

AGREEMENT

Northfield Board of Education

and

Northfield Education Association

July 1, 1984 -- June 30, 1986

A G R E E M E N T

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. The Board of Education recognizes the Northfield Education
Association as the exclusive representative for collective
negotiation concerning grievances and terms and conditions of
employment for all certified educational employees employed under
contract, including all teachers, nurses, library-media specialists,
counselors, but excluding all staff designated as administrative and
supervisory personnel, and per diem teachers. Within the Agreement
summer school staff is excluded from this definition.

1. Definition of Teacher

Unless otherwise indicated the term "teacher," when used
hereinafter in this Agreement, shall refer to all certificated
educational employees represented by the Association in the
negotiating unit as above defined.

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 124, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' 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 teachers, be reduced to writing, and be signed by the Board and by the Association.

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 a teacher or teachers 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 teacher, or teachers making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting teachers 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 ten (10) school days of occurrence.

The time limits specified may, however, be extended by mutual agreement.

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 shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Level One

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

4. 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 immediate supervisor, specifying:

- a. The nature of the grievance and the injury or loss and the contractual or other basis of the grievance.
- b. The disposition at the preceding level.
- c. A statement of the relief sought.

Immediate supervisor shall send a copy of the grievance to the superintendent. The principal or immediate supervisor shall communicate the decision to the employee and the superintendent in writing, within five (5) school days of receipt of the written grievance.

5. 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, and, at the discretion of the employee with the Association, within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

6. 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.

7. Level Five

- a. 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.

- b. 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 American Arbitration Association by either party. the parties shall be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator so selected shall confer with the representatives of the Board and grievant(s) and hold 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.

- d. 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.

D. Rights of Teachers to Representation

1. Teacher 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. Any teacher 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:

1. Final Budget
2. Teachers' Contract List
3. Budget Caps
4. Individual Medical Coverage Census Date and Costs
5. Individual Extra-curricular Stipends
6. Seniority List

B. Released Time for Meeting

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

C. Use of School Buildings

With the approval of the building principal, the Association or its representatives shall have the right to use the school buildings 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 typewriters, duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Board

The Association shall have, in each school building, 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 teachers.

ARTICLE V
TEACHER RIGHTS

A. Just Cause Provision

No teacher 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.

B. Required Meetings or Hearings

Except in case of emergency whenever any teacher is required to appear before the superintendent, Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or increments pertaining thereto, then he 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 and represent him during such meeting or interview.

C. 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 or her objection to said change. This objection shall be placed in the teacher's file.

ARTICLE VI
TEACHER WORK YEAR

- A. 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.

- B. 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.

- C. Teacher attendance shall not be required whenever student attendance is not required, due to inclement weather.

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

- E. On the day before winter and spring vacation and the last day of school for pupils, dismissal shall be no later than 1:00 p.m.

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

ARTICLE VII

TEACHING HOURS

A. Teacher Day

1. Length of Day

The Board and Association, in consultation with the professional staff, will establish a program of review of teaching hours to work toward a more equitable schedule of teaching hours between elementary and middle schools, which when agreed upon, shall become part to this Agreement. Teachers are to report and remain on duty ten minutes before school and fifteen minutes after.

2. Arrival and Dismissal Time

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. Except in cases of emergency, the maximum time teachers may be required to supervise said departure(s) shall not exceed fifteen (15) minutes.

3. Extra Pay for Extra Service

- a. Any teacher whose job description calls for more than ten (10) months' employment in a school year shall be compensated on a prorate basis for the additional period beyond ten (10) months based on his/her current salary.
- b. Home instruction shall be compensated at a rate of nine dollars and 63 cents (\$9.63) per hour in 1984-85 and ten dollars and thirty cents (\$10.30) per hour in 1985-86.
- c. Curriculum or program development, not included in the regular teacher workday beyond the contracted four (4) hours per month or in the summer, shall be compensated at the rate of nine dollars and sixty three cents (\$9.63) per hour in 1984-85 and ten dollars and thirty cents (\$10.30) per hour in 1985-86.

B. Teaching Load

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.

C. Lunch Periods

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

D. Meetings

Teachers may be required to attend meetings after the end of the regular work day without additional compensation. Such meetings shall not exceed one hour and five minutes and shall commence ten minutes after the pupils' dismissal. There will be no more than three meetings per month and the total time spent shall be no more than four hours. If teachers are required to attend evening meetings, exclusive of dances, the time spent in attendance shall be deducted from the four hours. Teachers required to attend evening meetings shall leave school when the pupils are dismissed.

E. Chaperoning

Teachers who chaperone dances shall be paid at the rate of eighteen dollars and seventy three cents (\$18.73) per dance in 1984-85 and twenty dollars and four cents (\$20.04) per dance in 1985-86.

F. 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.

G. Calendar

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

H. Extra-curricular Activities Salary

Teachers shall be paid extra-curricular compensation for coaching, intramurals, and clubs and activities. See schedules B, C and D.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Placement on Salary Schedule

1. Any teacher employed prior to February 1 of any school year 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.

B. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 1st, or as soon thereafter as is practical.

ARTICLE IX

NONTEACHING DUTIES

- A. On any day when a teacher is assigned lunchroom duty, normally that teacher may leave school when the students are dismissed.

- B. Central registers will be maintained for each school.

ARTICLE X

TEACHER EVALUATION

A. Every board of education in this State shall cause each nontenure teaching staff member employed by it to be observed and evaluated in the performance of his duties at least three (3) times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately 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 their correction and improve professional competence.

B. General Criteria

1. 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.

2. Evaluation by Certified Supervisors

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

3. Copies of Formal Evaluation

A teacher shall be given a copy of any formal class visit or formal evaluation report prepared by his 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.

4. Informal Evaluations

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

C. Nontenure 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 nontenured teaching staff member's performance of the instructional process.

1. 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.
2. 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.
3. Each of the three observations required by law shall be followed within a reasonable period of time, but in no instance more than fifteen (15) days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation and the nontenured teaching staff member. Both parties to such a conference will sign the

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

4. The purposes of this procedure for the observation and evaluation of nontenured 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.

D. Personnel Records

1. File

A teacher 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. A teacher 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 and shall not precede that level.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent of 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 teacher's inspection.

E. Termination of Employment

Final evaluation of a teacher 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 teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XI

TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. 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.

2. Filing Requests

Teachers who desire to 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 to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than June 15.

3. Posting

No later than August 1st, the superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer, current as of the date of posting.

B. 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.

C. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than August 1.

D. Meeting and Appeal

In the event of an involuntary transfer to which the teacher involved objects, that teacher may request a meeting with the principal of the building in which the teacher last taught. This meeting shall be

requested within fifteen (15) days of notification of the involuntary transfer being made as defined herein. In the event such meeting is not requested within fifteen (15) days, the right to the meeting shall be deemed waived. In the event the teacher involved 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.

E. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. A teacher being involuntarily transferred or reassigned shall be placed only in a position which does not involve reduction in total compensation.

ARTICLE XII

SABBATICAL LEAVE

- A. The Board may, in its sole, reasonable discretion, grant sabbatical leave to any teacher employed by the Board.
- B. The purpose of the sabbatical leave must be one of potential benefit to the District.
- C. 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. 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. To be eligible, a teacher must have served a minimum of seven (7) years in the Northfield School District.
- F. Sabbatical leave shall be at half pay for the period that the individual is on such leave.
- G. No more than two individuals may be on sabbatical leave from the District at the same time.

- H. 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. 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 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. 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. 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, any costs to be borne by the employee, as 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. 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; or if not in the full-time employ of the Board for two (2) years, 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 approves sabbatical leave and any employee of the Board who goes on sabbatical leave, pursuant to this policy, is deemed to have accepted and agreed to the provisions of this paragraph.
- N. 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, to include the school or place where the leave is to be taken, the duration and the purpose and shall specifically state that the leave is approved subject to the terms of this policy. The notice shall require the employee to indicate acceptance of the terms and conditions by signing and returning a copy of the notice to the Board.

0. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he 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 XIII

INSURANCE PROTECTION

- A. The Board of Education shall enroll all eligible employees who apply in the New Jersey Public and School Employees Health Benefits 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.

- B. The Board of Education shall enroll all eligible employees who apply in the Blue Cross/Blue Shield Prescription Program as soon as possible after the date of the 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.

C. The Board of Education shall enroll all eligible employees who apply in the Delta Dental II-A Program as soon as possible after the date of the 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.

ARTICLE XIV

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

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 teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day. This provision does not apply to pay received during the summer months.

3. Summer Pay Plan

Each teacher may individually elect, in writing, to have ten percent (10%) of his/her salary deducted from his/her pay. These funds shall be paid to the teacher or his estate in four (4) equal semi-monthly installments during July and August, or upon death or termination of employment, if earlier.

4. Automatic Deposit Plan

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

5. Final Pay

Each teacher shall receive his final pay for June on his last working day in June.

D. Salary Adjustments

1. If a teacher 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 September 20.

2. Mid-year salary adjustments shall be effected as the result of status change of the teacher on or before January 30. Where notification is not received by the teacher prior to January 30 of successful completion of a course or courses which would otherwise warrant a status change, but the courses have been completed on or before January 30, then salary adjustment shall be made as soon as possible after notification and 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. Salary Adjustment

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.

ARTICLE XV
TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year as soon as practical.

B. Mileage Expenses

1. Teachers who are assigned to more than one (1) school per day shall be reimbursed at the following yearly rates:

- a. \$100.00 - Home base plus one (1) school
- b. \$125.00 - Home base plus two (2) schools

2. Teachers who may be required to use their own automobiles in the performance of their duties, not covered under B.1 of this article, shall be reimbursed at the rate of twenty cents (20¢) per mile.

ARTICLE XVI

SICK LEAVE

A. Accumulative

As of September 1, 1977, all teachers employed 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.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

All persons subject to this Agreement shall be entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year at the discretion of the Superintendent of Schools or his designee.

1. Personal Leave

- a. Those requesting personal leave shall do so on a form designated for this purpose. Their request shall be given to the building principal at least two (2) school days in advance and forwarded to the superintendent.
- b. An allowance of up to three (3) days absence without pay deduction during any one school year for personal reasons under the following conditions:
 - (1) Court Subpoena
 - (2) Religious Holidays
 - (3) Any other emergency or urgent reasons

c. 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.

2. Professional Leaves

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 designee.

3. Death in Family

a. Death or serious illness in the immediate family--an allowance of up to five (5) days leave shall be granted. Immediate family shall be considered husband or wife, father, mother, father-in-law, mother-in-law, child, brother, sister, or any member of the immediate household. Serious illness is interpreted as one causing hospitalization.

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

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- A. Due to medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay; however, during the period of the teacher'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. The Board need not grant or extend the leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from a medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.
- C. No tenured or nontenured teacher 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.

- D. Nothing herein contained shall be construed to require the Board to grant tenure to any nontenured teacher 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 nontenured teacher who would not have been offered such a contract in the absence of this provision.
- E. A teacher 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 teacher with the necessary information in order that the teacher can take over the payments of insurance premiums.
- F. 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 teacher's immediate family. Additional leave may be granted at the discretion of the Board.

- G. The Board may grant a leave of absence without pay to a teacher to campaign for or serve in a public office.

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

- I. Upon return from leave granted according to Section A, above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted under sections E, F, G, and H above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leave granted under A shall count toward increment if the teacher taught during that school year.

- J. Advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the date 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 90 days in that school year. Working 90 days or less shall result in no advancement on the salary guide or raise the following year.

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

ARTICLE XIX

PROFESSIONAL DEVELOPMENT

- A. Tuition reimbursement up to four hundred (\$400.00) dollars per teacher per year will be granted upon completion of courses subject to the following conditions:
1. Said courses shall be directly related to the staff member's present position or related to an area of potential educational responsibility.
 2. Reimbursement shall be given for approved courses taken at accredited four-year institutions of higher education or in-service programs for which the teacher has been required to expend tuition monies.
 3. A minimum grade of C or its equivalent must be attained in order to be eligible for reimbursement.
 4. Application for course reimbursement shall be approved by the superintendent prior to enrollment in the course to be taken.
 5. Courses taken to comply with State requirements for emergency or provisional certificates do not qualify for reimbursement.

6. Reimbursement shall be made three (3) times a year--July, October and March.

ARTICLE XX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers the dues for the Northfield Education Association, the Atlantic County Education Association, the New Jersey Education Association or the National Educational Association as said teachers 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.

2. 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 XXI

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 teacher, 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. 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 teachers now employed or hereafter employed the the Board.

D. 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:

Office of the Northfield Board of Education
Northfield, NJ 08225

2. If by Board, to Association at:

Mill Road School
Mill Road and New Road
Northfield, NJ 08225

ARTICLE XXII

REPRESENTATIVE FEE

1. If an eligible employee does not become a member of the Association during any membership year, i.e., September 1 to the following August 31, which is covered in whole or in part by this Agreement, 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.

2. Prior to September 1 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 85% of that amount.

3. a. Prior to September 1 of the membership year, covered in whole or in part by this Agreement, the Association will submit to the Board in writing, a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly transmit the amount to the Association.

- b. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year. The deductions will begin with the first paycheck paid:
- 1) No later than thirty (30) days after receipt of the aforesaid list by the Board, or
 - 2) No later than thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid no later than thirty (30) days after the resumption of his/her employment in a bargaining unit position.
- c. 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.

- d. 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.

- e. The Association will notify the Board in writing, of any changes in the list provided in paragraph a, 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.

- f. 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, and dates of employment for all such employees. Negative reports are not required.

ARTICLE XXIII

DURATION OF AGREEMENT

A. Duration Period

1. This agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1986, 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.

B. 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

NORTHFIELD BOARD OF EDUCATION

By _____

By _____

President

President

By _____

By _____

Secretary

Secretary

SCHEDULE A

1984-85

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>BA +30</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30</u>
1	\$15,000	\$16,400	\$17,000	\$17,900	\$18,800	\$19,400
2	16,550	17,200	17,800	18,700	19,600	20,200
3	17,250	18,000	18,600	19,500	20,400	21,000
4	18,100	18,850	19,450	20,350	21,250	21,850
5	18,950	19,700	20,300	21,200	22,000	22,700
6	19,800	20,550	21,150	22,050	22,950	23,550
7	20,650	21,400	22,000	22,900	23,800	24,400
8	21,500	22,250	22,850	23,750	24,650	25,250
9	22,350	23,100	23,700	24,600	25,500	26,100
10	23,250	24,000	24,600	25,500	26,400	27,000
11	24,150	24,900	25,500	26,400	27,300	27,900
12	25,150	25,800	26,500	27,400	28,300	28,900
13	26,450	26,650	27,800	28,700	29,600	30,200
14	27,750	28,500	29,300	30,000	30,900	31,500
15	29,050	29,800	30,400	31,300	32,200	32,800

SCHEDULE A

1985-86

<u>Step</u>	<u>BA</u>	<u>BA</u> <u>+15</u>	<u>BA</u> <u>+30</u>	<u>MA</u>	<u>MA</u> <u>+15</u>	<u>MA</u> <u>+30</u>
1	\$17,800	\$18,550	\$19,150	\$20,050	\$20,950	\$21,550
2	18,700	19,450	20,050	20,950	21,850	22,450
3	19,600	20,350	20,950	21,850	22,750	23,350
4	20,500	21,250	21,850	22,750	23,650	24,250
5	21,400	22,150	22,750	23,650	24,550	25,150
6	22,300	23,050	23,650	24,550	25,450	26,050
7	23,200	23,950	24,550	25,450	26,350	26,950
8	24,100	24,850	25,450	26,350	27,250	27,850
9	25,000	25,750	26,350	27,250	28,150	28,750
10	25,900	26,650	27,250	28,150	29,050	29,650
11	27,100	27,850	28,450	29,350	30,250	30,850
12	28,400	28,550	29,750	30,650	31,550	32,150
13	29,700	30,450	31,050	31,950	32,850	33,450
14	31,000	31,750	32,350	33,250	34,150	34,750

SCHEDULE A - 1

CONVERSION TABLE FOR SALARY GUIDES

Teachers who were on this step in <u>1983-84</u>	will be on this step in <u>1984-85</u>	and on this step in <u>1985-86</u>
1 through 5	1	1
6	2	1
7	3	2
8	4	3
9	5	4
10	6	5
11	7	6
12	8	7
13	9	8
14	10	9
15	11	10
16	12	11
17	13	12
18	14	13
19	15	14

SCHEDULE B

COACHING

<u>Basketball</u>	<u>1984-85</u>	<u>1985-86</u>
Head Coach, Boys	\$596	\$638
Assistant Coach, Boys	264	283
Head Coach, Girls	530	567
Cheerleading Coach	397	425

SCHEDULE C
INTERAMURALS

	<u>1984-85</u>	<u>1985-86</u>
Director (1)	\$563	\$602
Assistants (3) (each)	397	425

SCHEDULE D
CLUBS AND ACTIVITIES

	<u>1984-85</u>	<u>1985-86</u>
Student Council		
Advisor (1)	\$596	\$638
or		
Co-Advisors (2) (each)	299	320
Yearbook	264	283
All other clubs and activities (5 each school)	199	213