

Contract no. 673

**A G R E E M E N T**  
**BOARD OF EDUCATION OF THE**  
**TOWNSHIP OF UPPER DEERFIELD**

and

**UPPER DEERFIELD EDUCATION ASSOCIATION**

**July 1, 1989 - June 30, 1992**

**A G R E E M E N T**

**between**

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

**and**

**UPPER DEERFIELD EDUCATION ASSOCIATION**

**Effective July 1, 1989**

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## PREAMBLE

This agreement entered into this 17th day of October, 1989 by and between the Board of Education of the Township of Upper Deerfield, in the County of Cumberland, hereinafter called the "Board" and the Upper Deerfield Education Association, hereinafter called the "Association".

## Article One

### RECOGNITION AND DEFINITIONS

- 1:1 The Upper Deerfield Board of Education hereby recognizes the Upper Deerfield Education Association as the exclusive bargaining representative for all certificated personnel under contract but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees.
- 1:1.1 The term "teacher" when used hereinafter in this agreement shall refer to all person/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 teacher benefit existing prior to its effective date.

## Article Three

### TEACHING HOURS AND LOAD

- 3:1 The work year for all employees covered by this agreement shall be continued as is presently practiced. The present practice is considered as one (1) day attendance immediately before the pupils' school year and one (1) day immediately after the pupils' school year, under normal circumstances.
- 3:2 No employees covered by this agreement shall be required to report for duty earlier than 15 minutes before the start of the pupils' instructional day, or be required to remain more than 20 minutes after the

close of the instructional day.

- 3:2.1 Employees may be required to remain after the close of the school day for the purpose of staff meetings, provided that no individual teacher be required to attend more than two (2) such meetings per month non-accumulative and that such meetings be ended by 3:30 P.M. This does not exclude a meeting which the principal may require with an individual teacher. This provision may be extended as to both number of meetings attended and length of time meetings are held by majority consent of the staff involved.
- 3:3 The Board will attempt to secure whenever possible for each teacher a duty-free preparation period each week.
- 3:4 Teachers shall have a duty-free lunch period equal to the students' lunch period.

#### Article Four

##### SALARY

- 4:1 During the term of this Agreement all teachers employed by the Board shall receive salaries of not less than the minimum rates set forth in Exhibit I, which is made part of this agreement. This scale shall not be changed during the period of this agreement, except by mutual consent.
- 4:2 Employees may be engaged, re-engaged or transferred into this school system at rates in excess of the minimum starting rate at the Board's discretion.
- 4:3 All teachers currently employed or newly employed in the district shall be given full credit on the salary guide for any prior years of contractual teaching experience.
- 4:4 Pay checks shall be issued the 15th of each month and the last school day of each month. When a payday falls on, or during, a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day. Teachers shall be issued their final checks five (5) workdays after the close of the school year but in no case earlier than June 20.
- 4:5 The Board shall provide for those teachers who so desire, an interest bearing account at the Cumberland School Employees Federal Credit Union. Such deduction shall be at an amount predetermined by the employee. Payment from this plan, including interest, shall be made from the Credit Union at a time convenient for both teachers and the Credit Union.
- 4:6 Additional compensation for longevity shall be paid in accordance with provisions set forth below. The amount payable hereunder shall be in addition to all other compensation received under this agreement, and shall become a part of said teacher's salary.
- 4:6.1 After 21 years of experience and commencing with the 22nd year, a longevity payment of two percent (.02) shall be paid as a part of said teacher's salary.
- 4:6.2 After 22 years of experience and commencing with the 23rd year, a total longevity payment of four percent

4:6.3 (.04) shall be paid as part of said teacher's salary. After 25 years of experience and commencing with the 26th year, a total longevity payment of six percent (.06) shall be paid as a part of said teacher's salary

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

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

<u>1989-90</u>		<u>1990-91</u>	
.02 X 34,240 =	685.00	.02 X 36,300 =	726.00
.04 X 34,240 =	1,370.00	.04 X 36,300 =	1,452.00

Formula:

Factor x Teacher's Maximum Salary = Longevity

As Established by Salary Guide Payments

SALARY GUIDE CONVERSION CHART

IN 1985-86 IF YOU WERE ON THIS STEP:	IN 1986-87 IF YOU WERE ON THIS STEP:	IN 1989-90 YOU WILL BE ON THIS STEP:
0-3	2	5
4-6	3	6
7	4	7
8	5	8
9	6	9
10	7	10
11	8	11
12	9	12
13	10	13
14	11	14
15	12	15
16	13	
16	13	
17	14	
18-19	15	

An employee, once placed on an adjusted step under this conversion chart, will move sequentially on this guide unless said employee's increment is withheld for cause.

Exhibit A-1 of Article Four  
Upper Deerfield Teachers' Salary Guide - 1989-1990

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<u>Step #</u>	<u>BA</u>	<u>BA&amp;30</u>	<u>MA</u>	<u>MA&amp;30</u>	<u>D</u>
1	22,400	22,900	23,400	23,900	24,400
2	22,700	23,200	23,700	24,200	24,700
3	23,400	23,900	24,400	24,900	25,400
4	24,100	24,600	25,100	25,600	26,100
5	24,800	25,300	25,800	26,300	26,800
6	25,600	26,100	26,600	27,100	27,600
7	26,400	26,900	27,400	27,900	28,400
8	27,200	27,700	28,200	28,700	29,200
9	28,000	28,500	29,000	29,500	30,000
10	28,800	29,300	29,800	30,300	30,800
11	29,600	30,100	30,600	31,100	31,600
12	30,400	30,900	31,400	31,900	32,400
13	31,400	31,900	32,400	32,900	33,400
14	32,400	32,900	33,400	33,900	34,400
15	34,240	34,740	35,240	35,740	36,240
L-2	34,925	35,435	35,945	36,455	36,965
L-4	35,624	36,130	36,650	37,170	37,690
L-6	36,294	36,824	37,354	37,884	38,414
L-8	36,979	37,519	38,059	38,599	39,139



Exhibit A-2 of Article Four  
Upper Deerfield Teachers' Salary Guide 1990-1991

<u>Step #</u>	<u>BA</u>	<u>BA&amp;30</u>	<u>MA</u>	<u>MA&amp;30</u>	<u>D</u>
1	23,900	24,400	24,900	25,400	25,900
2	24,200	24,700	25,200	25,700	26,200
3	24,500	25,000	25,500	26,000	26,500
4	25,200	25,700	26,200	26,700	27,200
5	25,900	26,400	26,900	27,400	27,900
6	26,700	27,200	27,700	28,200	28,700
7	27,300	27,800	28,300	28,800	29,300
8	28,300	28,800	29,300	29,800	30,300
9	29,200	29,700	30,200	30,700	31,200
10	30,000	30,500	31,000	31,500	32,000
11	30,800	31,300	31,800	32,300	32,800
12	31,600	32,100	32,600	33,100	33,600
13	32,500	33,000	33,500	34,000	34,500
14	33,700	34,200	34,700	35,200	35,700
15	36,300	36,800	37,300	37,800	38,300
L-2	37,026	37,536	38,046	38,556	39,066
L-4	37,752	38,272	38,762	39,312	39,832
L-6	38,478	39,008	39,538	40,068	40,598
L-8	39,204	39,744	40,284	40,824	41,364

Exhibit A-3 of Article Four  
Upper Deerfield Teachers' Salary Guide 1991-1992

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<u>Step #</u>	<u>BA</u>	<u>BA&amp;30</u>	<u>MA</u>	<u>MA&amp;30</u>	<u>D</u>
1	25,500	26,400	27,300	28,200	29,100
2	25,800	26,700	27,600	28,500	29,400
3	26,100	27,000	27,900	28,800	29,700
4	26,400	27,300	28,200	29,100	30,000
5	27,000	27,900	28,800	29,700	30,600
6	27,800	28,700	29,600	30,500	31,400
7	28,600	29,500	30,400	31,300	32,200
8	29,400	30,300	31,200	32,100	33,000
9	30,300	31,200	32,100	33,000	33,900
10	31,200	32,100	33,000	33,900	34,800
11	32,000	32,900	33,800	34,700	35,600
12	33,000	33,900	34,800	35,700	36,600
13	33,800	34,700	35,600	36,500	37,400
14	34,700	35,600	36,500	37,400	38,300
15	38,300	39,200	40,100	41,000	41,900
L-2	39,066	39,984	40,902	41,820	42,738
L-4	39,832	40,768	41,704	42,640	43,576
L-6	40,598	41,552	42,506	43,460	44,414
L-8	41,364	42,336	43,308	44,280	45,252

Exhibit B of Article Four

EXTRA CURRICULAR COMPENSATION

During the term of this Agreement all teachers employed by the Board who are selected to supervise the extra-curricular activities listed below will be compensated for their duties as follows:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
8th Grade Basketball (boys)	\$700	\$750	\$800
7th Grade Basketball (boys)	650	700	750
Cheerleading	600	650	700
Highlighter	650	700	750
Student Council	600	650	700
Safety Patrol	550	600	650
Audio Visual	550	600	650
Soccer	550	600	650
8th Grade Basketball (girls)	650	700	750
7th Grade Basketball (girls)	650	700	750
Field Hockey	650	700	750
Seabrook Economic Society	600	650	700

Exhibit C of Article Four

HOME INSTRUCTION and/or TEACHER DUTY ASSIGNMENT

1. All teachers who accept the responsibility of home instruction by mutual agreement of the administrator and teacher shall be compensated at the rate of \$13.50 per hour (1989-90) \$14.00 per hour (1990-91) \$14.50 per hour (1991-92) plus an allowance of \$.20 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 advertise such vacancies throughout the school system.
3. All teachers who accept the responsibility of detention duty by mutual agreement of the administrator and teacher shall be compensated at the rate of \$9.50 per hour (1989-90), \$10.00 per hour (1990-91), and \$10.50 per hour (1991-92), and pro-rated for any fraction thereof.

Article Five

INSURANCE

- S:1 During the term of this Agreement all teachers employed by the Board shall receive, upon their request, full payment of the employees' share, plus 100% of the family plan premium for those who qualify, of the State Health Benefits Program (New Jersey Blue Cross, Blue Shield, Rider J Benefits, Major Medical Coverage) sub-

ject to the provisions of the enrollment policies of the insurance company. New enrollees may enroll during open enrollment period as provided by the company. Payments of premiums for those already enrolled will be paid for the duration of this contract.

5:2 All teachers employed by the Board shall receive, upon their request, payment of the employees' share, plus 100% of the family plan premium for those who qualify, of a prescription plan with the Boards share capped at the 1989-90 level. Effective 7/1/89, this prescription plan shall be supplemented by the employee to meet the cost of the premium. 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 period as provided by the Insurance Company.

5:3 All teachers employed by 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 1988-89 level.

5:4 During the term of this Agreement all teachers employed by the Board shall be entitled to, by payroll deductions, the purchase by the employee of a vision care plan.

5:5 These rights shall be subject to the provisions of the enrollment policies of the Insurance Company. New enrollees may enroll during open enrollment period as provided by the Insurance Company.

#### Article Six

##### EDUCATIONAL IMPROVEMENT

6:1 During the term of this agreement any teacher employed by the Board who shows evidence of successful completion of post-graduate courses in the field of education, supervision, or administration taken during the duration of this agreement and approved by the Superintendent prior to enrollment in the courses shall be reimbursed for up to nine (9) credits per school year at the current Glassboro State College tuition cost per credit only. In order to obtain reimbursement for a course, a teacher must achieve a grade of "B" or better. Any grade lower than a "B" may be approved by the Superintendent based upon the nature of the course and the institution of higher learning involved.

6:2 Teachers having completed post-graduate courses must submit a billform with evidence of course completion not later than two months after completion of the courses in order to receive reimbursement.

## Article Seven

### GRIEVANCE PROCEDURE

#### 7:1 DEFINITION

A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers' terms and conditions of employment.

#### 7:2 PROCEDURE

##### 7:2.1 Level One:

7:2.1a An employee with a grievance shall first discuss it with his/her principal in an attempt to resolve the matter informally.

7:2.1b A grievance to be considered under this procedure must be initiated within twenty (20) school days of its occurrence or within twenty (20) days of when the teacher should have known of its occurrence. If the grievance is not filed within this twenty (20) day limit, the grievance is deemed waived. The grievance shall be in writing and specify:

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

7:2.1c A decision shall be rendered within ten (10) school days after presentation of the grievance at this Level.

##### 7:2.2 Level Two:

The employee may appeal the principal's decision to the Superintendent of Schools within ten (10) school days after the decision was made at Level One or within ten (10) school 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 his/her dissatisfaction with the decision previously rendered. The Superintendent shall render a decision within ten (10) school days after receiving the written grievance.

##### 7:2.3 Level Three:

If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education within ten (10) school days of the Superintendent's written response or within ten (10) school 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 within 30 calendar days of said Board meeting and render a decision in writing within 15 calendar days from the date of the final hearing with the employee.

7:2.4 Level Four:

No claim by a teacher shall constitute a grievable matter beyond level three or be processed beyond level three if it pertains to:

7:2.4a 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.

7:2.4b Dismissal or failure to renew the contract of a non-tenured teacher.

7:2.4c 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.

7:2.4d If the employee or Association is 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 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) days after the decision, in writing, of the Board.

7:2.4e The following procedure will be used to secure the services of an arbitrator:

1) A joint request will be made to obtain the services of a mutually satisfactory arbitrator.

2) 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.

3) If the parties are unable to determine, within ten (10) school 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.

7:2.4f The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He 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.

7:3 COSTS

7:3.1 Each party will bear the total cost incurred by themselves.

7:3.2 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.
- 7:3.3 If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education shall pay the cost of the substitute. The time lost by the employee must be without pay from the Board of Education unless the decision is in favor of the employee.

## Article Eight

### MANAGEMENT RIGHTS CLAUSE

- 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 provision 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, right, authority, 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 authority 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

### TEACHERS RIGHTS CLAUSE

- 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 teacher in the employment 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 teacher with respect to sex, race, religion, creed, age, hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his 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 teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

9:3 Subject to law, no teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Disputes concerning these matters shall not be subject to grievance procedure.

9:4 Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, board or any committee member, representative or agent thereof covering any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he 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 and represent him during such meetings or interview if he so requests. Any suspension of a teacher pending charges shall be without pay.

9:5 Criticism of Teachers

9:5.1 Any question or criticism by a supervisor, administrator, or board member of a teacher and his instruction methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

9:5.2 Similarly, any question or criticism by a teacher of a supervisor, administrator, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings.



Article Ten

TEACHER-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 school day for the duration of the school year. Such meetings will start immediately following the close of the pupils' instructional day. Said Council shall consist of not more than one member for each grade level and special areas 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.
- 10:1.2d All final or unresolved recommendations or decisions by the Building Level Faculty Council are subject to review by the superintendent.
- 10:2 MEETINGS WITH 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

TEACHER EVALUATION

- 11:1 Frequency  
Non-tenure teachers shall be evaluated by their immediate superior at last three (3) times in each school year and tenure teachers 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 teacher and his 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) in-classroom observation of at least thirty (30) minutes. A time period of at least two (2) weeks shall elapse between each formal observation except in the case of an emergency situation. Receipt of the written report and conference shall follow the observation within three (3) school days. Informal observations may be made at the evaluator's discretion.
- 11:2 General Criteria
- 11:2.1 Open Evaluation:  
All monitoring or observation of the work performance

of a teacher shall be conducted openly with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited without knowledge of the teacher for evaluation purposes.

11:2.2

Copies of Evaluation:

11:2.2a

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be 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.

11:2.2b

At the end of the conference, the teacher will sign all copies of the written evaluation thus stating that they have read the report and understood its contents. The original will be placed in the teacher's personnel file. The teacher shall keep the copy.

11:2.2c

The teacher shall reserve the right for written comment or rebuttal to such material before final placement in the teacher's personnel file.

11:2.3

The Board agrees to adhere to the rules and regulations regarding T & E Education in the evaluation of teachers.

11:2.4

Personnel Records:

11:2.4a

File:

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

11:2.4b

Derogatory Material:

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his 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 rebuttal to such material and his rebuttal shall be reviewed by the administrator and attached to the file copy.

11:2.4c

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.

## Article Twelve COMPLAINT PROCEDURE

12:1

When a complaint of any kind regarding a teacher is made by a parent or guardian to any member of the administration the complaint shall be handled by the principal of the school in which the complaint concerns.

12:2

The principal immediately shall notify the teacher of the complaint and attempt to resolve it in discussion

with the teacher. If the principal is unable to resolve the problem satisfactorily with all concerned, he shall schedule a meeting involving the concerned parties in an effort to resolve the problem through direct confrontation.

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

12:4 If the complaint remains unresolved, the superintendent will involve the Board of Education where efforts will be made to resolve the situation. If the final decision is not a fair one in the teacher's opinion, the teacher is entitled to file a grievance. The teacher is 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 advertise such vacancies throughout the school system. During the month of May a general advertisement 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 designee will immediately send notification of such vacancies to the President of the Upper Deerfield Education Association. After August 15 notification will not be required.

###### 13:1.2 Filing Requests

Teachers 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 teacher desires to be assigned and the school to which he 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 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 teachers as soon as practicable, and except in cases of emergency, not later than April 15.

###### 13:2.3 Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and his building principal at which time the teacher shall be notified of the reason therefor. In the event the

teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher the superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

#### Article Fourteen

##### SICK LEAVE

- 14:1 ACCUMULATIVE  
During the term of this Agreement, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school years 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  
Teachers shall be given a written notice of accumulated sick leave days at the time of the first salary payment of each school year.
- 14:3' REIMBURSEMENT FOR ACCUMULATED SICK LEAVE  
A retirement bonus based upon the number of accumulated unused sick days multiplied by 75% of the daily salary paid a fully certificated substitute teacher shall be paid to all teachers retiring from the Upper Deerfield Township Schools after a minimum of 12 years service to these schools upon the person's retirement. 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.

#### Article Fifteen

##### TEMPORARY LEAVES OF ABSENCE

- 15:1 TYPES OF LEAVE  
During the term of this Agreement, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay for each school year except as noted in 15:1.1 concerning Personal Day Leave.
- 15:1.1 Personal  
Three days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least 24 hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this section. This leave may not be taken on a day immediately preceding or succeeding 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 chal-

lengeable 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 the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

15:1.3

Death

A leave of absence shall be granted for death in the immediate family. The immediate family is considered to be husband, wife, child, father, mother, brother, sister, mother-in-law, or father-in-law. Upon notification of his principal, a teacher shall be granted emergency leave of absence depending on the individual circumstances as reviewed and determined with the superintendent. In all other cases of death, other than the immediate family, as defined, a teacher 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 teacher is entitled.

## Article Sixteen

### EXTENDED LEAVES OF ABSENCE

16:1

MATERNITY

16:1.1

No teacher shall be removed from her teaching duties based solely on the fact of pregnancy but each teacher shall be considered on an individual basis.

16:1.2

Maternity leave shall commence and terminate without pay on the date requested by the teacher so long as the following conditions are met:

16:1.2a

Performance - Her teaching performance has not substantially declined from the time immediately prior to her pregnancy.

16:1.2b

Physical Capacity - Her physical condition or capacity is such that her health would not be impaired if she were to continue teaching. Requests can be made by the Board for removal if:

1) the pregnant teacher cannot produce, upon request, certification from her physician that she is medically able to continue teaching or

2) statements from both the Board's physician and the

teacher's physician that she cannot continue teaching,  
or

3) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case the Cumberland County Medical Association appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

16:2 MATERNITY LEAVES OF ABSENCE

16:2.1 The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein.

16:2.1a Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement the conflict of medical opinion shall be resolved as set out in this order.

Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contra-indicated. Following the grant of such leave to any teacher the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contra-indicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved

- as set out in this order.
- 16:2.1b The Board need not grant or extend the leaves of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.
- 16:2.1c No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this order. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in this order.
- 16:2.2 Nothing contained in this order shall be construed to require the respondents to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of this order or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of this order.
- 16:2.3 In any instance in which the respondents feel that adherence to any of the terms of this order may result in undue hardship they may move before the Director for an order waiving those terms.
- 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 teacher'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 a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be considered for the exact same teaching position, subject area, and grade level which he held at the time said leave commenced.
- 16:6 **EXTENSIONS AND RENEWALS**  
All extensions or renewals of leave shall be applied for and if granted shall be done in writing.

## Article Seventeen

### SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be

deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

Article Eighteen

NEGOTIATION OF SUCCESSOR AGREEMENT

DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' 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. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Article Nineteen

DURATION OF AGREEMENT

This Agreement signed October 17, 1989, shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992.

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 EDUCATION ASSOCIATION

By *Thomas A. Filler* President

By *Susan T. Zimmerman* Secretary

Dated October 17, 1989

UPPER DEERFIELD TOWNSHIP BOARD OF EDUCATION

By *Joseph J. De Luca* President

By *Patricia Barber* Secretary

Dated October 17, 1989



UPPER DEERFIELD TOWNSHIP BOARD OF EDUCATION

STATEMENT OF INTENT REGARDING THE FOLLOWING:

T&E Cooperation

The Upper Deerfield Education Association pledges the staff's cooperation and participation in the overall planning and implementation of the State of New Jersey's Thorough and Efficient Education Program in The Upper Deerfield Township Schools subject to the laws of the State of New Jersey.