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06-03

A G R E E M E N T

between

Board of Education of the

Township of Upper Deerfield Township

and

(Cumberland)

Upper Deerfield Education Association

X Effective July 1, 1981 - June 30, 1982

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Agreement

between

Board of Education of the  
Township of Upper Deerfield

in the County of Cumberland

and

Upper Deerfield Education Association

This agreement entered into this 30th day  
of March 1981, 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".

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Article I  
RECOGNITION AND DEFINITIONS

The Upper Deerfield Board of Education hereby recognizes the Upper Deerfield Education Association as the exclusive bargaining representative for all certified personnel under contract but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees.

- (a) The term "teacher" when used hereinafter in this agreement shall refer to all teachers represented by the Upper Deerfield Education Association in the bargaining or negotiating unit as above defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative for the duration of this agreement.

Article II  
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 III  
TEACHING HOURS AND LOAD

- A. 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.
- B. 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.
  - 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 3:45 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.

- C. The Board will attempt to secure whenever possible for each teacher a duty-free preparation period each week.
- D. Teachers shall have a duty-free lunch period equal to the students' lunch period.

#### Article IV

##### SALARY

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.

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.

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.

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 receive their final checks on the last working day in June, provided all work is completed. The pay schedule for the school year shall be given to the staff at the opening teachers' meeting in September.

The Board shall provide for those teachers who so desire, an interest bearing account at the Cumberland Teachers Federal Credit Union. Such deduction shall be ten (10) percent of the gross monthly salary paid that teacher. Payment from this plan, including interest, shall be made from the Credit Union at a time convenient for both teachers and the Credit Union.

Exhibit I of Article IV  
Upper Deerfield Teachers' Salary Guide 1981-1982

Yrs. of Experience	Bachelor's Degree	Bachelor's +30 credits	Master's Degree	Master's +30 credits	Doctor's Degree
0	12,000	12,300	12,600	12,900	13,200
1	12,300	12,600	12,900	13,200	13,500
2	12,600	12,900	13,200	13,500	13,800
3	13,025	13,325	13,625	13,925	14,225
4	13,600	13,900	14,200	14,500	14,800
5	14,175	14,475	14,675	15,075	15,400
6	14,750	15,050	15,375	15,700	16,025
7	15,150	15,475	15,800	16,125	16,450
8	15,600	15,925	16,250	16,575	16,900
9	15,975	16,300	16,625	16,950	17,275
10	16,425	16,750	17,075	17,400	17,725
11	16,800	17,125	17,450	17,775	18,100
12	17,225	17,550	17,850	18,175	18,500
13	17,675	18,000	18,325	18,650	18,975
14	18,125	18,450	18,775	19,100	19,425
15	18,650	18,975	19,300	19,625	19,950
16	19,200	19,525	19,850	20,175	20,500
17	19,750	20,075	20,400	20,725	21,050
18	20,400	20,725	21,050	21,375	21,700
19-21a	20,975	21,300	21,625	21,950	22,275
b	21,475	21,800	22,125	22,450	22,775
22-26a	21,475	21,800	22,125	22,450	22,775
b	21,875	22,200	22,525	22,850	23,175
27 a	21,875	22,200	22,525	22,850	23,175
b	22,150	22,475	22,800	23,125	23,450

Exhibit Ia of Article IV  
Upper Deerfield Teachers' Salary Guide 1982 - 1983

Yrs. of Experience	Bachelor's Degree	Bachelor's +30 credits	Master's Degree	Master's +30 credits	Doctor's Degree
0	13,300	13,600	13,900	14,200	14,500
1	13,600	13,900	14,200	14,500	14,800
2	13,900	14,200	14,500	14,800	15,100
3	14,200	14,500	14,800	15,100	15,400
4	14,625	14,925	15,225	15,525	15,825
5	15,200	15,500	15,800	16,100	16,400
6	15,775	16,075	16,275	16,675	17,000
7	16,350	16,650	16,975	17,300	17,625
8	16,750	17,075	17,400	17,725	18,050
9	17,200	17,525	17,850	18,175	18,500
10	17,575	17,900	18,225	18,550	18,875
11	18,025	18,350	18,675	19,000	19,325
12	18,400	18,725	19,050	19,375	19,700
13	18,825	19,150	19,450	19,775	20,100
14	19,275	19,600	19,925	20,250	20,575
15	19,725	20,050	20,375	20,700	21,025
16	20,250	20,575	20,900	21,225	21,550
17	20,800	21,125	21,450	21,775	22,100
18	21,350	21,675	22,000	22,325	22,650
19	22,000	22,325	22,650	22,975	23,300
20-22 a	22,575	22,900	23,225	23,550	23,875
b	23,075	23,400	23,725	24,050	24,375
23-27 a	23,075	23,400	23,725	24,050	24,375
b	23,475	23,800	24,125	24,450	24,775
28 a	23,475	23,800	24,125	24,450	24,775
b	23,750	24,075	24,400	24,725	25,050

Exhibit II of Article IV  
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:

	1981-1983
Bowling	\$350
8th Grade Basketball (boys)	400
7th Grade Basketball (boys)	350
Cheerleading	300
Highlighter	350
Student Council	300
Safety Patrol	250
Audio Visual	250
Soccer	250
8th Grade Basketball (girls)	350
7th Grade Basketball (girls)	350

Exhibit III of Article IV  
HOME INSTRUCTION and/or TEACHER DUTY ASSIGNMENT

- A. All teachers who accept the responsibility of home instruction by mutual agreement of the administrator and teacher shall be compensated at the rate of \$9.00 per hour plus an allowance of 18¢ per mile for travel expense. Travel is defined as school to child's home and return to school.
- B. As a home instruction position arises, such position will be offered to the child's immediate teacher, if unavailable it will be offered to one of the child's grade level teachers, if unavailable it will be offered to a teacher in the school, if unavailable it will be offered to a teacher in the system, if unavailable the position will be filled to the best of the administrator's ability.
- C. All teachers who accept the responsibility of detention duty by mutual agreement of the administrator and teacher shall be compensated at the rate of \$9.00 per hour, and pro-rated for any fraction thereof.



## Article V

### INSURANCE

- A. 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) subject 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.
- B. 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 a prescription plan that is at least equal to the plan purchased by the employees during the 1979-80 school year.

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.

- C. During the first year (1981-82) of this Agreement all teachers employed by the Board shall receive, upon their request, full payment of the employee's share of the premium of a dental plan including major coverage.

During the second year (1982-83) of this Agreement all teachers employed by the Board shall receive, upon their request, full payment of the employee's share plus 100% of the family plan premium for those who qualify, of a dental plan including major coverage.

- D. 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.

The above 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 VI

### EDUCATIONAL IMPROVEMENT

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 six (6) credits per school year at the current Glassboro State College tuition cost per credit only.

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 VII  
GRIEVANCE PROCEDURE

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.

PROCEDURE

1. Any employee who has a grievance shall discuss it first with his principal if applicable, in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 10 school days, he shall set forth his grievance in writing to the principal, specifying:
  - (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience
  - (c) the results of previous discussions
  - (d) his dissatisfaction with decisions previously rendered
  - (e) remedy (s) sought

The principal shall communicate his decision to the employee in writing within 10 school days of receipt of the written grievance.

3. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee and the principal.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within 30 calendar days of receipt of the grievance by the Board or of the date of the final hearing with the employee, whichever comes later.
5. If the employee is dissatisfied with the decision of the Board of Education, the employee or the teachers association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the decision in writing of the Board of Education was made known.

ARBITRATION

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

- (a) A joint request will be made to obtain the services of a mutually acceptable arbitrator.
- (b) 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.

- (c) If the parties are unable to determine, within 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.

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.

#### COSTS

- (a) Each party will bear the total cost incurred by themselves.
- (b) 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.
- (c) 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 VIII

##### MANAGEMENT RIGHTS CLAUSE

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 Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (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;
- (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;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours 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.

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 judgement 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 laws of the State of New Jersey, and the Constitution and laws of the United States.

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 IX

### TEACHERS RIGHTS CLAUSE

- I. 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 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.
- II. 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. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- III. Subject to law, 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 to the grievance procedure herein set forth.
- IV. 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 concerning 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 meeting or interview if he so requests. Any suspension of a teacher pending charges shall be without pay.
- V. Criticism of Teachers  
Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

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 X

### TEACHER-ADMINISTRATION LIASON

#### A. Building Level Faculty Council

##### 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.

##### 2. Areas for Faculty Council Consideration

Areas for consideration by the Council shall include school building level decisions regarding:

- a. Administration of this Agreement
- b. Facilitation of programs and recommendations by the staff to the Faculty Council in the school building.
- c. Revision and development of building policies and practices.
- d. All final or unresolved recommendations or decisions by the Building Level Faculty Council are subject to review by the superintendent.

#### B. Meetings with Superintendent

The Associations 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 XI

### TEACHER EVALUATION

#### A. Frequency

Non-tenure teachers shall be evaluated by their immediate superior at least 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 be 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 evaluators discretion.

#### B. General Criteria

##### 1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and 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.

2. Evaluation by Certified Supervisors

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

3. Copies of Evaluation

- a. 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.
- b. At the end of the conference, the teacher will sign both copies of the written evaluation thus stating that they have read the report and understand its contents. The original will be placed in the teacher's personnel file. The teacher shall keep the copy.
- c. The teacher shall reserve the right for written comment or rebuttal to such material before final placement in the teacher's personnel file.

4. Standardized tests

Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

5. Personnel Records

1. 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.

2. 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.

3. No separate File

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

Article XII  
COMPLAINT PROCEDURE

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.

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.

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.

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 and the grievance shall commence at the arbitration level. The teacher is entitled to representation at all times and at all meetings.

Article XIII  
TRANSFERS AND REASSIGNMENTS

VOLUNTARY TRANSFERS AND REASSIGNMENTS

(a) 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 designate will immediately send notification of such vacancies to the President of the Upper Deerfield Education Association. After August 15 notification will not be required.

(b) 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 not later than March 15.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

(a) 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.

(b) 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.

(c) Criteria

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, or major or minor field of study, length of service in the Upper Deerfield Township School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

(d) 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 XIV

##### SICK LEAVE

###### 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.

###### 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.

###### REIMBURSEMENT FOR ACCUMULATED SICK LEAVE

As of the beginning of July 1, 1981 a retirement bonus based upon the number of accumulated unused sick days multiplied by 60% of the daily salary paid a fully certified substitute teacher shall be paid to all teachers retiring from the Upper Deerfield Township Schools after a minimum of 15 years service to these schools upon the person's retirement.

As of the beginning of July 1, 1982 the factor of 60% shall be increased to 75% with the remainder of the provision remaining the same.

#### Article XV

##### TEMPORARY LEAVES OF ABSENCE

###### 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.



(a) Personal

Two days leave of absence during the first year (July 1, 1981-June 30, 1982) and three days leave of absence during the second year (July 1, 1982-June 30, 1983) 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. Although these two days are nonaccumulative, one of these days may be carried over to the following year so long as the carryover day is used before January 1 of the following year and no personal days are to be taken after June 9 unless an emergency exists.

(b) Religious

Up to three (3) days per school year for observance of religious holidays where said observance prevents the teacher from working on said days.

(c) 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.

(d) Death

A leave of absence shall be granted for death in 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.

(e) 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.

(f) Good Cause

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

IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section I above shall be in addition to any sick leave to which the teacher is entitled.

Article XVI  
EXTENDED LEAVES OF ABSENCE

MATERNITY

- (a) 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.
- (b) Maternity leave shall commence and terminate without pay on the date requested by the teacher so long as the following conditions are met:
  - (1) Performance - Her teaching performance has not substantially declined from the time immediately prior to her pregnancy.
  - (2) 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
    - (a) the pregnant teacher cannot produce, upon request, certification from her physician that she is medically able to continue teaching, or
    - (b) statements from both the Board's physician and the teacher's physician that she cannot continue teaching, or
    - (c) 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.

MATERNITY LEAVES OF ABSENCE

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.

- (a) 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.

(b) The Board need not grant or extend the leave 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.

(c) 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.

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.

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.

#### 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.

#### GOOD CAUSE

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

#### 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.

#### EXTENSIONS AND RENEWALS

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

Article XVII

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 XVIII

NEGOTIATION OF SUCCESSOR AGREEMENT

DEADLINE DATE

The parties agree to enter into collective negotiation 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 XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983.

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 Annette M. Maurer President  
By Angelina Smith Secretary  
Dated March 30, 1981

UPPER DEERFIELD TOWNSHIP BOARD OF EDUCATION

By John W. Wolff President  
By Laura M. Kennedy Secretary  
Dated March 30, 1981

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.