

***AGREEMENT***

***BETWEEN THE***

***BOARD OF EDUCATION OF THE  
TOWNSHIP OF UPPER DEERFIELD***

***AND THE***

***UPPER DEERFIELD EDUCATION ASSOCIATION***

***JULY 1, 2005 THROUGH JUNE 30, 2008***

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## **PREAMBLE**

This Agreement, entered into this 28th day of February 2006 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF UPPER DEERFIELD, in the County of Cumberland, hereinafter called the "Board" and the UPPER DEERFIELD EDUCATION ASSOCIATION, hereinafter called the "Association."

## **Article One RECOGNITION AND DEFINITIONS**

- 1:1 The Upper Deerfield Board of Education hereby recognizes the Upper Deerfield Education Association as the exclusive bargaining representative for all personnel under contract but excluding supervisory and executive personnel, maintenance and operating employees and those employees working less than 20 hours per week.
- 1:1.1 The term "employee," when used hereinafter in this Agreement shall refer to all persons/positions represented by the Upper Deerfield Education Association in the bargaining or negotiating unit as above defined.
- 1:1.2 The term "Board" shall include its officers and agents.
- 1:2 The Board agrees not to negotiate with any organization other than that designated as the representative for the duration of this Agreement.

## **Article Two SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

## **Article Three TEACHING HOURS AND LOAD**

- 3:1 All teachers and ten month secretaries shall have a work year of one hundred and eighty-four (184) days with newly hired staff having a work year of one hundred and eighty-five (185) days. Such days shall be scheduled as follows:
- a. One (1) new hire orientation in-service day prior to the pupils' school year. (New hires only)
  - b. Two (2) staff in-service days. (Teachers and ten month secretaries)
  - c. One (1) day attendance immediately before the pupils' school year. (Teachers and ten month secretaries)
  - d. One (1) day attendance immediately after the pupils' school year. (Teachers)
  - e. Ten month secretaries work until they close out their registers.
- 3:1.1 All aides and clerks shall have a work year of one hundred and eighty-four (184) days.
- 3:1.2 During normally scheduled school year recesses, when school is closed to students, secretaries will not be expected to work.
- 3:1.3 All twelve month secretaries shall follow the school calendar and shall receive Independence Day as a holiday.
- 3:2 No teachers, aides, or clerks covered by this Agreement shall be required to report for duty earlier than 15 minutes before the start of the pupils' instructional day, or be required to remain more than 20 minutes after the close of the instructional day.
- 3:2.1 Teachers and aides may be required to remain after the close of the school day for the purpose of staff meetings, provided that no individual employee be required to attend more than two (2) such meetings per month, non-accumulative, and that such meetings be limited to one (1) hour beyond the end of the employee day. This does not include a meeting which the Principal may require with an individual employee. At least five (5) days prior notice shall be given of such meetings. The Association recognizes there may be a need to have additional meetings or to extend the length of a regular meeting in the case of an emergency. No such

additional meeting(s) and/or extension of a regular meeting shall occur without the consent of the majority of employees impacted as per the current procedure. However, any employee who is unable to attend an additional meeting or to remain past the contractual length of a regular meeting, shall not be required to do so but is responsible for the information discussed at the meeting.

- 3:2.2 The work day for teachers aides and clerks is six (6) hours and 55 minutes. In regard to the 20 minutes of time added to the workday by the 2001-04 Agreement, which is included within the six (6) hours and 55 minutes, the Board reserves the exclusive right to use the additional time as instructional time if and when it determines that it is appropriate to do so. The additional time will be used as professional time including meetings, parent-teacher conferences and planning.
- 3:2.3 Secretaries work day shall consist of eight hours, 7:30 a.m. to 3:30 p.m., including a one half hour paid lunch.
- 3:3 The Board shall provide for each teacher a minimum of two guaranteed duty free preparation periods per week. The Board will further attempt to maintain the current number of preparation periods for each teacher as the minimum.
- 3:4 Employees shall have a duty-free lunch period equal to the pupils' lunch period.
- 3:5 If cafeteria duty is included in the duty roster, the procedure for assigning such duty shall be as follows:
  - 1. No teacher shall be assigned if a volunteer is available. A teacher who volunteers must do so for the pupils' instructional year.
  - 2. In the event the assigned teacher is absent and there is no substitute, no other teacher shall be assigned if there is a volunteer available.
  - 3. No teacher shall be assigned more than two (2) cafeteria duty per week except for special area teachers who may be assigned on a weekly basis.

## **Article Four SALARY**

- 4:1 During the term of this Agreement all employees employed by the Board shall receive salaries of not less than the minimum rates set forth in Appendixes A-1 through A-3 and B-1 through B-3, which are made part of this Agreement. The increases for the unit in the aggregate are as follows: 2005-06 - 4.6% over 2004-05; 2006-07 - 4.6% over 2005-06; and 2007-08 - 4.6% over 2006-07. This scale shall not be changed during the period of this Agreement, except by mutual consent.
- 4:2 Employees may be engaged, reengaged or transferred into this school system at rates in excess of the minimum starting rate at the Board's discretion. However, no new employee shall be placed on the salary guide higher than an existing employee with the same number of years in the Upper Deerfield Township School District.
- 4:2.1 The Board will provide for electronic direct deposit of paychecks. Such deposit shall be limited to one account designated by the employee and one change shall be permitted during the school year. Timelines for enrollment and for a single change shall be determined by the Board. A minimum of twenty (20) participants shall be required for this benefit to be activated.
- 4:3 Paychecks shall be issued the 15<sup>th</sup> of each month and the last school day of each month. When a payday falls on, or during, a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. If a payday falls on a Monday, paychecks shall be issued on the last previous working day. Employees shall be issued their final checks five (5) workdays after the close of the school year but in no case earlier than June 20.
- 4:4 An employee may individually elect to have bimonthly deductions taken from his/her salary in elected denominations for payment to an individual account in the Cumberland County Federal Credit Union. However, the amount of such initial bimonthly deduction shall remain in effect until the first pay period of the following September or January, at which time the employee may elect to change or establish a deduction

amount. All requests for changes must be forwarded on the proper forms to the Business Office prior to August 30<sup>th</sup> or December 30<sup>th</sup>. Credit Union loan deductions shall not be affected by this article.

4:5 An employee may individually elect to have bimonthly deductions taken from his/her salary for deposit in a Board approved Tax Shelter Annuity Plan or after tax deductions for Roth IRA, college savings plan, long term care. However, the amount of such initial deduction shall remain in effect until the first pay period of the following September or January, at which time the employee may elect to change or establish a deduction amount. All requests for changes must be forwarded to the Business Office prior to August 30<sup>th</sup> or December 30<sup>th</sup>.

4:6 An instructional aide who is also a certified substitute teacher may be used as a substitute under the following procedure. The aide shall be compensated at \$25.00 per day. This compensation shall be in addition to the aide's regular salary. In each school year, a voluntary rotation schedule based on seniority shall be in place for those aides appropriately certified to substitute. Each September any aide so certified may choose to put their name on the rotation. Substitute assignments are to be assigned according to the seniority rotation. Once an aide has performed a substitute assignment, their name goes to the bottom of the list.

## **Article Five INSURANCE**

5:1 The Board shall give notice at the time of hiring to all employees hired that the responsibility for filling out the proper enrollment cards rests with the employee. No employee shall be covered unless he/she has requested coverage and has signed the necessary documents subject to the enrollment policies of the insurance company. Any employee denied coverage due to the failure of the employer to give the appropriate said notice or to properly process the employee documents shall be made whole by the Board.

5:1.1 All current and new employees with two or more years of public school teaching

experience shall receive full family medical coverage under section 5:1.1 of the Agreement. The Board shall pay 100% of the premium for medical coverage equal to or better than the New Jersey State Health Benefits Plan for the employee and any eligible dependent(s), subject to the enrollment policies of the insurance company. The current Board designated plan is the Aetna Health Plan. Such premium payments shall be for the full twelve (12) month period of the coverage year and for the duration of the Agreement.

Effective December 1, 2005, the specialist physician co-pay shall be increased to \$25.00 and the Emergency room co-pay shall be increased to \$50.00 for Patriot X participants. Please refer to your medical plan for all other co-pays.

Current and new employees with less than two years of public teaching experience shall receive employee only benefits until such time as they have two years of public school teaching experience. Non-certificated employees hired on or after September 15, 1998, will receive employee only benefits for the first three years of employment: said employee can opt to purchase the additional family coverage through the group plan prior to tenure. Upon tenure the employee is eligible for full family coverage.

5:2 Until December 1, 2005, all employees of the Board shall receive, upon their request, payment of the employee's share, plus 100% of the family plan premium for those who qualify, of a prescription plan with the Board's share capped at the 1998-99 level for the term of the agreement. The cost of the prescription plan shall be supplemented by the employee by payroll deduction to meet any increased premium cost. Fertility drugs will be dropped from the plan effective July 1999. The rights for the prescription plan shall be subject to the provisions of the enrollment policies of the Insurance Company. New enrollees may enroll during open enrollment periods as provided by the Insurance Company. However, effective September 1, 2005, anything herein to the contrary notwithstanding, the Board shall pay the contributions of the employees to this prescription plan through November 30, 2005, at which time the Board's obligation shall cease. On and after

December 1, 2005, the above described prescription plan shall be eliminated and employees may then submit prescription costs through the Aetna Health Plans (Patriot V and Patriot X) for reimbursement in accordance with the terms of said Plan.

5:3 Effective July 1, 2001, all employees of the Board shall receive, upon their request, payment of the employee's share plus 100% of the family plan premium for those who qualify, of a dental plan including major coverage with the Board's share capped at the 1996-97 level. The cost of the dental plan shall be supplemented by the employee to meet any increased premium cost. The rights for the dental plan shall be subject to the provisions of the enrollment policies of the Insurance Company. New enrollees may enroll during open enrollment periods as provided by the Insurance Company.

5:4 The benefits set forth in this article shall be subject to the provisions of the enrollment policies of the Insurance Company(ies). New enrollees may enroll during open enrollment periods as provided by the Insurance Company(ies).

### **Article Six EDUCATIONAL IMPROVEMENT**

6:1 During the term of this Agreement any employee of the Board who shows evidence of successful completion of postgraduate courses in the field of education, supervision or administration taken during the duration of this Agreement and approved by the Superintendent prior to enrollment in the courses shall be reimbursed for up to nine (9) credits per school year at the current Rowan College tuition cost per credit only. In order to obtain reimbursement for a course, an employee must achieve a grade of "B" or better. With prior approval of the Superintendent, a grade of "Pass" in a course graded on a pass/fail basis will be reimbursed. If an employee is matriculated into an advanced degree program approved by the Superintendent, the college grading standard for receiving the degree shall prevail for reimbursement purposes.

6:2 Employees having completed postgraduate courses must submit a bill form with evidence of course completion not later than

two months after completion of the courses in order to receive reimbursement.

6:3 The Board agrees to pay for registration fees, transportation, meals and other reasonable expenses incurred by employees as a result of workshops, conferences, or similar job related meetings or affairs at which the employees' attendance is required or mutually agreed to by the employee and the Board.

### **Article Seven GRIEVANCE PROCEDURE**

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

7:2 **PROCEDURE**

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

7:2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7:2.3 If the grievance which is filed involves a matter of contract integrity and/or just cause, the presence of the individual grievant will not be required. In all other cases, the grievant will be present.

**7:2.4 Level One:**

7:2.4a Any employee(s) with a grievance shall first discuss it with his/her/their Principal in an attempt to resolve the matter informally.

7:2.4b A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of when the employee(s) should have known of its occurrence. If the grievance is not filed within this thirty (30) calendar day limit, the grievance is deemed waived.

7:2.4c A decision shall be rendered within fourteen (14) calendar days after presentation of the grievance at this level.

**7:2.5 Level Two:**

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee(s), within fourteen (14) calendar days the employee(s) shall set forth his/her/their grievance in writing and present it to the Principal or designee on the grievance form specifying:

- 1) the nature of the grievance
- 2) the nature and extent of the injury, loss or inconvenience
- 3) the results of previous discussions
- 4) his/her/their dissatisfaction with decisions previously rendered
- 5) remedy sought

7:2.5a The Principal or designee shall communicate his/her decision to the employee(s) in writing within fourteen (14) calendar days of receipt of the written grievance at this Level.

**7:2.6 Level Three:**

The employee(s) may appeal the Principal's or designee's decision to the Superintendent of Schools within fourteen (14) calendar days after the decision was made at Level Two or within fourteen (14) calendar days from when a decision should have been rendered. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and the employee's(s') dissatisfaction with

the decision previously rendered. The Superintendent shall render a decision within fourteen (14) calendar days after receiving the written grievance.

**7:2.7 Level Four:**

If the grievance is not resolved to the employee's(s') satisfaction, he/she/they may request a review by the Board of Education within fourteen (14) calendar days of the Superintendent's written response or within fourteen (14) calendar days from when a decision should have been rendered. The request shall be submitted through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education at its next regular meeting. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee(s) within thirty (30) calendar days of said Board meeting and render a decision in writing within fifteen (15) calendar days from the date of the final hearing with the employee(s).

**7:2.8 Level Five:**

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

7:2.8a Any matter for which a method of review is prescribed by law, or any rule or regulation of the state Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.

7:2.8b Dismissal or failure to renew the contract of a non-tenured employee.

7:2.8c A complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

7:2.8d If the employee(s) or the Association is/are dissatisfied with the decision of the Board of Education, and only if the grievance pertains to a violation of this Agreement between the Board and the Association and/or terms and conditions of employment, the Association or employee(s) may request the appointment of an arbitrator. Such request shall be made known to the Superintendent by certified mail, receipt returnable, no later than fifteen

(15) calendar days after the decision of the Board, in writing.

### 7:3 **ARBITRATION PROCESS**

- 7:3.1 The following procedure will be used to secure the services of an arbitrator:
  - 7:3.1a A joint request will be made to obtain the services of a mutually satisfactory arbitrator.
  - 7:3.1b If the parties are unable to determine a mutually satisfactory arbitrator, they will request the Public Employment Relations Commission to submit a roster of names.
  - 7:3.1c If the parties are unable to determine, within fourteen (14) calendar days of the initial request a mutually satisfactory arbitrator from the submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- 7:3.2 The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The parties further agree to accept the arbitrator's award as final and binding upon them.

### 7:4 **COSTS**

- 7:4.1 Each party will bear the total cost incurred by themselves.
- 7:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- 7:4.3 If time is lost by any employee(s) due to arbitration proceedings necessitating the retention of a substitute(s), the Board of Education shall pay the cost of the substitute(s). The time lost by the employee(s) must be without pay from the Board of Education unless the decision is in favor of the employee(s).

## **Article Eight MANAGEMENT RIGHTS**

- 8:1 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation,

all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the state of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- 8:1.1 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  - 8:1.2 To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - 8:1.3 To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - 8:1.4 To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms of employment.
- 8:2 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the state of New Jersey and the Constitution and laws of the United States.
  - 8:3 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authorities under the New Jersey General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.



## **Article Nine**

### **EMPLOYEE RIGHTS**

9:1 In accordance with existing laws, the Board hereby agrees that every party to this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the state of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to sex, race, religion, creed, age, hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

9:2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

9:3 Subject to law, no employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. This provision shall not apply to any non-renewals or the withholding of increments based upon performance evaluations.

#### **9:4 Required Meetings or Hearings**

Whenever any employee is required to appear before any administrator or supervisor, the Board or any committee member, representative or agent thereof, covering any matter which could adversely

affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him/her and represent him/her during such meeting or interview if the employee so requests. Any suspension of an employee shall be in accordance with NJSA Title 18A and other applicable laws, statutes and/or court decisions.

#### **9:5 Criticism of Employees**

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

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

## **Article Ten**

### **EMPLOYEE-ADMINISTRATION LIAISON**

#### **10:1 Building Level Faculty Council**

##### **10:1.1 Organization**

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

10:1.2 Areas for Faculty Council Consideration  
Areas for consideration by the Council shall include school building level decisions regarding:

10:1.2a Administration of this Agreement;

- 10:1.2b Facilitation of programs and recommendations by the staff to the Faculty Council in the school building;
- 10:1.2c Revision and development of building policies and practices.
- 10:1.3 All final or unresolved recommendations or decisions by the Building Level Faculty Council are subject to review by the Superintendent.
- 10:2 Meetings with the Superintendent  
The Association's representatives shall meet with the Superintendent during the school year to review and discuss current school problems and practices and the administration of this Agreement.

## **Article Eleven**

### **EMPLOYEE EVALUATION**

- 11:1 **Frequency**  
Non-tenured certificated staff shall be evaluated by their immediate superior at least three (3) times in each school year, and tenured employees at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the certificated staff member and his/her immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of one (1) or three (3) in-classroom observation(s) of at least the length of an instructional period. A time period of at least two (2) weeks shall elapse between each formal observation except in the case of an emergency situation. Receipt of the written report and conference shall follow the observation within ten (10) school days. Informal observations may be made at the evaluator's discretion.
- 11:1.2 Support staff employees shall be evaluated at least one (1) time in each school year by their immediate supervisor. A copy of the evaluation form will be available to any support staff person upon request to the building administrator. If there are any revisions, the association will be given a copy prior to its implementation. Upon request, a pre-evaluation conference will be considered. The evaluation shall be

summative and also serve as the annual performance report. This evaluation will be followed by a written evaluation report followed by a conference between the support staff member and his/her immediate supervisor or designee for the purpose of identifying any deficiencies, extending assistance for their correction and improving performance. Receipt of the written report and conference shall follow the observation within ten (10) school days. A professional improvement plan will be completed in the spring of each year. Informal observations may be evaluated more than the one time minimum will be considered.

### **11:2 General Criteria**

#### **11:2.1 Open Evaluation**

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

#### **11:2.2 Copies of Evaluation**

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

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

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

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

### 11:3 **Personnel Records**

#### 11:3.1 File

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

#### 11:3.2 Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written rebuttal to such material and said rebuttal shall be reviewed by the administrator and attached to the file copy.

#### 11:3.3 No Separate File

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

## **Article Twelve COMPLAINT PROCEDURE**

12:1 When a complaint of any kind regarding any employee(s) is made by a parent or guardian to any member of the administration, the complaint shall be handled by the Principal of the school where the complaint was registered.

12:2 The Principal shall immediately notify the employee(s) of the complaint and attempt to resolve it in discussion with the employee(s). If the Principal is unable to resolve the problem satisfactorily with all concerned, he/she shall schedule a meeting involving the concerned parties in an effort to resolve the problem through direct discussion between the parties and the building Principal.

12:3 If the complaint still is not resolved, the Principal shall notify the Superintendent of the problem. The Superintendent shall then attempt to resolve the situation through informal and/or formal meetings with the concerned parties.

12:4 If the complaint remains unresolved, the Superintendent will involve the Board of Education, where efforts will be made to resolve the situation. If the Superintendent's decision is not acceptable to the employee, the employee(s) is/are entitled to file a grievance. The employee(s) is/are entitled to representation at all times and at all meetings.

## **Article Thirteen TRANSFERS AND REASSIGNMENTS**

### 13:1 **Voluntary Transfers and Reassignments**

#### 13:1.1 Notification of Vacancies

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

#### 13:1.2 Filing Requests

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

### 13:2 **Involuntary Transfers and Reassignments**

#### 13:2.1 Use of Voluntary Requests

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

#### 13:2.2 Notice

Notice of an involuntary transfer or reassignment shall be given to employee(s)

as soon as is practicable and, except in cases of emergency, not later than May 31.

13:2.3 Meeting and Appeal

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

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

14:1 **Accumulative**

During the term of this Agreement, all ten month employees covered by this Agreement shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Twelve month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

14:2 **Notification of Accumulation**

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

14:3 **Reimbursement for Accumulated Sick Leave**

Upon retirement, an employee shall be paid for each day of accumulated unused sick leave as follows: Effective 7/1/05 - \$60.00; Effective 7/1/06 - \$47.50; Effective 7/1/07 - \$50.00. On June 30, 2001, the number of days of unused sick leave for employees with more than 100 accumulated days was frozen. The number of days accumulated on that date is the maximum number of days an employee may sell back at retirement. Employees with less than 100 days may accumulate up to 100 days thereafter, i.e., the accumulated sick leave buy back is capped at 100 days.

14:4 Said monies shall be paid to all employees retiring from the Upper Deerfield Township Schools after a minimum of twelve (12) years of continuous service to these schools. An approved leave of absence will not be considered as an interruption of service.

Employees may opt to receive payment for the current unused sick leave benefit up to twelve (12) months after retirement. The estate of any employee who dies between retirement and the deferred payment date shall receive the payment.

14:5 In order to receive reimbursement for accumulated sick leave at the time of retirement, an employee must notify the Board of his/her intention to retire six months prior to retirement. Failure to notify six months prior to retirement may result in postponement of the sick leave payment for one year, at the discretion of the Board.

14:6 Unit members with 12 years of continuous service shall have said benefits paid to their estate in the event of death.

14:7 Employees must be pension-eligible to receive this benefit. For the purposes of this Article, pension-eligible shall mean, "the employee must qualify for retirement under the guidelines of the N.J. Division of Pension (T.P.A.F.)."

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

15:1 **Types of Leaves**

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

15:1.1 Personal

Three days leave of absence for ten month employees, four days leave for twelve month employees for personal, legal business, household or family matters which require absence during school hours. Application to the employee's Principal or other immediate superior for personal leave shall be made two (2) school days before taking such leave (except in the case of emergencies) and the

## **Article Sixteen**

### **EXTENDED LEAVES OF ABSENCE**

applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. This leave may not be taken on a day immediately before or after a holiday

unless such leave is specifically approved by the Superintendent. The decision of the Superintendent to grant or not grant such leave shall not be challengeable under the grievance procedure contained in this Agreement. No personal days may be used within five (5) work days of the last day of school unless an emergency exists. All unused personal days in any year shall be added to the employee's accumulated sick leave total.

#### 15:1.2 Legal

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

#### 15:1.3 Death

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

#### 15:1.4 Professional Visitation

Time shall be provided for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with the approval of the school administration.

#### 15:1.5 Good Cause

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

#### 15:2 In Addition to Sick Leave

Leaves taken pursuant to Section 15:1 above shall be in addition to any sick leave to which the employee is entitled.

#### 16:1 **Maternity Leave**

16:1.1 Definition: The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is governed by Article 14 of this Agreement. The term "maternity leave" refers to a voluntary absence from active employment either:

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

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

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

may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

- e. The Board may require an employee during her pregnancy to produce certificates from her physician stating that she may continue working effectively at the duty to which she has been assigned.
- f. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the attending physician.
- g. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant employee from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
- h. Any employee shall be granted maternity leave for the entire academic school year in which the maternity leave began.
- i. Any employee under tenure or who has received a tenure-year contract shall, upon timely request made in her original application, or by March 1, be granted maternity leave for an additional academic school year. An employee on such maternity leave shall notify the Board in writing by March 1 of the school year preceding the school year in which she is scheduled to return to active employment of the intention not to return to active employment. Such notification, or failure to begin active employment when due to return, shall be deemed a resignation from the District.
- j. Employees on maternity leave shall not accept full-time employment in any other teaching or support staff position. This

does not prevent such employees from accepting employment as per diem substitutes in other school districts.

k. Any employee on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.

l. Subject to any law, an employee may not apply accumulated sick leave to any period of disability arising after a voluntary maternity leave has begun.

m. Time spent on maternity leaves of absence shall not count toward salary guide placement experience, sick leave accumulation, etc.

16:1.3 **Adoption Leave:** Any employee may apply for a leave in the case of adoption by such employee of a child four (4) years of age or younger under the same terms as the maternity or child care leave above; except that the sixty (60) day notice in 16:1.2b hereinabove shall be an intent notice, and actual notice shall be presented when the employee has notice of the actual adoption. If the child is more than four (4) years of age, such leave may be granted at the sole discretion of the Board. Adoption leaves shall begin upon the employee's receiving de facto custody of the infant child, or earlier if necessary to fulfill the requirements for the adoption.

16:2 **Child Rearing Leave Procedure**  
Child rearing leave without pay will be granted upon Board approval under the following procedures and shall be in addition to any time requested under the New Jersey State or Federal Family Leave Acts:

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

16:2.2 Such written requests shall specify the date when the employee wishes to begin or end leave. Under normal conditions, the beginning and end of such leave shall be on a semester basis. However, in emergency situations, leave could be granted under other arrangements.

16:3 **Illness in Family**

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

16:4 **Good Cause**

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

16:5 **Benefits**

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

16:6 **Extensions and Renewals**

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

**Article Seventeen**  
**VACATION**

17:1 All twelve (12) month employees covered by this Agreement shall receive an annual paid vacation. The scheduling of all vacation days shall be subject to the approval of the appropriate Administrator or Supervisor. Vacation must be taken during the applicable or anniversary year following the year in which vacation time is earned.

17:2 All twelve (12) month employees covered by this Agreement shall be given vacation as follows: At the end of one year thru 10 years of service – 10 days. At the end of ten years of service – 15 days.

**Article Eighteen**  
**SEPARABILITY**

18:1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Article Nineteen**  
**NEGOTIATION OF SUCCESSION**  
**AGREEMENT**

19:1 This Agreement shall be for a period of three years from the effective date and negotiations concerned with the terms of this Agreement shall not be reopened during that time except by mutual written agreement of the parties.

19:2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

19:3 The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, the Board negotiating team shall not have the authority to bind the Board, and all agreements shall be subject to final approval of the Board of Education. Additionally, the Association negotiating team shall not have the authority to bind the Association, and all Agreements shall be subject to ratification by the Association.

19:4 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matters.

19:5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

19:6 Deadline Date – The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than

on or about October 1 of the calendar year preceding the calendar year in which this Agreement expires.

19:7 Any agreement so negotiated shall apply to all employees in the bargaining unit, be reduced to writing, be submitted for ratification by the Association and adoption by the Board, and be signed by the President

and Assistant Superintendent for Business/Secretary of the Board of Education and the President and Secretary of the Association.

**Article Twenty**  
**DURATION OF AGREEMENT**

This Agreement, shall be effective as of July 1, 2005 and shall continue in effect until June 30,2008 .

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

UPPER DEERFIELD TOWNSHIP BOARD OF EDUCATIONUPPER DEERFIELD EDUCATION ASSOCIATION

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
BOARD SECRETARY

BY \_\_\_\_\_

DATED \_\_\_\_\_

DATED \_\_\_\_\_



**2005-06 Upper Deerfield (Cumberland) Appendix A-1**

Salary Guide Step	Teachers					
	BA	BA+30	MA	MA+30	MA+45	DOC
1	44,179	45,079	45,979	46,929	48,154	49,879
2	44,479	45,379	46,279	47,229	48,454	50,179
3	44,779	45,679	46,579	47,529	48,754	50,479
4	45,079	45,979	46,879	47,829	49,054	50,779
5	45,379	46,279	47,179	48,129	49,354	51,079
6	45,679	46,579	47,479	48,429	49,654	51,379
7	46,007	46,907	47,807	48,757	49,982	51,707
8	46,334	47,234	48,134	49,084	50,309	52,034
9	46,662	47,562	48,462	49,412	50,637	52,362
10	47,208	48,108	49,008	49,958	51,183	52,908
11	47,754	48,654	49,554	50,504	51,729	53,454
12	48,610	49,510	50,410	51,360	52,585	54,310
13	51,239	52,139	53,039	53,989	55,214	56,939
14	53,918	54,818	55,718	56,668	57,893	59,618
15	56,492	57,392	58,292	59,242	60,467	62,192
16	59,071	59,989	60,907	61,876	63,121	64,885
17	61,516	62,452	63,388	64,376	65,650	67,444
18	63,700	64,654	65,608	66,615	67,913	69,742
19	65,925	66,897	67,869	68,895	70,218	72,081

**2006-07 Upper Deerfield (Cumberland) Appendix A-2**

Salary Guide Step	Teachers					
	BA	BA+30	MA	MA+30	MA+45	DOC
1	46,099	46,999	47,899	48,849	50,074	51,799
2	46,399	47,299	48,199	49,149	50,374	52,099
3	46,699	47,599	48,499	49,449	50,674	52,399
4	46,999	47,899	48,799	49,749	50,974	52,699
5	47,299	48,199	49,099	50,049	51,274	52,999
6	47,599	48,499	49,399	50,349	51,574	53,299
7	47,927	48,827	49,727	50,677	51,902	53,627
8	48,254	49,154	50,054	51,004	52,229	53,954
9	48,582	49,482	50,382	51,332	52,557	54,282
10	49,128	50,028	50,928	51,878	53,103	54,828
11	49,674	50,574	51,474	52,424	53,649	55,374
12	50,530	51,430	52,330	53,280	54,505	56,230
13	53,159	54,059	54,959	55,909	57,134	58,859
14	55,838	56,738	57,638	58,588	59,813	61,538
15	58,412	59,312	60,212	61,162	62,387	64,112
16	60,991	61,909	62,827	63,796	65,041	66,805
17	63,436	64,372	65,308	66,296	67,570	69,364
18	65,620	66,574	67,528	68,535	69,833	71,662
19	67,845	68,817	69,789	70,815	72,138	74,001

2007-08

Upper Deerfield (Cumberland)

Appendix A-3

## Salary Guide

## Teachers

Step	BA	BA+30	MA	MA+30	MA+45	DOC
1	48,104	49,004	49,904	50,854	52,079	53,804
2	48,404	49,304	50,204	51,154	52,379	54,104
3	48,704	49,604	50,504	51,454	52,679	54,404
4	49,004	49,904	50,804	51,754	52,979	54,704
5	49,304	50,204	51,104	52,054	53,279	55,004
6	49,604	50,504	51,404	52,354	53,579	55,304
7	49,932	50,832	51,732	52,682	53,907	55,632
8	50,259	51,159	52,059	53,009	54,234	55,959
9	50,587	51,487	52,387	53,337	54,562	56,287
10	51,133	52,033	52,933	53,883	55,108	56,833
11	51,679	52,579	53,479	54,429	55,654	57,379
12	52,535	53,435	54,335	55,285	56,510	58,235
13	55,164	56,064	56,964	57,914	59,139	60,864
14	57,843	58,743	59,643	60,593	61,818	63,543
15	60,417	61,317	62,217	63,167	64,392	66,117
16	62,996	63,914	64,832	65,801	67,046	68,810
17	65,441	66,377	67,313	68,301	69,575	71,369
18	67,625	68,579	69,533	70,540	71,838	73,667
19	69,850	70,822	71,794	72,820	74,143	76,006

**2005-06 Upper Deerfield Twp.****Appendix B-1****Salary Guide****Support Staff**

<b>Step</b>	<b>12 Month</b>	<b>10 Month</b>	<b>Clerk</b>	<b>Deg</b>	<b>Non Deg.</b>
1	26,159	22,369	19,352	24,106	21,766
2	26,409	22,619	19,602	24,356	22,016
3	26,659	22,869	19,852	24,606	22,266
4	26,909	23,119	20,102	24,856	22,516
5	27,159	23,369	20,352	25,106	22,766
6	27,409	23,619	20,602	25,356	23,016
7	27,659	23,869	20,852	25,606	23,266
8	27,909	24,119	21,102	25,856	23,516
9	28,159	24,369	21,352	26,106	23,766
10	28,409	24,619	21,602	26,356	24,016

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**2006-07 Upper Deerfield Township****Appendix B-2****Salary Guide****Support Staff**

<b>Step</b>	<b>12 Month</b>	<b>10 Month</b>	<b>Clerk</b>	<b>Deg</b>	<b>Non Deg.</b>
1	27,197	23,407	20,390	25,144	22,804
2	27,447	23,657	20,640	25,394	23,054
3	27,697	23,907	20,890	25,644	23,304
4	27,947	24,157	21,140	25,894	23,554
5	28,197	24,407	21,390	26,144	23,804
6	28,447	24,657	21,640	26,394	24,054
7	28,697	24,907	21,890	26,644	24,304
8	28,947	25,157	22,140	26,894	24,554
9	29,197	25,407	22,390	27,144	24,804
10	29,447	25,657	22,640	27,394	25,054

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**2007-08 Upper Deerfield Township****Appendix B-3****Salary Guide****Support Staff**

<b>Step</b>	<b>12 Month</b>	<b>10 Month</b>	<b>Clerk</b>	<b>Deg</b>	<b>Non Deg.</b>
1	28,287	24,497	21,480	26,234	23,894
2	28,537	24,747	21,730	26,484	24,144
3	28,787	24,997	21,980	26,734	24,394
4	29,037	25,247	22,230	26,984	24,644
5	29,287	25,497	22,480	27,234	24,894
6	29,537	25,747	22,730	27,484	25,144
7	29,787	25,997	22,980	27,734	25,394
8	30,037	26,247	23,230	27,984	25,644
9	30,287	26,497	23,480	28,234	25,894
10	30,537	26,747	23,730	28,484	26,144

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**APPENDIX C**  
**EXTRACURRICULAR COMPENSATION**

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

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Boys' Basketball	\$1100	1110	1120
Asst. Boys' Basketball	1050	1060	1070
Cheerleading	1100	1110	1120
Dragon's Tail	1030	1040	1050
Student Council	1075	1085	1095
Safety Patrol	1000	1010	1020
Media Club	1000	1010	1020
Yearbook	1000	1010	1020
Honor Society	1000	1010	1020
Soccer	1100	1110	1120
Asst. Soccer	1050	1060	1070
Girls' Basketball	1100	1110	1120
Asst. Girls' Basketball	1050	1060	1070
Field Hockey	1100	1110	1120
Asst. Field Hockey	1050	1060	1070
Sports Director	1765	1775	1785
Chorus	920	930	940
Drill Team	1050	1060	1070
Asst. Drill Team	1000	1010	1020
Peer Mediator (2)	1630	1640	1650
Audio Visual	1000	1010	1020
Middle School Play Dir.	990	1000	1010
Asst. Play Dir.	940	950	960
Band Dir.	910	920	930
Professional Devel. Chair	760	770	780

**APPENDIX D**  
**HOME INSTRUCTION, EMPLOYEE DUTY ASSIGNMENT,**  
**SUMMER CURRICULUM WRITING**

1. All employees who accept the responsibility of home instruction by mutual agreement of the administrator and employee shall be compensated at the following hourly rate: Effective 7/1/05 - \$24.00 Effective 7/1/06 - \$25.00; Effective 7/1/07 - \$26.00;\_ plus an allowance at the IRS rate per mile for travel expense. Travel is defined as school to child's home and return to school.
2. As a home instruction position arises, the Superintendent of Schools shall post such vacancies throughout the school system.
3. All employees who accept the responsibility of detention duty by mutual agreement of the administrator and the employee shall be compensated at the rate of \$15.00 per hour and prorated for any fraction thereof.
4. Approved employees who accept the responsibility of attending a Board planned and authorized workshop, scheduled outside of the regular work day, shall be paid \$14.00 per hour.
5. Approved employees who accept the responsibility of curriculum writing by mutual agreement of the administration and the employee, shall be compensated at the following hourly rate: Effective 7/1/05 - \$28.00; Effective 7/1/06 - \$30.00; Effective 7/1/07 - \$32.00.

Substitute Caller Stipend:

2005-06	\$3,975.00.
2006-07	\$4,158.00.
2007-08	\$4,349.00.

**APPENDIX E**

**UPPER DEERFIELD TOWNSHIP  
GRIEVANCE TRACKING FORM**

Grievance No. \_\_\_\_\_  
(Attach all documents)

Grievant's Name \_\_\_\_\_  
Work Location \_\_\_\_\_  
Principal \_\_\_\_\_  
Date of occurrence of alleged violation(s) \_\_\_\_\_

---

**LEVEL 1** - Date of verbal discussion \_\_\_\_\_  
(within 30 calendar days of occurrence, or of when employee should have known of occurrence)

Description of violations \_\_\_\_\_  
Remedy/Remedies sought \_\_\_\_\_

I am not satisfied with the outcome of LEVEL 1 and wish to proceed to LEVEL 2  
Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_  
(within 14 calendar days of verbal discussion)

---

**LEVEL 2** - Date received \_\_\_\_\_ Date answered \_\_\_\_\_ (within 14 calendar days)  
Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_  
Reason(s) \_\_\_\_\_  
Principal or Designee's signature \_\_\_\_\_

I am not satisfied with the outcome of LEVEL 2 and wish to proceed to LEVEL 3  
Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_  
(within 14 calendar days of date received)

---

**LEVEL 3** - Date received \_\_\_\_\_ Date answered \_\_\_\_\_ (within 14 calendar days)  
Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_  
Reason(s) \_\_\_\_\_  
Superintendent or Designee's signature \_\_\_\_\_ Date \_\_\_\_\_

I am not satisfied with the outcome of LEVEL 3 and wish to proceed to LEVEL 4  
Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_  
(within 14 calendar days of date received)

---

**LEVEL 4** - Date received \_\_\_\_\_ Board hearing date \_\_\_\_\_  
(within 30 calendar days)  
Date answered \_\_\_\_\_ (within 15 calendar days of hearing)  
Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_  
Reason(s) \_\_\_\_\_  
Signature/Grievance Committee Chairperson \_\_\_\_\_ Date \_\_\_\_\_

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**LEVEL 5** - The Grievant is not satisfied with the outcome of LEVEL 4 and the Association wishes to proceed to arbitration (within 15 calendar days)

Signature/Assoc. President or Designee \_\_\_\_\_ Date \_\_\_\_\_