

AGREEMENT
BETWEEN
DEERFIELD TOWNSHIP TEACHERS' ASSOCIATION
AND
DEERFIELD TOWNSHIP BOARD OF EDUCATION

July 1, 2017 – June 30, 2020

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all non-administrative and non-supervisory certificated personnel full or part time employees of the Deerfield Township Board of Education, whether under contract or on leave.
- B. Unless otherwise indicated, the term teacher when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin by both parties no later than October of the calendar year preceding the calendar year in which this agreement expires after January 1 of the calendar year of the expiration of the Agreement. Any agreement so negotiated shall apply to all teachers listed in Article I, be reduced to writing, and be ratified by both parties.
- B. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and be ratified by both parties.
- C. This agreement shall not be modified in whole or in part by the parties except in writing duly executed by both parties.
- D. Both parties agree that negotiation sessions shall be mutually scheduled at times other than the normal school day. In the event that a member of the teachers' negotiating team is forced to be absent from his/her teaching duties for any purpose arising from negotiations, he/she shall be allowed to do so without suffering any loss in pay or leave.

ARTICLE III - TEACHER EMPLOYMENT

- A. All staff shall be notified of their employment contract and salary status for the ensuing year not later than May 15th of each year, and consistent with current law.
- B. All notified staff shall return either their contract or notice of salary to the Business Office within ten (10) workdays of its issuance.
- C. The President and Vice President of the Association will receive email notification when a vacancy or a home instructional position occurs. Personnel will be given the first opportunity to apply for these positions. Notice of such vacancy will also be posted in the teachers' room.

- D. Except in cases of emergency, no qualified personnel shall be transferred from his/her position without prior notification in writing of such intended action. Such person or persons shall be given an opportunity, if they so choose, to be heard by the Board, and the Board's decision will be final.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such action asserted by the board or any agent or representative thereof, shall be subject only to the grievance procedure set forth.

ARTICLE IV - TEACHER EVALUATION

- A. Teachers, tenured and non-tenured, will be evaluated according to all current NJ statutes, laws and regulations in effect at the time of this contract using the evaluation tool approved by the Deerfield Township Board of Education in accordance with the above mentioned statutes, laws and regulations. This includes, but is not limited to, pre and post conferences, amount of time for each observation, number and frequency of observations, and those conducting the observations.

PERSONNEL RECORDS

B-1. FILE

A teacher shall have the right, upon request, to review the contents of his/her personnel file with the Superintendent or his/her designee at mutually agreeable times and to receive copies at Board expense of any document contained therein. A teacher shall be entitled to have a representative of the Association or NJEA accompany him/her during such review.

B-2. DEROGATORY MATERIAL

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

B-3. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file that is not available for the teacher's inspection.

ARTICLE V - SALARIES

A. The salaries of all teachers covered by this agreement shall be on scale as set forth in Schedule A, which is attached hereto and made part hereof.

B. PAYCHECKS

1. All employees are required to participate in the Direct Deposit Paychecks program. Pay periods will be on the 15th and 30th of each month or the last working day prior to that date in the case of a holiday or weekend.
2. At the option of each teacher, the Board shall deduct from said teacher's monthly salary an authorized amount to be deposited into the individual's account at the MEMBERS 1st of NJ Federal Credit Union and/or any authorized Tax Shelter Annuity. These deposits are to coincide with the teacher's regular payday.
3. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, provided it is not the 15th or 30th of the month.
4. Teachers employed on a ten (10) month contract that elect to have their respective salary payments made over twenty-four (24) equal semi-monthly installments must inform the Business Administrator or his/her designee in writing of such decision, and are subject to all terms and conditions of Members 1st of NJ Federal Credit Union and/or any equivalent financial institution selected by the Board to administer and hold any withheld funds.

C. All teachers shall advance on step each year until they have reached the maximum (final) step on the Salary Guide.

D. TUITION REIMBURSEMENT

Subject to the following, an employee will be reimbursed for tuition he/she pays for approved course work at an accredited college or university as required by N.J.S.A. 18A:6-8.5. Written approval must be received from the Superintendent prior to enrollment in any course and the maximum tuition reimbursement to which an employee may be eligible for all course work started in any school year will be: \$1,000.

1. A teacher must have a degree.
2. The employee must have completed at least one (1) year in the district and be

actively employed at the time of payment.

3. Course to be taken must first be approved in writing by the Superintendent prior to enrollment. Employees who do not obtain prior written approval by the Board of Education or its designated representative will not be reimbursed by the Board for courses taken. Courses for which reimbursement is provided must relate to the employee's current or future job responsibilities. The denial of approval shall not be capricious or arbitrary but undergraduate level course work shall not be approved unless the course content is of special value to the employee and district and the course's content cannot reasonably be obtained by the employee in a graduate level course. The employee must earn a B average or passing grade in a pass/fail situation in the course.

REIMBURSEMENT - An employee shall file for reimbursement by asking the college or university to send an official transcript showing the grade earned to the Board Secretary/Business Administrator and by sending a written approval and proof that the employee has paid the tuition (canceled check, etc.). Reimbursement payments will be made not later than sixty (60) days after the Board Secretary/Business Administrator receives the request and the official transcript.

E-1. EXTRACURRICULAR ACTIVITIES

Compensation shall be given each teacher for each extra-curricular function he/she supervises after school hours. The amounts of such compensation are indicated in Schedule B-1. A written schedule of planned activities must be submitted and have prior Board approval before a new activity is authorized and implemented. The supervisor of each extra-curricular function shall provide a written summary of completed activities before receiving compensation. It is fully understood that anyone supervising any of these extra-curricular functions does so on a voluntary basis.

- E-2. See Schedule B-2 for other voluntary compensated activities.

F. COMPENSATION FOR UNUSED SICK LEAVE AT RETIREMENT

Subject to the following, an employee who retires shall be entitled to compensation for unused sick days at a rate of \$60 per day with the maximum amount payable to an employee of \$6,000. In the event of the death of a tenured employee, payment will be made to the employee's beneficiary on file in the Board of Education Office for one half of the employee's unused sick days at a rate of \$40 per day up to a maximum amount of \$2,000. In order to qualify for above retirement the following must be met:

1. Official retirement from the New Jersey Retirement Fund must coincide with

the termination of employment with the Board. The vesting of benefits shall not be considered retirement.

2. Application for total compensation under this section must be submitted, in writing, to the Board Secretary/Business Administrator by December 30 of the academic year prior to the date of retirement and must be accompanied by a letter of resignation/retirement. Payment will be made by July 1.
 - a. Application for unused sick day compensation must be made in writing by February 1 of the current budget year in order to guarantee 50% of the total compensation due in the next budget year, on or before August 31. The remaining compensation will be guaranteed for payment in the subsequent budget year, on or before August 31. However payment may be made earlier, at the discretion of the Board of Education.
 - b. If the February 1 deadline is not met as outlined in 2a, the Board of Education has the discretion to defer total payment until the following budget year, on or before August 31.

G. CALCULATION OF PAY AT SEVERANCE OR TERMINATION (MID-YEAR) FOR CERTIFICATED STAFF

The contractual work year for certificated staff is one hundred eighty-five (185) days. Should an employee end employment at any time other than the last regular workday, the following formula shall be used to determine the appropriate amount of his/her last paycheck.

- * The annual salary shall be divided by 200 days to calculate the per diem rate. (N.J.S.A. 18A:30-6).
- * The actual number of days worked or to be worked during the employee's final pay period shall be multiplied by the per diem rate.

Example:

The employee has actually worked or will actually work 100 days of the academic year.

Salary: B.A. Step 10 = \$58,115

Divided by 200 = \$290.57 per diem

Employee has received nine (9) paychecks (September 15 – January 15)

Final pay period = January 16-31 in which employee will work 3 days

3 days @ \$290.57 per diem = \$871.71 final paycheck

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Except in emergencies, application to the Superintendent for personal leave shall be made in writing at least forty-eight (48) hours in advance before taking such leave and the applicant for such leave shall not be required to state the reason for taking such leave. Such leave shall not be taken in conjunction with any holiday, vacation or in-service period. However, the Superintendent may grant leave at his/her discretion during these periods. Teachers must provide written reason(s) for their request.

Effective with the start of the 2002-2003 school year, no personal days may be requested during the first five (5) days of school or the last five (5) days of school without a bona fide reason being given to the Superintendent. The Superintendent's approval of such requests shall not be unreasonably withheld. No days will be granted without reason.

Employees will be paid as follows per unused personal day(s) or convert them to sick days in a given school year.

2017-2018	\$90.00 per day
2018-2019	\$90.00 per day
2019-2020	\$90.00 per day

B. BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, child, parent, grandparent, brother, sister, grandchild, parent-in-law, child-in-law or domestic partner (as statutorily defined in New Jersey pursuant to the Domestic Partnership Act, N.J.S.A. 26:8A-1 et seq.)) of any faculty member, a maximum of five (5) days for each occurrence shall be allowed without loss of pay to that faculty member. Other family deaths - a one (1) day maximum for each occurrence without loss of pay.

C. PROFESSIONAL OBSERVATION AND VISITATION

Two (2) days without loss of pay may be granted, at the discretion of the Superintendent or his/her designee, upon the written request of the teacher for professional observation or visitation of his/her area of employment, subject to the provisions below. The written request

must be given to the Superintendent for approval at a Board of Education meeting prior to the date of the activity and must specify where observation or visitation will take place. A written report must be turned in to the administrator within five (5) school days after the observation or visitation. If two (2) school days are taken which are not in conjunction with each other, two (2) separate reports will be required. Requests for professional days must be made on the appropriate district form.

D. SICK LEAVE

Ten (10) sick days will be provided a teacher annually pursuant to Title 18A. Unused sick days shall be accumulative. Each employee shall be notified in writing by October 1st of each school year as to the number of unused sick days accumulated as of June 30th of the prior year.

When a teacher has been out sick, Schedule E – Staff Absence Form, will be filled out. This form will be used to verify the number of sick days used.

ARTICLE VII - EXTENDED LEAVES OF ABSENCE

A. MATERNITY/PATERNITY LEAVE

1. The date of the commencement of the maternity/paternity leave shall be at the election of the employee. The employee, however, shall inform the Board of Education of his/her intent to take maternity/paternity leave at least sixty (60) days before the commencement of said leave, except in cases of medical emergency as indicated by a physician.
2. Generally, the maternity/paternity leave granted shall not exceed six (6) marking periods unless special permission is granted by the Board at its discretion after consideration of the circumstances in an individual case.
3. Any female/male teacher of the School District shall be eligible for this leave for the purpose of child rearing.
4. No salary shall be paid to any employee on maternity/paternity leave, nor shall any rights or benefits accrued during the period of leave be granted. Existing employee benefits will be restored to the employee upon return to full employment.
5. At least thirty (30) days notice shall be given by the employee of his/her intent to

return. Upon application by the employee on such leave to return to employment following reasonable maternity/paternity leave, the School Board shall offer him/her the job he/she held before going on leave or a substantially equivalent position. No employee shall be permitted to return to work after the commencement of a marking period without the recommendation of the Superintendent and approval of the Board of Education.

6. The School Board may require that requests to return to employment from a maternity/paternity leave be supported by a physician's statement of fitness. Employees may utilize their existing sick leave prior to taking maternity/paternity leave. Utilization of sick leave shall not delay appropriate contractual application for maternity/paternity leave.
 7. Any teacher adopting a child, under legal school age, shall receive similar leave to the maternity/paternity leave noted above which shall commence upon his/her receiving actual legal custody of said child.
- B. At the discretion of the Board, a leave of absence without pay may be granted for the purpose of caring for a sick member of the teacher's immediate family. The above shall be in addition to any leave under the terms of the Family Medical Leave Act or the New Jersey Family Leave Act.
 - C. Other leaves of absence, without pay, may be granted at the sole discretion of the Board for good cause.
 - D. All benefits to which a teacher was entitled at the time of his/her leave of absence, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, when administratively possible, or if not, to a substantially equivalent position as determined by the Board of Education.
 - E. Extensions or renewals of leave may be granted at the discretion of the Board of Education provided that a teacher requesting such extensions or renewals shall do so in writing and at least thirty (30) calendar days in advance of the date upon which this extension or renewal may occur.

ARTICLE VIII - PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. The Board shall give full support, including legal and other mutually agreed to assistance, for any assault(s) upon a teacher while acting in the discharge of his/her duties and in accordance with state law.
 1. When absence arises out of or from such assaults or injury, the teacher shall not

forfeit any sick or personal leave.

2. Any economic benefits derived under this or subsequent agreements shall be contingent upon the employee's submission of medical documentation evidencing a continued inability to return to work and shall continue until the complete recovery of any employee or for a period of up to two (2) years when absences arise out of or from an assault or injury upon an employee while acting in the lawful discharge of his/her duties and in accordance with state law. Such benefits may be reduced at the discretion of the Board by an amount equal to any payment the employee may receive from the federal government as a direct result of such injury including Worker's Compensation and Social Security.
- B. Teachers shall immediately report, in writing, cases of assault suffered by them in connection with their employment to the Superintendent or other immediate superior. Failure on the part of the employee to provide such timely notification may serve as grounds for the Board to negate the employee's rights under the provisions of this Article, provided the employee is physically able to give such notice.
 - C. Whenever any civil action has been brought against any employee of the Board for any act or omission arising out of the performance of his/her duties, the Board will provide indemnification and a defense in accordance with N.J.S.A. 18A:16-6. Should any criminal action be instituted against any employee for any act or omission arising out of the performance of his/her duties, and should the action or proceeding be dismissed or result in a final disposition in favor of the employee, the Board will provide reimbursement in accordance with N.J.S.A. 18A:16-6.1.

ARTICLE IX - INSURANCE PROTECTION

- A. Each full time teaching staff member shall be entitled to coverage in the AmeriHealth PPO \$15/\$15/80%; \$25 ER, 100% Inpatient & Outpatient hospital; Out-of-Network (OON) \$250/\$500, then 80% Plan or substantially equal to or better than plan for the full twelve (12) month period for himself/herself and his/her dependents, where applicable under the plan.
- B. The Board of Education will establish a reimbursement plan for vision care as follows: \$50 per year or \$100 every second year upon submission of paid receipts.
- C. Effective July 1, 2017, the prescription co-pay shall be \$15 generic/\$25 brand, retail dispensing one copay for 30 days.

The Board of Education will establish a reimbursement plan for mail-in Rx co-payment, not to exceed \$50 per year upon submission of paid receipts.

- D. Each full time teaching staff member shall be entitled to coverage in the Delta Dental Plan (Program II) for the 2017-2018 school year for himself/herself and his/her dependents, where applicable under the plan. Each full time teaching staff member shall be entitled to coverage in the Delta Dental Plan (Option 5 – Current Plan 100% Preventative, 70% Basic and \$1000 child orthodontics) for the 2018-2019 and 2019-2020 school years. The Board’s maximum liability will be \$600 for the 2017-2018 school year and \$900 for the 2018-2019 and 2019-2020 school years.
- E. If an IRS 125 plan is in place, a cash payment will be offered to any employee who does not elect to receive entitled insurance coverage at the following rates:
 - a. For the 2017-2018 school year -- \$5,000 or 25% of the premium less employee contribution, whichever is less;
 - b. For 2018-2019 school year– a flat fee of \$4,500; and
 - c. For 2019-2020 school year – a flat fee of \$4,000.
- F. Each full-time teaching staff member shall be entitled to vision benefits coverage under the National Vision Administrators #1, \$10 Copay in network at the Board’s expense.

ARTICLE X - TEACHER WORK YEAR

- A. The work year for all employees covered by this agreement shall consist of no more than one hundred eighty (180) days of pupil instruction, unless mandated to do so by the State of New Jersey.
- B. In addition to Article XA, employees covered by this agreement shall be required to work the following additional days:
 - 1. All current employees shall be required to attend one (1) day for employee orientation prior to the opening of school for pupils.
 - 2. All employees newly employed in the Deerfield Township School District shall be required to attend one (1) day for new teacher orientation in addition to Article XB1 prior to the opening of school for pupils.
 - 3. All employees shall be required to attend five (5) days of in-service training.
- C. In no case shall the teacher work day exceed six (6) hours and fifty five (55) minutes. The teacher work day shall not begin prior to 7:30 A.M. The teacher work day shall not end later than 3:00 P.M., except in Subsection 1 and 2 below:
 - 1. Except in cases of emergency such as an event which would adversely affect the safety, health and/or welfare of the students or other persons employed in the district

and/or events that would adversely affect school property, then the teacher work day may be extended.

2. Employees shall be required to remain after the close of the day for up to sixteen (16) meetings per year for the purpose of staff meetings or in-service education. No more than four (4) meetings shall be conducted in any given month. None of these staff meetings/in-service programs will be longer than 90 minutes from the end of the teacher work day. This does not include a meeting which the Superintendent 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.

D-1. All employees covered by this agreement shall be given at least 160 minutes of duty-free preparation time each week. Prep time should be in blocks of time no less than 30 minutes each. No prep periods will be scheduled prior to nor after the pupils' instructional day. In the event of a shortened week, it is understood by both parties that all teachers will not get their guaranteed 160 minutes of prep time. However, all prep time scheduled for all days in session during that shortened week will be guaranteed. In this event, the loss of a preparation period shall not be the basis for a grievance nor shall the fact that a teacher may receive more than the guaranteed preparation time be the basis for a grievance.

D-2 The parties agree to review the Master Schedule and work together collaboratively toward the goal of creating a 5th preparation period, with the possibility of implementation during a natural break in the school year schedule. The Superintendent has final approval of any change in the schedule, in accordance with statutory law.

If the parties are unable to achieve the stated goal of 5 preparation periods in the 2014-15 school year, the goal is to work during the 2014-2015 school year for implementation of the 5th preparation period in the 2015-2016 school year.

D-3. Reimbursement for missed preparation time shall be at the rates listed below for a missed period of not less than 30 minutes or more than 45 minutes. It is intended that missed preparation time and compensation will be due solely to the unavailability of a substitute. The administration will make a reasonable effort to provide necessary coverage. On workweeks of less than 5 days, the Board shall not be liable for providing the full amount of prep time. Regularly scheduled prep time lost during those days worked, however, shall be compensated at \$20.00 per missed prep period.

E. All employees covered by this agreement shall have a daily duty-free lunch period of at least thirty (30) minutes. If time beyond thirty (30) minutes in a given school day is provided for a lunch period, all time beyond thirty (30) minutes scheduled lunch period will be utilized by the teachers at the discretion and direction of the Superintendent. Such utilization shall be within reason and within the realm of the teacher's normal duties.

- F. Preparation periods (time) will be used for preparation and planning.
- G. If a teacher is requested to provide services outside the normal teacher school year, he/she will be compensated at the hourly homebound instruction rate in Schedule B-2.
- H. On half days, all teachers shall remain at the school until the last bus has exited the school grounds, but not longer than twenty (20) minutes after the end of the student day. If the half day has been scheduled for teacher professional development, teachers will leave at their regularly scheduled dismissal time.

ARTICLE XI - FULLY-BARGAINED CLAUSE

This agreement contains the entire understanding of the parties. All matters that were or could have been negotiable or were dropped during negotiations are settled matters. Neither party shall be required to renegotiate any part of this agreement, except as provided in Article II, Sections B and C and there are no additional representations, promises or warranties other than those set forth herein.

ARTICLE XII - NO STRIKE CLAUSE

During the period of time of this agreement, the Association and its members and members of the bargaining unit represented by the Association shall not have the right to engage in any slow down, work stoppage, strike or any other similar type of concerted action activity. The sole method for resolving any disagreement concerning this agreement shall be the procedure contained in this agreement. The Association agrees that if any type of concerted activity occurs as noted above, the Association will immediately take all necessary steps to terminate such activities and will condemn such activities. If an employee engages in any of the prohibited activities enumerated above, the employee will be subject to any disciplinary measures deemed appropriate by the Board of Education.

ARTICLE XIII - DUES CHECK-OFF

The Board agrees to deduct dues from the earnings of each Association member when said member has properly authorized such deductions in writing. The Association will indemnify, defend, and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization certificates submitted by the Association to the Board, once these funds have been transferred over to the Association.

ARTICLE XIV - USE OF SCHOOL EQUIPMENT AND PROPERTY

The Association and its membership agree that no member or representative of the Association will

be permitted the use of school equipment and/or instructional materials without the prior approval of the Superintendent or his/her designee. In addition, no member or representative of the Association is permitted to conduct Association business at times when they are engaged in the performance of their normal working duties and responsibilities unless otherwise directed to do so by the Superintendent or his/her designee.

ARTICLE XV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an allegation by an employee or the Association that a provision(s) of this contract has been violated or that there has been a decision of the Superintendent that has adversely affected an employee or the Association or that there has been a violation of an existing Board policy. However, grievances on Board policy violations may only be appealed to the Board level, and the decision of the Board of Education, in such matters, is final and binding.
2. An aggrieved person is the person making the allegation or the Association.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may, from time-to-time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties further agree that the time constraints of this procedure are to be considered as maximums and the failure on the part of one party to process any grievance according to the time limits contained in the procedure below will render the grievance settled in the favor of the other party. Nothing precludes either party from requesting an extension of time due to exigent circumstances. Such request will not be unreasonably denied by the opposite party. The request for the extension and the agreement to the extension shall be in writing. Extensions shall be requested and granted prior to the expiration of a contractual notice period.

C. Procedure

1. Level One - An employee with a grievance shall first discuss it informally with his/her immediate supervisor within thirty (30) school days of the occurrence of the grievance. The immediate supervisor shall review any facts presented by the grievant and shall render a decision to the grievance within seven (7) school days of the actual receipt of the grievance.
2. Level Two - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may submit the grievance to the Superintendent or

his/her designee, in writing, on the form provided by the Board of Education, within five (5) school days after receiving the decision of the immediate supervisor. The Superintendent will investigate the information presented in the written grievance form and will prepare a written decision within five (5) school days after receipt of the appeal.

3. Level Three - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may then submit his/her grievance to the Board of Education, in writing, on the form provided by the Board of Education, within twenty (20) school days after receiving the written decision of the Superintendent in Level Two above. The Board of Education shall review the information provided on the appeal form and shall render a decision, in writing, within thirty-one (31) school days from the date of the receipt of the grievance.
4. Level Four - If the Association is not satisfied with the disposition of the grievance at Level Three, it may then request arbitration of the grievance by filing notice with the Public Employment Relations Commission. The rules of the Commission shall be followed with regard to the selection of an arbitrator. The arbitrator shall establish rules for the hearing, except as provided herein. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party. The arbitrator shall not have the power to add to, subtract from, or otherwise modify the collective bargaining agreement. The arbitrator's decision shall be final and binding on all parties. The costs of the services of the arbitrator shall be shared equally by the parties in interest.
 - a) No grievance based on the non-renewal of a non-tenured employee's contract shall be submitted to binding arbitration provided no other portion of this agreement has been violated.
 - b) No grievance based on an alleged violation of school district policy shall be submitted to arbitration since the decision of the Board of Education on such matters shall be final and binding.

D. Rules of Processing

1. All grievances must be processed on the forms provided by the Board of Education. Any grievance not processed on the forms provided by the Board of Education shall be deemed as settled in favor of the Board. Such grievance forms have been approved by both parties and are attached hereto. (See Schedule C).
2. A grievant may be represented by counsel of his/her choosing or a representative of his/her choosing at all levels of the grievance procedure, provided forty-eight (48) hours notice has been given of such representation so that the Board may have the

right for counsel or a representative to be present. If the grievant chooses to be represented by someone other than the Association, the Association shall be notified of the grievance and any hearings held and shall have the right to be present at and voice the Association position with regard to the grievance at all said hearings.

3. No prejudice or reprisals will attend any party in interest by reason of the utilization or participation in the grievance procedure.
4. Filing, pendency, hearing or settlement of any grievance shall not impede the normal workflow of the district or its facilities.
5. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. No employee or employee representative will be permitted to investigate or process grievances during time when they are required to perform their respective duties and responsibilities unless otherwise directed to do so by the Superintendent or his/her designee.
7. All meetings and hearings under this procedure shall not be conducted in public unless required by the Open Public Meetings Act of the State of New Jersey.

ARTICLE XVI - MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations to manage and direct on behalf of the public all of the operations and activities of the Deerfield Township School District.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted to it by law.

ARTICLE XVII - MISCELLANEOUS

- A. Except as this agreement shall otherwise provide, terms and conditions of employment applicable on the signing date of this agreement, to employees covered by this agreement, shall continue to be so applicable during the term 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 any teacher benefit existing prior to the effective date of this agreement.

- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be illegal, then such provision or application shall not be deemed valid and subsisting, and shall be removed from the contract, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. No teacher shall be assigned a practicum student or a student teacher without his/her express prior approval, in writing.
- D. No teacher shall have a clinical/fieldwork observation performed in the classroom without his/her approval 48 hours in advance.

ARTICLE XVIII - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2020, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President, Vice President, and Secretary and Board has caused this agreement to be signed by its President, and Vice President, attested by its Board Secretary/Business Administrator, and its corporate seal to be placed hereon, all of the day and year as written below:

DATE: December 14, 2017

DEERFIELD TOWNSHIP
BOARD OF EDUCATION

By: Cindy Street
President

By: Joan Pucci
Vice President

Witness: Imani M. Allen
Secretary

DEERFIELD TOWNSHIP
TEACHERS' ASSOCIATION

By: Andrea Lopez
President

By: Ann M. Hubbard
Vice President

Witness: Mary A. Hickman
Secretary

SCHEDULE A-1

Year 1 2017-2018 Salary Guide

Step	BA	BA+15	MA
1	\$ 51,104	\$ 52,904	\$ 54,904
2	\$ 51,826	\$ 53,626	\$ 55,626
3	\$ 52,376	\$ 54,176	\$ 56,176
4	\$ 52,926	\$ 54,726	\$ 56,726
5	\$ 53,476	\$ 55,276	\$ 57,276
6	\$ 54,026	\$ 55,826	\$ 57,826
7	\$ 54,676	\$ 56,476	\$ 58,476
8	\$ 57,012	\$ 58,812	\$ 60,812
9	\$ 59,448	\$ 61,248	\$ 63,248
10	\$ 61,884	\$ 63,684	\$ 65,684
11	\$ 64,320	\$ 66,120	\$ 68,120
12	\$ 66,756	\$ 68,556	\$ 70,556
13	\$ 69,192	\$ 70,992	\$ 72,992
14	\$ 71,629	\$ 73,429	\$ 75,429

	.60%	100%
CST 1	50,118	83,530
CST 2	44,346	73,910

SCHEDULE A-2

Year 2 2018-2019 Salary Guide

Step	BA	BA+15	MA
1	\$ 51,898	\$ 53,698	\$ 55,698
2	\$ 52,620	\$ 54,420	\$ 56,420
3	\$ 53,170	\$ 54,970	\$ 56,970
4	\$ 53,720	\$ 55,520	\$ 57,520
5	\$ 54,270	\$ 56,070	\$ 58,070
6	\$ 54,820	\$ 56,620	\$ 58,620
7	\$ 55,470	\$ 57,270	\$ 59,270
8	\$ 57,806	\$ 59,606	\$ 61,606
9	\$ 60,242	\$ 62,042	\$ 64,042
10	\$ 62,678	\$ 64,478	\$ 66,478
11	\$ 65,114	\$ 66,914	\$ 68,914
12	\$ 67,550	\$ 69,350	\$ 71,350
13	\$ 69,986	\$ 71,786	\$ 73,786
14	\$ 72,423	\$ 74,223	\$ 76,223

	.60%	100%
CST 1	50,594	84,323
CST 2	44,822	74,703

SCHEDULE A-3

**Year 3
2019-2020 Salary Guide**

Step	BA	BA+15	MA
1	\$ 52,787	\$ 54,587	\$ 56,587
2	\$ 53,509	\$ 55,309	\$ 57,309
3	\$ 54,059	\$ 55,859	\$ 57,859
4	\$ 54,609	\$ 56,409	\$ 58,409
5	\$ 55,159	\$ 56,959	\$ 58,959
6	\$ 55,709	\$ 57,509	\$ 59,509
7	\$ 56,359	\$ 58,159	\$ 60,159
8	\$ 58,695	\$ 60,495	\$ 62,495
9	\$ 61,131	\$ 62,931	\$ 64,931
10	\$ 63,567	\$ 65,367	\$ 67,367
11	\$ 66,003	\$ 67,803	\$ 69,803
12	\$ 68,439	\$ 70,239	\$ 72,239
13	\$ 70,875	\$ 72,675	\$ 74,675
14	\$ 73,312	\$ 75,112	\$ 77,112

Position	.60%	100%
CST 1	51,127	85,212
CST 2	45,355	75,592

**SCHEDULE B-1
CO-CURRICULAR STIPENDS**

ACTIVITY	2017-2018	2018-2019	2019-2020
Soccer Gr. 3-5	\$900	\$900	\$900
Soccer Gr. 6-8	\$900	\$900	\$900
Intramural Basketball (2)	\$900 per	\$900 per	\$900 per
Bowling	\$900	\$900	\$900
Floor Hockey	\$900	\$900	\$900
Volleyball	\$900	\$900	\$900
Softball	\$900	\$900	\$900
Detention Monitor	\$900	\$900	\$900
Safety Patrol	\$900	\$900	\$900
NJHS	\$900	\$900	\$900
Student Council	\$900	\$900	\$900
Drama (2)	\$900 per	\$900 per	\$900 per
Fun Zone	\$900	\$900	\$900
Yearbook	\$900	\$900	\$900
Field Hockey	\$900	\$900	\$900
Traveling Basketball	\$1300	\$1300	\$1300
Cheerleading	\$1300	\$1300	\$1300

Stipends for extra-curricular activities shall not be split among multiple persons unless mutually agreed upon by the Board and the effected unit members.

SCHEDULE B-2

Other Compensated Activities*

2017-2018	\$39.50 per hour
2018-2019	all years of contract
2019-2020	

*Other compensated activities include but are not limited to homebound instruction, curriculum writing, and after school study groups. Hourly pay compensation is subject to pre-approval by the Board.

SCHEDULE C
GRIEVANCE PROCEDURE
Effective as of February 20, 1990

LEVEL II

GRIEVANCE - _____

Date(s) Grievance Occurred - _____

Level I Action -

Was this grievance discussed with the immediate supervisor?

Yes _____ Date of discussion: _____

No _____

Name of Immediate Supervisor: _____

What decision was reached during this discussion? _____

Level II

Date submitted: _____

Why is this grievance being submitted for Level II consideration? _____

What relief is sought at Level II? _____

Signature

Position

Original to: Chief School Administrator
Copy to: Filing Party

SCHEDULE C GRIEVANCE PROCEDURE

Level III

GRIEVANCE - _____

Date(s) Grievance Occurred - _____

Level I Action

Was this grievance discussed with the immediate supervisor?

Yes _____ No _____

Date of discussion: _____

Name of Immediate Supervisor: _____

Level II Action

Date submitted for Level II review: _____

Date written reply was received under conditions of Level II - _____

(Attach copy of written reply)

Why is this grievance being submitted for Level III consideration? _____

What relief is sought at Level III? - _____

Signature

(Position)

Original to: Board Secretary/Business Administrator

Copy to: Filing Party

SCHEDULE D

**DEERFIELD TOWNSHIP ELEMENTARY SCHOOL
MORTON AVENUE, ROSENHAYN, NEW JERSEY 08352**

MISSED PREP PERIOD(S) COMPENSATION FORM

Staff Member _____

Date _____

Time _____ to _____

Prep Missed: _____ Music _____ Physical Education

_____ Library _____ Computer Lab

_____ Art _____ Spanish

Other (Specify) _____

Staff Member _____

Administrator _____

SCHEDULE D

**DEERFIELD TOWNSHIP ELEMENTARY SCHOOL
MORTON AVENUE, ROSENHAYN, NEW JERSEY 08352**

MISSED PREP PERIOD(S) COMPENSATION FORM

Staff Member _____

Date _____

Time _____ to _____

Prep Missed: _____ Music _____ Physical Education

_____ Library _____ Computer Lab

_____ Art _____ Spanish

Other (Specify) _____

Staff Member _____

Administrator _____

Deerfield Township Elementary School
P. O. Box 375, 419 Morton Avenue, Rosenhayn, NJ 08352
(856) 451-6610 ~ Fax (856) 451-6720

Mark Jones, Ed.D. ~ Interim Chief School Administrator
Melinda Galasso ~ Assistant Principal

Mary Martorana ~ Executive Secretary
Heidi Milward ~ School Secretary

SCHEDULE "E"
STAFF ABSENCE FORM

This form is to be completed by all employees on the day of their return to school after an absence. It shall be turned in to the Administrator's Office on the day of return.

Absence was due to: (Please check one)

- 1. Sick Leave _____
- 2. Personal Leave _____
- *3. Professional Day _____
- 4. Other (explain) _____

_____ I am not requesting payment for this absence under Item 4.

_____ I request payment for this absence under Item 4 because:

Date _____ Signature _____

*** A summary of your professional day must be attached to this form and submitted within 5 days of your return to work.**

A photocopy of this completed report will be returned to the employee.

Approved _____ Denied _____

Administrator's Signature: _____