
1	33,516	34,416	35,316	36,266	36,741	37,216
2	33,844	34,744	35,644	36,594	37,069	37,544
3	34,171	35,071	35,971	36,921	37,396	37,871
4	34,499	35,399	36,299	37,249	37,724	38,199
5	35,045	35,945	36,845	37,795	38,270	38,745
6	35,591	36,491	37,391	38,341	38,816	39,291
7	36,136	37,036	37,936	38,886	39,361	39,836
8	36,792	37,692	38,592	39,542	40,017	40,492
9	37,447	38,347	39,247	40,197	40,672	41,147
10	38,211	39,111	40,011	40,961	41,436	41,911
11	39,084	39,984	40,884	41,834	42,309	42,784
12	40,176	41,076	41,976	42,926	43,401	43,876
13	41,486	42,386	43,286	44,236	44,711	45,186
14	44,275	45,175	46,075	47,025	47,500	47,875
15	48,528	49,428	50,328	51,278	51,753	52,228
<hr/>						
L-2	49,499	50,417	51,335	52,304	52,788	53,273
L-4	50,470	51,406	52,342	53,330	53,824	54,318
L-6	51,440	52,394	53,348	54,355	54,859	55,362
L-8	52,411	53,383	54,355	55,381	55,894	56,407

## Appendix B

### EXTRACURRICULAR COMPENSATION

During the term of this Agreement all employees of the Board, who are selected to supervise the extracurricular activities listed below, will be compensated for their duties as follows:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Boys' Basketball	\$ 950	\$ 950	\$ 975
Asst. Boys' Basketball	900	900	925
Cheerleading	875	925	975
Dragon's Tail	900	900	900
Student Council	900	925	950
Safety Patrol	825	850	875
Media Club	825	850	875
Yearbook	825	850	875
Honor Society	825	850	875
Audio Visual	825	850	875
Soccer	850	900	950
Asst. Soccer	825	850	900
Girls' Basketball	950	950	975
Asst. Girls' Basketball	900	900	900
Field Hockey	950	950	975
Asst. Field Hockey	900	900	925
Sports Director	1,600	1,600	1,600