

**AGREEMENT**

**BETWEEN**

**NORTHFIELD BOARD OF EDUCATION**

**AND**

**NORTHFIELD EDUCATION ASSOCIATION**

**Effective**

**July 1, 2010**

**through**

**June 30, 2013**

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## AGREEMENT

THIS AGREEMENT, made this by and between the NORTHFIELD BOARD OF EDUCATION, hereinafter referred to as "Board", and the NORTHFIELD EDUCATION ASSOCIATION, hereinafter referred to as "the Association;"

### WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions contained herein, it is hereby agreed by and between the parties hereto as follows:

## ARTICLE I RECOGNITION

### A. Recognition

The Board hereby recognizes the Northfield Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certified teachers and support personnel, as hereinafter defined.

### B. Definition of Teacher

Unless otherwise indicated, the term "teacher(s)," when used in this Agreement, shall refer to all professional employees represented by the Association, including teachers, school nurses, librarians, guidance counselors, but excluding the Superintendent of Schools, Business Administrator, principals, confidential personnel which by law are not included in the unit, Support Staff, Maintenance and Custodial Staff, and substitute teachers. (Professional employees must hold current certificates). References to male teachers also includes female teachers.

C. Definition of Support Staff

The term "support staff" when used hereinafter in this Agreement shall refer to non-certificated personnel, but excluding part-time non-instructional aides, part-time secretaries, confidential personnel which by law are not included in a unit, Maintenance and Custodial Staff and substitutes.

D. Definition of Maintenance and Custodial Staff

The term "Maintenance and Custodial Staff" when used hereinafter in this agreement, shall refer to all employees who perform those duties that are related to Maintenance and Custodial functions and who are represented by the Association in the negotiating unit as defined above.

E. Definition of Employee

Unless otherwise indicated, the term employee when used in this agreement shall refer to all employees represented by the Association in the negotiating unit referenced in Paragraph A and defined in Paragraphs B, C, and D. References to male employees shall include female employees.

Within the Agreement, summer school staff is excluded from this definition.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Deadline Date

The parties agree to enter into collective negotiation 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 in accordance with the rules and regulations of the Public Employment Relations Commission. Subsequent to ratification by the Board and the Association, any Agreement so negotiated shall apply to all Employees in the unit, be reduced to writing, and be signed by the Board and by the Association. Written notification of readiness to negotiate shall be tendered by both parties, no later than November 1<sup>st</sup> of the final year of the Agreement.

B. Modification

This Agreement incorporates the entire understanding of the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A "grievance" is a claim by an Employee or Employees that he or she has suffered harm based upon the interpretation, application, or violation of the Agreement, administrative decisions or policies, as pertains to terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the Employee, Employees or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees which may from time-to-time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. A grievance must be instituted within 10 (ten) school days of occurrence or when grievant reasonably knew of occurrence.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be exhausted prior to the end of the school year, or as soon thereafter as is practical.

3. Levels

a. Level One

An employee with a grievance shall first discuss it with the principal or immediate superior with the objective of resolving the matter informally.

b. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance, in writing, to the principal or business administrator, specifying:

- (1) The nature of the grievance and the injury or loss and the contractual or other basis of the grievance.
- (2) The disposition at the preceding level.
- (3) A statement of the relief sought.

Upon receipt of the grievance, the Principal or business administrator shall send a copy of the grievance to the superintendent. The principal or business administrator shall communicate the decision to the employee and the superintendent

in writing, within five (5) school days of receipt of the written grievance.

c. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person may file the grievance in writing with the superintendent within (5) school days after the decision at level two or ten (10) school days after the grievance was presented, whichever is sooner.

d. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at level three or if no decision has been rendered within five (5) school days after the grievance has been delivered to the superintendent, the aggrieved person may, within five (5) school days after a decision by the superintendent or ten (10) school days after the grievance has been delivered to the superintendent, whichever is sooner, appeal in writing for a hearing by the Board or a committee thereof for a review of the grievance.

e. Level Five

(1) If the aggrieved person is not satisfied with the disposition of the grievance at level four, or if no decision has been rendered within twenty (20) school days after the grievance



was delivered to the Board or committee thereof, the grievant(s) may, within five (5) school days after a decision by the Board or twenty-five (25) school days after the grievance was delivered to the Board or committee thereof, whichever is sooner, request in writing that the grievance be submitted to arbitration.

- (2) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant(s) shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employees Relations Commission.
- (3) The arbitrator so selected shall confer with the representatives of the Board and grievant(s) and hold a hearing promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law

or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the grievant(s) and shall be advisory on the parties.

- (4) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the respective parties.
- (5) The following shall not be subject to arbitration:
  - (a) Any matter for which a method of review is prescribed by law;
  - (b) Any rule or regulation of the State Commissioner of Education;
  - (c) Any bylaw, rule, regulation, and/or policy of the Board of Education which does not adversely affect an employee's terms and conditions of employment;
  - (d) A complaint of a non-tenured employee as defined in Article I, which arises by reason of not being rehired;
  - (e) A complaint of any employee occasioned by appointment to, or lack of appointment to, or retention in, any presently nonexistent position for which tenure is either not possible or not required.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented in the grievance procedure by a representative of choice at all stages beyond level one.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against the aggrieved person.

E. Miscellaneous

1. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant and the selected representative(s). Any employee has the right to a public discussion of his grievance under the "Sunshine Law."

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until the conclusion of the grievance.

**ARTICLE IV**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. **Information**

The Board agrees to furnish to the Association or its representative the following information as soon as it becomes available:

1. Final Budget
2. Employer's Contract Lists
3. Budget Caps
4. Individual Medical Coverage Census Data and Costs
5. Individual Extra-curricular Stipends
6. Seniority Lists
7. All changes to Board Policy will be sent in writing to the Association President once they are approved by the Board.
8. Upon the issuance of a contract to any employee, s/he will receive a current job description that is listed in the Board office.

B. **Released Time for Meetings**

If both parties agree, released time with no loss of pay will be granted to employees who participate during working hours in negotiations or grievance proceedings.

C. **Use of School Building**

With the approval of the building principal, the Association or its representatives shall have the right to use the school building at all reasonable hours. These meetings will not interfere with school or community functions.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and in accordance with the District's Appropriate Use Policy. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. Any equipment that is removed from the building requires the approval of the Superintendent.

E. Bulletin Board

The Association shall have the exclusive use of a bulletin board in each faculty lounge.

F. Mail Boxes

The Association shall have the right to use school mail boxes as it deems necessary without the approval of building principals or other members of the administration.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

A. Right to Organize

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board 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 the laws of the State of New Jersey the Board undertakes and agrees that it shall not directly nor indirectly discourage, 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 Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, negotiations with the Board or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. New Jersey School Laws

Nothing contained herein shall be construed to deny or restrict to any employee such rights as employees have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be discharged, disciplined, or reduced in rank or compensation 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.

D. Required Meetings or Hearings

Except in case of emergency, whenever any employee is required to appear before the superintendent, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

E. Due Process

1. Secretary/Clerk

If a non-tenured secretary or clerk is relieved of duty, the employee will be given due process.

2. Support Staff

If a support staff member is relieved of duty, the employee will be given due process.

3. Teacher

If a non-tenured teacher is relieved of duty, the employee will be given due process.

F. Evaluation of Students

If a student's grade, determined by the teacher, is changed by a school administrator or the Board of Education, that teacher shall be so notified immediately. In addition, the teacher shall have the right to submit in writing his/her objection to said change. This

objection shall be placed in the teacher's file.

- G. Employees shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any employee the rights given under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et, seq., as amended.



**ARTICLE VI**  
**WORK YEAR**

A. Teachers

1. Number of Days

The in-school work year for teachers employed on a ten-month basis shall not exceed 185 days. New personnel may be required to attend an additional two days of orientation.

2. Included Days

The in-school work year shall include days when pupils are in attendance, orientation days, and other days when teacher attendance is required. Teachers who have not completely checked out at the end of the school year may be required to do so on their own time.

3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. All staff shall report 20 minutes before their students on days where there is a delayed opening.

4. NJEA Convention

Those teachers not exercising the educational opportunity of attending the NJEA Convention as cited in the New Jersey Statutes, Title 18A, shall give two full days of educational service.

5. Early Dismissals

On the day before Thanksgiving, winter and spring vacation and the last day of school for pupils, dismissal shall be no later than 1:00 P.M. for the middle school staff and 1:15 P.M. for the elementary staff.

6. Calendar

The superintendent shall confer with representatives of the Association during preparation of the school calendar.

B. Secretaries and Clerks

1. The work year shall be as follows:

Ten Month Employees:	September 1 through June 30
Eleven Month Employees:	September 1 through June 30 plus 22 days in the summer
Twelve Month Employees:	July 1 through June 30

All vacations shall be scheduled with the approval of the Superintendent. If the District determines that a 10 month employee is needed before September 1, any working days used before September 1 must be subtracted from the end of the year (June 30) on a one-for-one working day exchange.

2. Vacation and/or Holiday Schedule

- a. School holidays shall be the same as the teachers' schedule.
- b. Twelve month secretaries shall be granted the following vacations:

6 months-	11 months	- 5 days
1 year -	5 years	- 10 days
6 years -	10 years	- 15 days
11+ years		- 20 days

All vacations shall be scheduled with the approval of the Superintendent. If the employee takes ten (10) consecutive vacation days, the employee must then work five (5) consecutive days before using another vacation day.

c. Eleven month secretaries shall be granted the following vacations:

6 months-	11 months	-	2-1/2 days
1 year -	10 years	-	5 days
11 years-	19 years	-	7-1/2 days
20+ years		-	10 days

All vacations shall be scheduled with the approval of the Superintendent.

If the employee takes ten (10) consecutive vacation days, the employee must then work five (5) consecutive days before using another vacation day.

d. Vacation does not include July 4 and shall be scheduled in agreement with the direct supervisor.

C. Support Staff

1. The work year shall be as follows:

The work year shall be the same as the student calendar year.

2. Holiday Schedule

School holidays shall be the same as the teachers' schedule.

D. Custodial and Maintenance Staff

1. The work year shall be as follows:

Twelve Month Staff: July 1 through June 30.

2. Vacation and/or Holiday Schedule

Twelve month employees shall be granted the following vacations:

6-11 months	5 days
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1 year- 5 years	10 days
6 years – 10 years	15 days
11+ years	20 days

All vacations shall be scheduled with the approval of the Superintendent. If the employee takes ten (10) consecutive days, the employee must then work five (5) consecutive days before using another vacation day.

3. Scheduled Holidays

New Years Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Presidents' Day	Christmas Eve Day
Friday before Spring Break	Christmas
Easter Monday	Day After Christmas
Memorial Day	New Years Eve Day
Independence Day	Floating Holiday (subject to
Labor Day	the approval of the
	Superintendent or his/her
	designee for each request)

Note: If a day off is unable to be given as the holiday stipulated, then a compensatory day will be mutually agreed upon, determined by the Superintendent and the employee, as long as the Association is notified.

**ARTICLE VII**  
**HOURS**

A. Teachers

1. Teacher Day

a. Length of Day

The total in-school work day, inclusive of lunch, shall not consist of more than 7 hours.

b. Arrival and Dismissal Time

Teachers shall report and remain 10 minutes before and 10 minutes after students. On days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day, except that an appropriate number of teachers may be required to supervise students until they have departed the premises.

c. Planning Period

Each teacher shall receive no less than one continuous planning period of at least 40 minutes per day.

2. Teaching Load

a. During that time in which a specialist is meeting with a class in a classroom, the elementary and middle school teachers shall not be given another classroom assignment except in case of emergency.

b. The Board shall attempt to provide time within the day for articulation between the less than full time BSI teachers and the full time teaching staff.

3. Lunch Periods

- a. All teachers shall have a daily lunch period which shall be no shorter than that afforded the students and which shall be duty free except in cases of emergency.
- b. Upon notifying the principal, teachers may leave the building during their scheduled duty-free lunch periods.

4. Meetings

Teachers may be required to attend meetings after the end of the regular work day without additional compensation.

- a. Such meetings shall not exceed one hour and five minutes and shall commence ten minutes after the pupils' dismissal.
- b. There will be no more than three meetings after school per month.
- c. If teachers are required to attend evening meetings, exclusive of conferences, the time spent in after school and evening meetings shall not exceed four hours.

5. Conferences

- a. There shall be no more than three (3) formal parent-teacher conferences per year. Each conference shall be no longer than three (3) hours duration. Such meetings will be scheduled in advance by the school principal. Information will be disseminated to staff and parents/guardians in the Parent Information Guide.
- b. All middle school staff and students will be scheduled for 1:00 dismissal on conference days.

c. All elementary staff and students will be scheduled for 1:15 dismissal on conference days.

6. Prior to Holidays and Weekends

Meetings that take place after the regular in-school workday and which require attendance normally shall not be called on Fridays, or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

7. Calendar

Under normal circumstances, a month's calendar of meetings will be established by the superintendent and made available to all staff members.

8. Extra-curricular Activities Salary

Teachers shall be paid extra-curricular compensation for coaching, intramurals, and clubs and activities. See attached schedule. All openings shall be posted for both Middle and Elementary schools for at least five (5) days.

9. Extra Pay for Extra Services

A. Home instruction shall be compensated at a rate of:

\$36.00 per hour for 2010-2011

\$38.00 per hour for 2011-2012

\$40.00 per hour for 2012-2013





B. Curriculum or program development not included in the regular teacher work day shall be compensated at the rate of:

\$36.00 per hour for 2010-2011

\$38.00 per hour for 2011-2012

\$40.00 per hour for 2012-2013

C. Summer Work: Any teacher that engages in curriculum work for the District during the summer months, with the approval of the Superintendent, shall be paid at the current curriculum rate.

D. Staff Development: When a staff member provides a Professional Development workshop with the Superintendent's approval, they will be compensated at the curriculum rate for the hours spent providing the workshop. S/he will also receive an honorarium of sixty-five (\$65.00) for the preparation hours for the workshop, which is approved by the superintendent and exceeds two (2) hours in length. Said payments shall be limited to one per day.

B. Secretaries and Clerks

1. Daily hours shall be as follows:

September 1	-	June 30:	8:00 AM to 4:00 PM
July 1	-	August 31:	9:00 AM to 3:00 PM

2. Coffee Breaks

Employees are entitled to two (2) ten minute (10) coffee breaks, per day, one in the morning and one in the afternoon.

3. Lunch Breaks

Employees shall have one (1) hour duty free lunch period. Times to be agreed upon between employee and direct supervisor.

4. Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work year.

- a. All overtime accrued shall be remunerated at the rate of 1-1/2 times the hourly salary for hours worked over forty (40) hours per week.
- b. Overtime for employees must be assigned by the supervisor and approved by the superintendent or his/her designee.

C. Support Staff

1. Minimum daily hours shall be as follows:

- a. Library Aides - 6 hours per day.
- b. Resource Room Aides - 6 hours per day.
- c. Classroom Aides - 5 hours per day.

2. Coffee Break

Employees are entitled to one (1) ten minute (10) coffee break per day. Times to be agreed upon between employee and direct supervisor.

3. Lunch Break

Employees shall have a duty free lunch period. Times to be agreed upon between employee and direct supervisor.

D. Custodial and Maintenance Staff

1. Coffee Breaks

Custodial and Maintenance Staff are entitled to two (2) ten (10) minute coffee breaks per day. Times are to be agreed upon between the employee and the direct supervisor.

2. Meal Breaks

Custodial and Maintenance staff shall have a one (1) hour duty free lunch period. Times are to be agreed upon between the employee and the direct supervisor.

3. Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work year.

- a. All overtime accrued shall be remunerated at the rate of 1½ times the hourly salary for hours worked over forty (40) hours per week.
- b. Overtime for employees must be assigned by the supervisor and approved by the Superintendent and/or his designee.

4. Call-in Pay

An employee shall be entitled to call-in pay when the employee is required to return to work after going home. Such pay shall be at the rate of time and one half the employee's base rate for a minimum of two (2) hours regardless of the time actually worked, so long as said call-in time is not contiguous with the employee's regular work schedule.

E. All Employees

Employees who chaperone shall be paid at the rate of \$80.00 per event for the period between July 1, 2010 and June 30, 2012.

Employees who chaperone shall be paid at the rate of \$84.00 per event for the period between July 1, 2012 and June 30, 2013.

Employees scheduled to work during the hours of an event will not be eligible to chaperone said event.

**ARTICLE VIII**  
**EMPLOYMENT PROCEDURES**

A. Teachers

1. Placement on Salary Schedule

Any teacher employed prior to February 1 shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Previous Experience

a. Up to ten (10) years of credit for previous experience as a teacher may be allowed to determine starting salary.

b. The starting salary of any teacher shall be any amount agreed upon by the teacher and the Board of Education.

c. Up to four (4) years of credit for military active duty experience shall be allowed to determine position on the salary guide.

3. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.

4. Notification of Vacancies

a. Date

No later than June 1 of each school year, the superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

b. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement to the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Such requests for transfers and reassignments for the following year shall be submitted no later than June 15.

c. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher may be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

d. Priority in Reassignment

A teacher being involuntarily transferred or reassigned shall be placed only in a position which does not involve reduction in total compensation.

e. Notification

All teachers shall be given written notice of their salary schedules, class and/or subject assignment and room assignments for the forthcoming year no later than August 1 (EXCEPT IN THE CASE OF AN EMERGENCY).

f. Meeting and Appeal

(1) Step 1

In the event of an involuntary transfer to which the teacher involved objects, that teacher may request a meeting with the principal. This meeting shall be requested within ten (10) days of

notification of the involuntary transfer being made as defined herein. In the event such meeting is not requested within ten (10) days, the right to the meeting shall be deemed waived.

(2) Step 2

In the event the teacher involved in an involuntary transfer is dissatisfied with the results of the meeting with the principal, he/she may, within five (5) days of such meeting, request a meeting with the superintendent to discuss such transfer. At that meeting, the teacher may, at his/her option, have an association representative present.

B. Secretaries, Clerks, Custodial and Maintenance and Support Staff

1. Placement on Salary Schedule

- i. For ten month employees, each ten month employee employed prior to February 1 shall be given full credit for 1 year of service toward the next increment step for the following year.
- ii. For twelve month employees, each twelve month employee employed prior to January 1 shall be given full credit for 1 year of service toward the next increment step for the following year.
- iii. Placement on the Salary Schedule does not apply to Custodial and Maintenance Staff.

2. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year not later than the date mandated by the State of New Jersey for their position. If

notice has not been given by the mandated date, the employee shall automatically be considered employed in the same position as occupied before the mandated date.

3. Resignation

An employee who is resigning from their position shall give thirty (30) days notice. Earned vacation [twelve (12) month employees] shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. Earned vacation shall be paid only in the same proportion as the amount of notice actually given.

4. Notification of Vacancies

The superintendent shall make known to the Association staff, vacancies as they occur throughout the year. Employees who desire to transfer to a vacant position may file a written statement of request for transfer to the Superintendent and shall be given first consideration.

5. Use of Voluntary Request

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer, approved by the supervisor of the position to be filled, available to fill said position.

6. Involuntary Transfer

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the superintendent, at which time the employee shall be notified of the reason therefore.



7. Tenure

Secretaries shall acquire tenure and shall be hired, employed and dismissed in accordance with the laws and regulations governing employees who may acquire tenure.

8. Seniority for Aides

School district seniority shall be defined as service to the District in the employee's title. An employee will lose all accumulated District seniority if s/he resigns, is discharged for cause or is non-renewed, regardless of whether s/he is re-hired by the District.

In the event the number of full time aides working in the District is to be reduced, the individual holding the position being eliminated shall have the right to 'bump' the least senior full time aide, provided that in the Superintendent's discretion, the employee being retained is able to perform the duties of the position s/he is assuming, and provided that the aide position being "bumped" is not a one-on-one aid for a student with an IEP requiring a one-on-one aide. The Board will give as much notice of a reduction as possible, but in no event will that be less than fourteen (14) calendar days.

Any employee who loses his or her position as a result of this action shall remain on a recall roster for a period of one year from the date of the lay off. If more than one person is on the recall roster, recall shall be by seniority.

Notices of recall will be addressed to the employee's last known address appearing in the District's records, by certified mail, return receipt requested and

regular mail. The employee must notify the Board in writing whether s/he wishes to return to the District in the position offered within ten (10) days of the date of original mailing. If s/he fails to reply, report as required, or declines the position, s/he shall forfeit all seniority and recall rights.

9. Seniority for Secretaries and Clerks

School district seniority shall be defined as service to the District in the employee's title. An employee will lose all accumulated District seniority if s/he resigns, is discharged for cause or is non-renewed, regardless of whether s/he is re-hired by the District.

In the event the number of full time secretaries/clerks working in the District is to be reduced, the individual holding the position being eliminated shall have the right to bump the least senior full time secretary/clerk, provided that in the Superintendent's discretion, the employee being retained is able to perform the duties of the position s/he is assuming. The Board will give as much notice of reduction as possible, but in no event will that be less than fourteen (14) calendar days.

Any employee who loses his or her position as a result of this action shall remain on a recall roster for a period of one year from the date of the lay off. If more than one person is on the recall roster, recall shall be by seniority.

Notices of recall will be addressed to the employee's last known address appearing in the District's records, by certified mail, return receipt requested and regular mail. The employee must notify the Board in writing whether s/he wishes to return to the District in the position offered within ten (10) days of the original

mailing date. If s/he fails to reply, report as required, or declines the position, s/he shall forfeit all seniority and recall rights.

**ARTICLE IX**  
**EMPLOYEE EVALUATION**

A. Secretaries, Clerks and Support Staff

Secretaries and Support Staff shall be evaluated by the immediate supervisor (s) at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and the evaluator.

B. Teachers

1. Non-tenured Teachers

Every board of education in this State shall cause each non-tenured teaching staff member employed by it to be observed and evaluated in the performance of his/her duties at least three (3) times during each school year, but not less than once during each semester. The number of required observations and evaluations may be reduced proportionally when an individual teaching staff member's term of service is less than one (1) academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for the correction of any deficiencies, and improve professional competence.

2. General Criteria

a. Formal Evaluations

All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Covert

observations or the use of public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited. However, such devices may be used for evaluation with the knowledge of the teacher.

b. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

c. Copies of Formal Evaluation

A teacher shall be given a copy of any formal class visit or formal evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

d. Informal Evaluations

(1) Definition

An informal evaluation is an observation which has been reduced to writing, comprises less than a full class period or other full block of instruction, is not formally scheduled and consists of observations of routine, day-to-day activities related to teaching.

(2) Acknowledgement

Reports of informal evaluations shall be signed by the teacher to acknowledge receipt. The teacher may request a conference concerning such evaluations and may respond in writing to them.

(3) Non-tenured Teachers

For the purpose of this section, the term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and supervisory staff of the local school district who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a non-tenured teaching staff member's performance of the instructional process.

- (a) Each of the three observations required by law shall be conducted for a minimum duration of one (1) class period in the middle school and, in the elementary schools, for the duration of one (1) complete subject lesson.
- (b) The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative-supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.
- (c) Each of the three observations required by law shall be followed by a conference between the administrative-supervisory staff member who has made the observation and written evaluation and the non-tenured teaching staff member within a reasonable period of time, but in no instance more than fifteen (15) days. Both parties to such a conference will sign the written evaluation report and retain

a copy for his/her records. The non-tenured teaching staff member shall have the right to submit his/her written rebuttal of such evaluation within ten (10) days following the conference, and such rebuttal shall be attached to each party's copy of the evaluation report.

- (d) The purpose of this procedure for the observation and evaluation of non-tenured teaching staff members shall be to identify deficiencies, extend assistance for the correction of such deficiencies, improve professional competence, provide a basis for recommendations regarding reemployment, and improve the quality of instruction received by the pupils served by the public schools.

C. Personnel Records

1. File

An Employee shall have the right, upon reasonable request, to review the contents of his/her personnel file and to receive copies, at actual cost, of any documents contained therein. An employee shall have the annual right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents shall be resolved through the grievance procedure at the Board level.

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 the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy.

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 employee's inspection.

D. Termination of Employment

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

**ARTICLE X**  
**SABBATICAL LEAVE – TEACHERS**

A. Granting Sabbaticals

The Board may, in its sole, reasonable discretion, grant sabbatical leave to any teacher employed by the Board.

B. Purpose

The purpose of the sabbatical leave must be one of potential benefit to the District.

C. For Study

Sabbatical leave sought for the purpose of study must be done at an accredited college, university or other institution suitably accredited in its field.

D. Extended Travel or Other

In addition to granting sabbatical leave for the purpose of study, the Board may also grant sabbatical leave for the purpose of extended travel or for other reasons which the Board deems to be of potential benefit to the District.

E. Eligibility

To be eligible, a teacher must have served a minimum of seven (7) years in the Northfield School District.

F. Pay

Sabbatical leave shall be at half pay for the period that the individual is on such leave.

G. Total Number

No more than two individuals may be on sabbatical leave from the District at the same time.

H. Requests

Requests for sabbatical leave must be received by the superintendent, in writing, no later



than December 1 of the year preceding the school year for which the sabbatical leave is requested. Requests will include a clear explanation of the sabbatical project and a full explanation of the nature of the benefit the individual requesting such leave feels it will have for the District.

I. Initial Review

For teachers requesting sabbatical leave, an initial review of the proposed project will be by a committee composed of the superintendent, appropriate principal and one (1) teacher selected by the Association. The recommendations of the committee shall then be reported to the Board.

J. Final Approval

Final approval of all sabbaticals shall be by the full Board after review by the Personnel and Instruction Committee. Applicants will be notified not later than five (5) school days after the first meeting of the Board following final approval of the budget.

K. Report to Board

Upon return from sabbatical, the individual shall render a full report to the Board, in writing, setting forth what was accomplished on this sabbatical.

L. Finished Product

If, as a result of the sabbatical, a thesis, paper, book or other graphic or similarly reproducible product is produced, two copies shall be deposited with the District, at no cost to the District, with any costs to be borne by the employee. It is the Board's belief that where such a concrete end-product results, this is one of the benefits to the District which mitigated in favor of approving the application for sabbatical leave in the first instance.

M. Obligation of Employment

Upon return from sabbatical leave, a teacher shall be obligated to remain in the employ of the Northfield Board of Education for a period of no less than two (2) full school years. If the teacher does not remain in the full-time employ of the Board for two (2) full school years, he/she shall reimburse the Board an amount equal to the salary actually paid to such person during the sabbatical leave. Such reimbursement may be extended over three years, one-third of the total amount due to be paid each year. It is the express intention of the Board that the provisions of this Paragraph be considered an integral part of the conditions under which it approved sabbatical leave. Any employee of the Board who goes on sabbatical leave is deemed to have accepted and agreed to the provisions of this Paragraph.

N. Written Notice of Approval

If approved, the superintendent shall send written notice to the employee advising him/her that the Board has approved the requested sabbatical leave. The notice shall specify the terms of the sabbatical leave, including the school or place where the leave is to be taken, the duration of the leave, the purpose for the leave, and state that the leave is approved subject to the terms of this Agreement. The notice shall require the employee to indicate acceptance of the terms and conditions of the sabbatical by signing and returning a copy of the notice to the Board.

O. Salary Schedule

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and he/she shall be credited with all other

benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

**ARTICLE XI**  
**SICK LEAVE**

A. Sick Leave

1. Number

All ten (10) month employees shall be entitled to ten (10) sick leave days with pay each school year. All eleven month employees shall be entitled to eleven (11) sick leave days with pay each year. Employees on a twelve (12) month contract shall be entitled to twelve (12) days sick leave with pay each year. Unused sick leave shall be accumulated from year to year with no maximum limit.

2. Notification

Employees shall be notified within the first month of each school year the amount of sick leave accumulated or remaining.

3. Substitute Registry

The substitute registry shall provide a written report to the Board of Education each month listing staff call-ins, type of leave and date/time of each call. This report will consist of a log, listing the teachers who called in absences, the type of leave requested, and the date/time of each call.

4. Leaving Early Due to Illness or Personal Reasons

The following guidelines will be adhered to in the event an employee must leave work due to illness or personal reasons:

- a. The employee will be charged with one (1) sick day if the employee leaves works before 50% of his/her scheduled work day has been completed, based upon their daily scheduled hours.

- b. In the event the employee leaves after 50% of their work day has been completed, the employee will be charged with one-half (1/2) sick day.

B. Reimbursement for Unused Sick Leave

1. Recognition

Reimbursement for accumulated unused sick leave will be recognized upon retirement according to New Jersey Statutes.

2. Credit

All employees retiring from the District shall receive credit for unused sick leave based upon the following formula:

\$80.00 per day for to a maximum of one hundred (100) days

3. Retroactive

Compensation for unused sick leave is not retroactive for previously retired employees.

4. Definition

Retirement is defined as leaving the District and collecting a pension from a N.J. State Pension and Annuity Fund.

5. Employee's Estate

Remuneration for unused accumulated sick leave up to the contract limits shall be paid to the estate of an employee who dies while actively employed in the District.

C. Perfect Attendance Incentive

Employees who use no sick leave days during the course of the school year shall be awarded a two hundred dollar (\$200.00) U.S. Savings Bond, payable September 1.

**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

All employees subject to this Agreement shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year at the discretion of the Superintendent of Schools or his/her designee. Teachers employed by the District on a less than full-time basis shall be entitled to sick, personal and bereavement leaves in proportion to the number of hours worked each week.

A. Personal Leave

1. Requests

Those requesting personal leave shall do so on a form designed for this purpose.

The request shall be given to the building principal at least two (2) school days in advance and forwarded to the superintendent.

2. Conditions

An allowance of up to three (3) days absence without pay deduction during any one school year for personal reasons under the following conditions:

- a. Court Subpoena
- b. Religious Holidays
- c. Any other emergency or urgent reasons

3. Exceptions

No days of absence with pay shall be allowed for emergency or urgent reasons when such days are taken during the first three (3) or last three (3) days of the school year, or the first day immediately preceding, or the first day immediately following a school recess or vacation, except upon the approval of the Superintendent of Schools.

4. Unused personal days shall be added to the employees' accumulated sick days.

B. Professional/Educational Improvement Leaves

1. Teachers

Absence without pay deduction will be allowed for professional visitations, conventions, conferences, workshops, special short courses, when approved by the Superintendent of Schools or his/her designee.

2. Secretaries and Support Staff

Absence without pay deduction will be allowed for educational improvement visitations, conventions, conferences, workshops, special short courses, when approved by the Superintendent of Schools or his/her designee.

C. Death in Family

1. Immediate Family

In the event of a death in the immediate family, an allowance of up to five (5) days leave without pay deduction shall be granted per occurrence. Immediate family shall be considered husband or wife, father, mother, father-in-law, mother-in-law, child, brother, sister, grandchild, the employee's grandmother or grandfather or any member of the immediate household.

2. Near Relative

An allowance of one (1) day leave without pay deduction will be allowed for death of near relative.

D. Critical Illness

In the event of a critical illness in the immediate family, an allowance without pay deduction, for two (2) occurrences of five (5) days or up to ten (10) days total leave shall be granted per year. Immediate family shall be considered husband or wife, father, mother, father-in-law, mother-in-law, child, brother, sister, grandchild, the employee's grandmother or grandfather or any member of the immediate household. Critical illness is interpreted as one causing hospitalization or an emergency room visit. Written proof will be required.

E. In Addition to Sick Leaves

Leaves taken pursuant to all sections above shall be in addition to any sick leave to which the employee is entitled.



**ARTICLE XIII**  
**EXTENDED LEAVES OF ABSENCE**

A. Medical Disability

Due to medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay. However, during the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon termination of medical benefits when applicable, the employee may elect to retain said benefits by prepaying the Board of Education on a monthly basis, so as to continue group rate premiums, in accordance with the New Jersey Public Employee Benefit Manual.

B. Non-tenured Employees

The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

C. Returning

An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.

D. Recovery Time

No employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. A doctor's note indicating that the employee is fit to return to work shall be provided.

E. Granting Tenure

Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher or secretary who would not have been granted tenure in the absence

of this provision or to offer a new contract for a new school year to any non-tenured teacher or secretary who would not have been offered such a contract in the absence of this provision.

F. Child-Rearing

An employee may make application to the Board for a child-rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child-rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the system, and may preclude the one-year time period cited above. Said child-rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums.

G. Care of Sick Family Member

A leave of absence of up to one (1) year without pay 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.

H. Other Leaves

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

I. Returning from Leave

Upon return from leave granted according to Section A above, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he/she would have achieved if he/she had

not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted under Sections F, G, and H above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leave granted under Section A shall count toward increment if the employee worked during that school or calendar year, whichever is applicable.

J. Salary Guide

Advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the day of commencement of the leave of absence. The employee will be granted a full salary guide step or raises, if he/she works more than one-half (1/2) of the teacher contract year, according to the adopted calendar of that specific year. Working 90 days or less, or less than one-half (1/2) year, shall result in no advancement on the salary guide or raise the following year.

K. Extensions

All extensions or renewals of leave shall be applied for and granted in writing.

L. Salary and Benefits

Unless otherwise noted, all leaves without pay are also without benefits.

**ARTICLE XIV**  
**PROFESSIONAL DEVELOPMENT**

A. Teachers

Tuition reimbursement up to \$900 per graduate level class will be granted upon completion of courses as defined herein. The maximum Board pay out shall not exceed \$23,000.00 in each year of this Agreement.

The following conditions apply to tuition reimbursement:

1. Approved Courses

Reimbursement shall be made for courses that are directly related to the teacher's present position or related to an area of potential educational responsibility.

2. Accredited Institutions

Reimbursement shall be given for approved courses taken at accredited institutions of higher education or in-service programs for which the teacher has been required to expend tuition monies.

3. Minimum Grade

A minimum grade of B or its equivalent must be attained in order to be eligible for reimbursement.

4. Application

Application for course reimbursement shall be approved by the superintendent prior to enrollment in the course to be taken.

5. Emergency or Provisional Certificates

Courses taken to comply with State requirements for emergency or provisional certificates do not qualify for reimbursement.

6. Reimbursement

Reimbursement shall be made within sixty (60) days of submission of documentation supporting the request.

7. In the event a teacher voluntarily leaves the district within two (2) years of receiving a tuition reimbursement, he/she must reimburse the district for any tuition monies received.

B. Secretaries, Clerks and Support Staff

Tuition reimbursement up to \$900 per undergraduate or graduate level class will be granted upon completion of courses as defined herein. This pay out is to be combined with the teachers' pay out under Section A above so that the maximum Board pay out shall not exceed \$23,000.00 for each year of this Agreement. The following conditions apply to tuition reimbursement:

1. Approved Courses

Reimbursement shall be given for any course taken to improve efficiency and proficiency.

2. Minimum Grade

A minimum grade of B or its equivalent must be attained in order to be eligible for reimbursement.

3. Application

Application for course reimbursement shall be approved by the superintendent prior to enrollment in the course to be taken.

4. Reimbursement

Reimbursement shall be made within sixty (60) days of submission of documentation supporting the request.

5. In the event a secretary, clerk or support staff member voluntarily leaves the district within two (2) years of receiving a tuition reimbursement, he/she must reimburse the district for any tuition monies received.

C. Maintenance and Custodial Staff

Tuition reimbursement up to \$1,000 per undergraduate or graduate level class will be granted upon completion of the courses as defined herein. This payout is to be combined with the teachers' payout under Section A above, so that the maximum Board payout shall not exceed \$23,000 per school year.

**ARTICLE XV**  
**INSURANCE PROTECTION**

A. Horizon Blue Cross Blue Shield of New Jersey Health Benefits Plan

The Board of Education shall enroll all eligible employees who apply for medical insurance in the Horizon Blue Cross Blue Shield of New Jersey Health Benefits Plan or an equivalent plan as soon as possible after the date of this Agreement.

All full time employees shall be enrolled in the PPO base plan.

For all full time employees the Board shall provide single coverage until September 1<sup>st</sup> following the granting of tenure. The parties agree to reopen this provision if the Board and the Association find that single coverage negatively impacts recruitment efforts.

Any employee who enrolls in any plan other than the PPO plan shall pay the difference in premiums between the PPO and the plan selected.

For purposes of entitlement to insurance benefits, a part time employee is defined as one who works in the district for 22 hours or less per week. Effective upon ratification, the definition of part time will be changed to an employee who works 26 hours per week or less. The employee who worked between 22 and 26 hours per week in 2006-07 will retain her benefits as long as she works over 22 hours per week.

Effective upon ratification, the out of network deductible for the PPO plan shall increase from \$100 per person to \$300 per person, and the office visit co-pay will increase from \$5.00 to \$15.00 per visit.

1. Effective July 1, 2010, all employees shall contribute 1.5% of their base salary, or any greater amount as the law shall require, towards the cost of health benefits.
2. Effective July 1, 2011 the doctor visit co-pays, including specialist visits, will be \$20.00.

3. Effective July 1, 2011, the Out-of-Network deductible will increase to \$500 (individual)/\$1000 (family).

4. Effective July 1, 2011, the outpatient surgery deductible will be \$300 per surgery.

**B. Horizon Blue Cross Blue Shield of New Jersey Prescription Drug Program**

The Board of Education shall enroll all eligible employees who apply in the Horizon Blue Cross Blue Shield of New Jersey Prescription Drug Program or an equivalent plan as soon as possible after the date of this Agreement.

1. The Board agrees to pay the total cost of the individual employee in the above plan if the employee requests coverage.
2. The Board agrees to pay one hundred percent (100%) of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan. Single coverage only will be provided as per Article XV, Part A.
3. The employee will co-pay ten (\$10.00) dollars per generic prescription and twenty (\$20.00) dollars per name brand prescription. Effective July 1, 2011, the employee will pay \$30 (brand) co-pay, \$10 (generic) co-pay and \$10 (mail order) co-pay for prescription medication.

**C. Horizon Blue Cross Blue Shield of New Jersey Dental Program**

The Board of Education shall enroll all eligible employees who apply in the Horizon Blue Cross Blue Shield of New Jersey Dental Program or an equivalent plan as soon as possible after the date of this Agreement.



1. The Board agrees to pay the total cost of the individual employee in the above plan if the employee requests coverage, or the two party or three party plan if applicable. Single coverage only will be provided as per Article XV, Part A.

D. Waiver of Insurance Benefits

Members may choose to waive or 'opt-out' of medical, dental and prescription insurance benefits. Members choosing to 'opt-out' of all three of these coverages will be required to sign a release indicating that their dependents are covered under another health benefit program. Members shall be told how to re-enroll in the health benefits program if needed. Members are responsible for informing the school business administrator of any changes in circumstances regarding health benefits. Employees who are not employed during the full year (Sept. 1 – Aug. 31) and who choose the waiver option shall have their payments prorated accordingly. This applies to new hires after September 1<sup>st</sup> and any employment termination that is effective prior to August 31st. Employees who choose the waiver and are on an unpaid leave of absence without health benefits shall have their payments prorated as well. The Board shall pay members who waive their insurance benefits as follows: \$2,000.00 for opt-out of single coverage; \$2,500.00 for opt-out of parent/child(ren) coverage; \$3,000.00 for opt-out of husband/wife coverage; and \$3,500.00 for opt-out of whole family coverage.

E. Section 125 Plan

The Board of Education shall establish a Section 125 Plan.

**ARTICLE XVI**  
**SALARIES**

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in the attached schedules hereto and made a part hereof. The Board and the Association agree to mutually develop these salary guides.

B. Withholding of Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency, incapacity, conduct unbecoming a teacher or other just cause. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

C. Method of Payment

1. Ten (10) Month

Each employee shall be paid every other Friday on either a ten or twelve month basis, whichever is applicable. Eleven month employees will be paid on a twelve month schedule.

2. Exceptions

When a payday fall on or during a school holiday the checks shall be issued on the last working day prior to holiday.

3. Summer Pay Plan

Each employee paid on a ten (10) month basis may individually elect, in writing, to have a portion of his/her salary deducted from his/her pay.

4. Automatic Deposit Plan

Each employee may individually elect, in writing, to participate in the Automatic Deposit Plan with the Board approved banking institution.

5. Final Pay

Each 10 month employee shall receive his/her final pay for June on his/her last working day in June.

D. Salary Adjustments

1. Notice

If a teacher or support staff member anticipates a change in range on the salary schedule for the next school year, written notice to this effect must be given to the superintendent prior to August 31 for implementation on the first September pay.

2. Midyear Salary Adjustments

Midyear salary adjustments shall be effected as the result of status change of the teacher or support staff member on or before January 30. Where notification of the successful completion of a course or courses which would otherwise warrant a status change, is not received by the teacher or support staff member prior to January 30, but the courses have been completed on or before January 30, the salary adjustment shall be made as soon as possible after notification. The difference between what should have been received due to this increase, from January 30 and the date when adjustment was begun, and the amount actually received, shall be prorated, over the period between when the adjustment is made and the end of the school year.

3. Transcripts

Transcripts showing courses successfully completed shall be evidence of training.

4. Adjustment of Salary

The adjustment in salary necessary to effect a change in training level shall be in addition to the regular employment and adjustment increments.

5. Credits

Credits applied for a change in salary range shall be computed as one (1) credit equal to one (1) semester hour; shall be earned from an accredited institution of higher learning or approved in-service program, and shall be related to an educational program designed for improvement in an area of responsibility. It shall be the responsibility of the superintendent to approve such credits and certify accuracy in applying for a change in salary range. Credits applied to salary range "M + 15" and "M + 30" shall be earned following the receipt of the Masters Degree.

6. Coordinator of Special Services

Any properly certificated employee appointed as Coordinator of Special Services shall receive ten percent (10%) of their annual base salary as a stipend.

**ARTICLE XVII**  
**ASSOCIATION PAYROLL DUES DEDUCTION**

A. Dues

The Board agrees to deduct from the salaries of its employees the dues for the Northfield Education Association, the Atlantic County Education Association, the New Jersey Education Association or the National Educational Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-14.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time-to-time be designated by the Northfield Educational Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Certification

The Association shall certify to the Board, in writing, the current rate of its membership dues. If the Association named in Paragraph A.1 above shall change the rate of their membership dues, the Association shall give the Board written notice prior to the effective date of such change.

**ARTICLE XVIII**  
**REPRESENTATION FEE**

A. Purpose of Fee

If an eligible employee does not become a member of the Association during any membership year that is covered in whole or in part by this Agreement, i.e., September 1st to the following August 31st, said employee will be required to pay a representation fee to the Association for that membership year. This fee will be to offset the cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to September 1st of the membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the amount permitted by law.

C. Deduction and Transmission of Fee

1. Notification

On or about the fifteenth (15<sup>th</sup>) of September of each year the board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1st of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representative fee.

2. Payroll Deduction Schedule

The board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

If an employee, who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received the full annual amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the current membership year.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing, of any changes in the list provided in Paragraph C1, and/or the amount of the representation fee, and such changes will be reflected in any deductions made no more than thirty (30) days after the Board receives said notice.

6. New Employees

On or about the last day of each month of the membership year, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all eligible employees who began their employment in a bargaining unit position during the preceding 30-day period. This list will include names, job titles, dates of employment and places of assignment for all such employees. Negative reports are not required. The Board will also notify the

Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

7. Indemnification

The Board of Education hereby grants to the Association the right to collect a representation fee from those unit members who do not elect membership in the Association. The implementation and administration of this provision shall be in accordance with Chapter 477, P.L. of 1979. In meeting its obligations pursuant to this paragraph, the Association shall save the Board harmless from any claims, liabilities, damages or other financial demands made by an employee, whether in litigation or elsewhere, including the cost of legal fees.



**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

A. Severability

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

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Non-Waiver

Nothing contained in any section or subsection of this Agreement shall be interpreted in any manner or construed to constitute an implied waiver by the Board of any of its rights. All rights not expressly waived herein are deemed retained.

D. Reproduction of Agreement

Copies of this Agreement shall be printed at the joint and equal expense of the Board and the Association after agreement on the format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employee's now employed or hereafter employed by the Board.

E. Mileage

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of the accepted Federal Tax Rate.

F. Uniforms

1. The Board will provide three (3) uniforms (shirts and pants) and three (3) t-shirts to all custodial and maintenance staff during the school year.
2. Ponchos will be provided to custodial and maintenance staff by the Board as the Board deems necessary.
3. The Board shall supply all necessary equipment and supplies to be used by the custodial and maintenance staff in fulfilling their obligations under the job descriptions contained in this Agreement.
4. The Board will furnish to all custodial and maintenance staff assigned to work outside with insulated or quilted outwear (jumpsuit or coat). This item shall remain the property of the Board and will be replaced as the Board deems necessary.

G. Insurance

If an employee is required to transport a school child or children, said employee shall be properly insured by the Board of Education and saved harmless from any law suit that might result if an accident(s) occurs.

H. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Northfield Board of Education  
2000 New Road  
Northfield, NJ 08225

Northfield Education Association  
NCS  
2000 New Road  
Northfield, NJ 08225

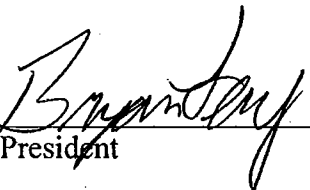
**ARTICLE XX**  
**DURATION OF AGREEMENT**


A. Duration Period

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013 subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

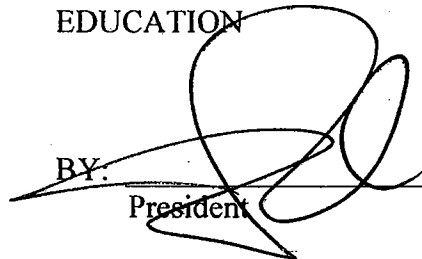
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.


NORTHFIELD EDUCATION  
ASSOCIATION

BY:   
\_\_\_\_\_  
President

BY:   
\_\_\_\_\_  
Secretary

NORTHFIELD BOARD OF  
EDUCATION

BY:   
\_\_\_\_\_  
President

BY:   
\_\_\_\_\_  
Secretary

**SCHEDULE A1**

**NORTHFIELD TEACHER SALARY GUIDE: 2010-2011**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	45,514	46,515	47,407	48,759	49,660	51,053
2	46,183	47,199	48,104	49,475	50,390	51,803
3	46,809	47,839	48,756	50,146	51,073	52,505
4	47,435	48,479	49,408	50,817	51,756	53,208
5	48,307	49,370	50,317	51,751	52,708	54,186
6	49,437	50,525	51,494	52,962	53,941	55,453
7	50,594	51,707	52,699	54,201	55,203	56,751
8	52,112	53,258	54,280	55,828	56,859	58,454
9	53,674	54,855	55,907	57,501	58,564	60,206
10	55,982	57,214	58,311	59,974	61,082	62,795
11	58,389	59,674	60,818	62,552	63,708	65,495
12	60,899	62,239	63,432	65,241	66,447	68,310
13	64,203	65,615	66,874	68,781	70,052	72,017
14	67,903	69,397	70,728	72,744	74,089	76,167
15	72,303	73,894	75,311	77,458	78,890	81,102
16	73,373	74,988	76,426	78,605	80,058	82,303

**SCHEDULE A1**

**NORTHFIELD TEACHER SALARY GUIDE: 2011-2012**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	45,703	46,708	47,604	48,962	49,867	51,265
2	46,372	47,392	48,301	49,678	50,596	52,015
3	46,998	48,032	48,953	50,349	51,279	52,717
4	47,644	48,692	49,626	51,041	51,984	53,442
5	48,496	49,563	50,513	51,954	52,914	54,398
6	49,626	50,718	51,690	53,164	54,147	55,665
7	50,783	51,900	52,896	54,404	55,409	56,963
8	52,301	53,452	54,477	56,030	57,066	58,666
9	53,863	55,048	56,104	57,703	58,770	60,418
10	55,982	57,214	58,311	59,974	61,082	62,795
11	58,389	59,674	60,818	62,552	63,708	65,495
12	60,899	62,239	63,432	65,241	66,447	68,310
13	64,203	65,615	66,874	68,781	70,052	72,017
14	67,903	69,397	70,728	72,744	74,089	76,167
15	72,303	73,894	75,311	77,458	78,890	81,102
16	74,343	75,979	77,436	79,644	81,116	83,391

**SCHEDULE A1**

**NORTHFIELD TEACHER SALARY GUIDE: 2012-2013**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	45,988	46,999	47,901	49,267	50,177	51,584
2	46,638	47,664	48,578	49,963	50,886	52,314
3	47,288	48,328	49,255	50,659	51,596	53,043
4	47,938	48,992	49,932	51,356	52,305	53,772
5	48,597	49,666	50,619	52,062	53,024	54,511
6	49,720	50,814	51,788	53,265	54,249	55,771
7	50,877	51,996	52,993	54,505	55,512	57,069
8	52,395	53,548	54,575	56,131	57,168	58,771
9	53,957	55,144	56,202	57,804	58,872	60,524
10	56,076	57,310	58,409	60,074	61,185	62,900
11	58,483	59,770	60,916	62,653	63,811	65,600
12	60,993	62,335	63,530	65,342	66,549	68,416
13	64,297	65,712	66,972	68,881	70,154	72,122
14	67,997	69,493	70,826	72,845	74,102 74,192	76,272
15	72,397	73,990	75,409	77,559	78,992	81,208
16	75,093	76,745	78,217	80,447	81,934	84,232

**SCHEDULE A2**

**NORTHFIELD SECRETARIES GUIDE: 2010-2011**

<b>Step</b>	<b>12-Month</b>
1	42,071
2	42,571
3	43,071
4	43,571
5	44,071
6	44,571
7	45,094
8	45,622
9	46,157
10	46,754
11	47,351
12	47,947



**SCHEDULE A2**

**NORTHFIELD SECRETARIES GUIDE: 2011-2012**

<b>Step</b>	<b>12-Month</b>
1	43,134
2	43,634
3	44,134
4	44,634
5	45,134
6	45,634
7	46,157
8	46,685
9	47,220
10	47,817
11	48,414
12	49,010

**SCHEDULE A2**

**NORTHFIELD SECRETARIES GUIDE: 2012-2013**

<b>Step</b>	<b>12-Month</b>
1	44,224
2	44,724
3	45,224
4	45,724
5	46,224
6	46,724
7	47,247
8	47,775
9	48,310
10	48,907
11	49,504
12	50,100

**SCHEDULE A3**

**NORTHFIELD AIDES SALARY GUIDE: 2010-2011**

<b>Step</b>	<b>Less than</b>	<b>60 Credits or more</b>	<b>BA</b>
1	10.28	11.70	15.85
2	10.38	11.81	16.00
3	10.48	11.93	16.16
4	10.58	12.04	16.31
5	10.88	12.38	16.77
6	11.29	12.85	17.42
7	11.73	13.35	18.09
8	12.18	13.86	18.79
9	12.65	14.40	19.52
10	13.14	14.95	20.27
11	13.69	15.59	21.13
12	14.81	16.86	22.87
OG*	17.44		

\*OG: Off-guide step applies only to aides who were employed on September 12, 2003. No one else moves to OG step in the future.

**SCHEDULE A3**

**NORTHFIELD AIDES SALARY GUIDE: 2011-2012**

<b>Step</b>	<b>Less than 60 credits</b>	<b>60 credits or more</b>	<b>BA</b>
1	10.37	11.79	15.94
2	10.47	11.90	16.09
3	10.57	12.02	16.25
4	10.67	12.13	16.40
5	10.97	12.47	16.86
6	11.38	12.94	17.51
7	11.82	13.44	18.18
8	12.27	13.95	18.88
9	12.74	14.49	19.61
10	13.23	15.04	20.36
11	13.78	15.68	21.22
12	14.90	16.95	22.96
OG*	17.53		

\*OG: Off-guide step applies only to aides who were employed on September 12, 2003. No one else moves to OG step in the future.

**SCHEDULE A3**

**NORTHFIELD AIDES SALARY GUIDE: 2012-2013**

<b>Step</b>	<b>Less than 60 credits</b>	<b>60 credits or more</b>	<b>BA</b>
1	10.55	11.97	16.12
2	10.65	12.08	16.27
3	10.75	12.20	16.43
4	10.85	12.31	16.58
5	11.15	12.65	17.04
6	11.56	13.12	17.69
7	12.00	13.62	18.36
8	12.45	14.13	19.06
9	12.92	14.67	19.79
10	13.41	15.22	20.54
11	13.96	15.86	21.40
12	15.08	17.13	23.14
OG*	17.71		

\*OG: Off-guide step applies only to aides who were employed on September 12, 2003. No one else moves to OG step in the future.

**SCHEDULE B**

**CO-CURRICULAR AND COACHING STIPENDS**

<b><u>Position</u></b>	<b><u>2010-2011</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>
Head Coach Boys	\$2,570	\$2,621	\$2,674
Asst. Coach Boys	\$1,285	\$1,311	\$1,337
Head Coach Girls	\$2,570	\$2,621	\$2,674
Asst. Coach Girls	\$1,285	\$1,311	\$1,337
Cheerleading Coach	\$2,319	\$2,365	\$2,413
Or two Cheerleading Coaches at	\$1,160	\$1,183	\$1,207
Intramural Director	\$1,932	\$1,971	\$2,010
Intramural Assistant	\$1,411	\$1,439	\$1,468
Student Council Advisor	\$2,570	\$2,621	\$2,674
Co-Advisors	\$1,285	\$1,311	\$1,337
Yearbook Advisor	\$1,285	\$1,311	\$1,337
Yearbook Assistant	\$642	\$655	\$668
Band Director all Bands	\$2,570	\$2,621	\$2,674
Webmaster	\$2,177	\$2,221	\$2,265
Chorus Director (all)	\$2,570	\$2,621	\$2,674
All other Clubs	\$1,168	\$1,191	\$1,215

**SCHEDULE C**

**CUSTODIANS**

<b>CUSTODIANS</b>	<b>DAY</b>	<b>NIGHT</b>
R.C.	\$48,325.08	
T.C.	\$45,216.95	
J.K.	\$37,294.40	
C.E.		\$23,440.76
L.F.		\$34,574.01
C.H.		\$45,436.02
C.M.		\$23,440.76
<b>PART TIME</b>		
A.S.		\$10.37
E.J.		\$11.16

Effective July 1, 2010 the salaries for the above employees will increase by 3%.

Effective July 1, 2011 the salaries for the above employees will increase by 3%.

Effective July 1, 2012 the salaries for the above employees will increase by 3%.