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AGREEMENT

between the

UPPER TOWNSHIP EDUCATION ASSOCIATION

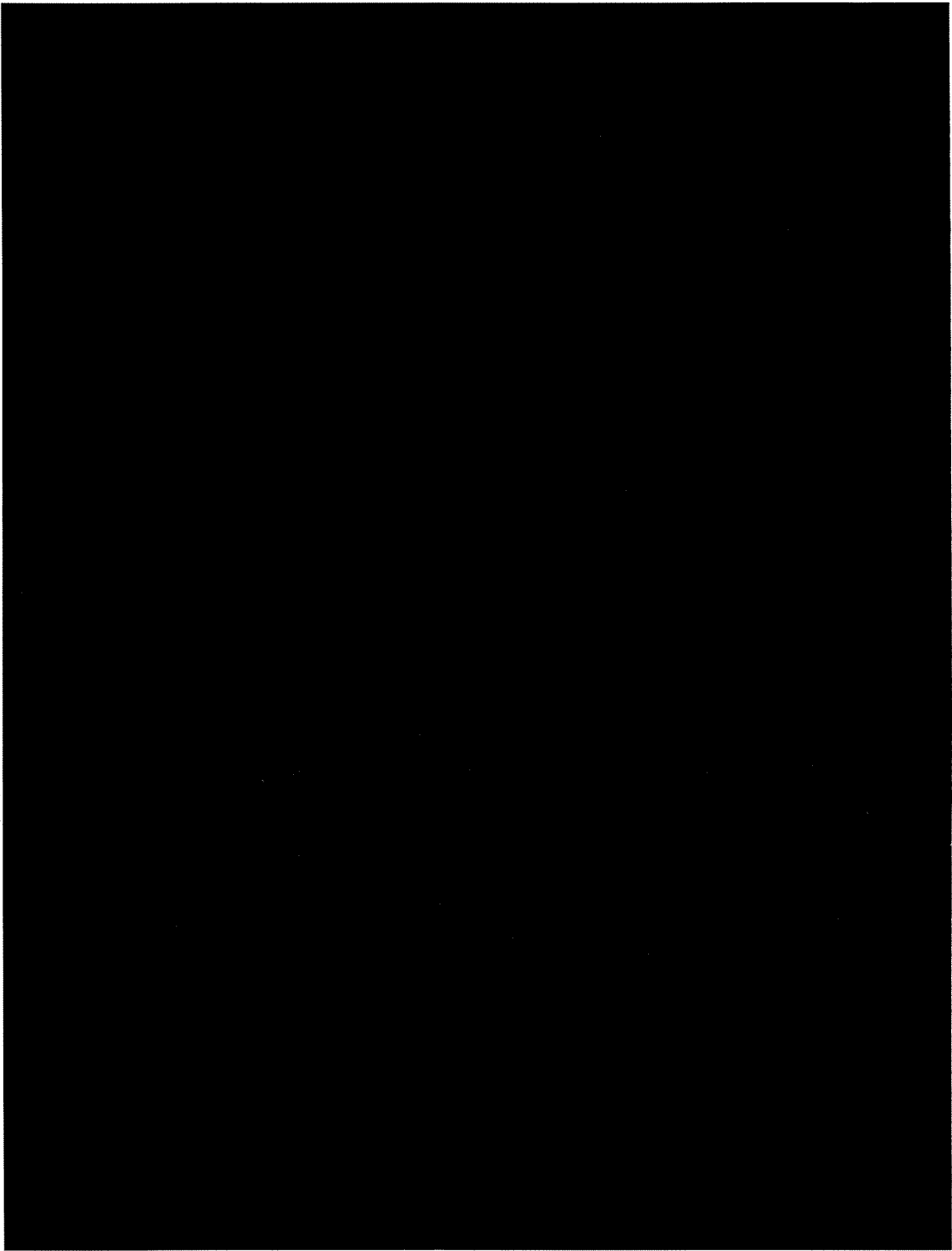
and the

BOARD OF EDUCATION OF UPPER TOWNSHIP

THE COUNTY OF CAPE MAY, NEW JERSEY

from

July 1, 1972 to July 1, 1974



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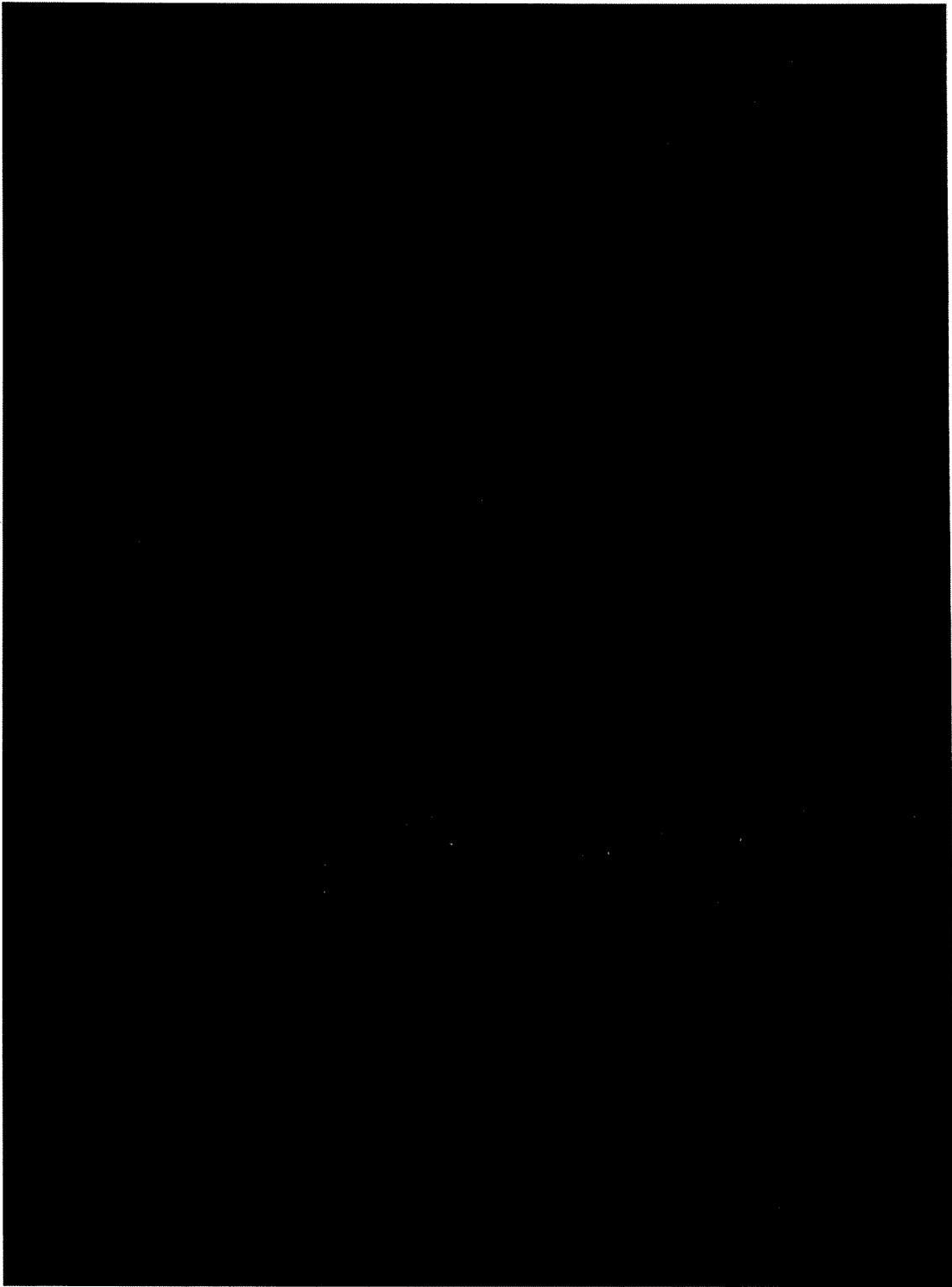
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P R E A M B L E

This Agreement entered into this _____
day of _____, 197____ by and between the Board
of Education of Upper Township, Marmora, New Jersey here-
inafter called the Board and the Upper Township Education
Association, hereinafter called the Association.

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ARTICLE I

RECOGNITION

- A. Pursuant to Chapter 303, Public Laws, 1968, the State of New Jersey, the Board recognizes the Association as exclusive representative for the purpose of collective negotiation concerning terms and conditions of employment for all personnel under contract as indicated herein:

Classroom teachers
Special teachers
Speech therapist
Nurse

but excluding:

Attendance officer
Doctor
Cafeteria staff
Custodians
Bus drivers
Secretarial staff
Aides
Custodian of money
Solicitor

- B. The Association recognizes the Board, as the elected representative of the people of the Upper Township School District and as the employer of the Certificated Personnel of the Upper Township School District.
- C. The Association shall certify to the Board the names of members in good standing.
- D. The purpose of this recognition is the mutual agreement that the parties will discuss terms and conditions of employment and will use mutually agreed upon channels for appeal prior to impasse.
- E. In the event of an impasse, the Board of Education, because of its responsibilities to the electorate, and the Association as the Representative Group, reserves the right to release factual and/or pertinent information relating to proposals and counter proposals.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations shall begin not later than November 1st 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 ratified and signed by the Association and be adopted by the Board at a regular public meeting of the Board of Education.
- B. All meetings between the parties shall be regularly scheduled, whenever possible, to take place after working hours when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed upon.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDURE

A. Definition:

1. A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, mis-application or a violation of Board policy, this Agreement or an administrative decision adversely affecting him. A Grievance to be considered under this procedure must be initiated by the teacher within ten (10) days of the time the teacher knew or should know of its occurrence.

B. Purpose:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.

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

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

C. Procedure:

Level One-

Any employee who has a grievance shall discuss it first with the Administrative Principal or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.

Level Two-

If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to the Administrative Principal on the grievance forms provided. The Principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.

Level Three-

If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Administrative Principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Administrative Principal who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and render a decision in writing within thirty five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

Level Four-

No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education but not the violation misinterpretation, or misapplication of such rule or regulation or (c) any matter which according to law is beyond the scope of Board authority, (d) any complaint of a non-tenure teacher which arises by reason of his not being re-employed (e) or a complaint by any 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. These matters will be determined by the State Department of Education Legal Department.

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Teachers Association, the employee or the Teachers Association may request the appointment of an arbitrator, such request to be made known to the Administrative Principal no later than two (2) weeks after the decision, in writing, of the Board of Education was made known. A teacher in order to process his grievance beyond level four must have his request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator:

1. The following procedure will be used to secure the services of an arbitrator:
2. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
4. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
5. 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 recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, and recommendations. This shall be accomplished within thirty days (30), of the completion of the arbitrator's hearings.

E. Rights of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

2. When a teacher is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at level two, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance and shall receive a copy of all decisions rendered.

F. Miscellaneous:

Forms pertaining to the filing of grievances shall be prepared by the Administrative Principal or his designee after consultation with the Association.

G. Costs:

1. Each party shall bear the total cost incurred by themselves.
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.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

H. Content of Forms:

When prepared, grievance forms shall contain at least:

1. The nature of the grievance and approximate date of occurrence.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of previous discussions.
4. His dissatisfaction with decisions previously rendered.

FAIR DISMISSAL PROCEDURE

- A. 1. Nontenure teachers employed by the Board shall be notified by the Wednesday after the regularly scheduled Board meeting in March with a binding contract or a written notification from the Board of Education that such employee shall not be offered a contract for the succeeding year. A closed hearing with the Board of Education may be obtained upon written request with all proceedings completed by April 30.

EDUCATIONAL COUNCIL

A. The Educational Council shall consist of three (3) members of the elected Board of Education, the Administrative Principal or his designee and three (3) Upper Township teachers appointed by the Association. The Council shall meet at least four (4) times each year and will advise the Board on such matters as:

- | | |
|--------------------------------------|-----------------------------|
| 1. Teaching hours | 19. Class size |
| 2. Educational specialists | 20. Non-teaching duties |
| 3. Teacher employment | 21. Teacher assignment |
| 4. Teacher transfers | 22. Promotions |
| 5. Teacher evaluation | 23. Teacher facilities |
| 6. Professional development | 24. Educational improvement |
| 7. Teacher protection | 25. Student protection |
| 8. Property protection | 26. Maintenance |
| 9. Classroom control | 27. Discipline |
| 10. Personal freedom | 28. Academic freedom |
| 11. Textbooks | 29. Instructional materials |
| 12. Teaching techniques | 30. Curriculum improvement |
| 13. Extra curricular programs | 31. In service programs |
| 14. Pupil testing | 32. Pupil evaluation |
| 15. Philosophical goals | 33. Educational goals |
| 16. Research | 34. Experimentation |
| 17. Educational specs, for buildings | 35. Teacher responsibility |
| 18. Teaching load | |

And other matters regarding the effective operation of the Upper Township Elementary School District.

- B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairman who shall be responsible for a prepared agenda, the arrangement and conduct of meetings.
- C. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics listed in paragraph A.
- D. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in paragraph A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations. All reports and recommendations shall be in writing.
- E. The teacher members of the Educational Council shall act as a Liaison Committee which shall meet with the Admin. Principal one (1) day each month to review and discuss local school problems and practices. These discussions shall help determine the agenda for the four regularly scheduled meetings of the entire Council.

ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINEA. Definition of Responsibilities

A definition of the duties and responsibilities of the administrative principal, classroom teachers, specialists and other personnel pertaining to student behavior shall be reduced to writing by the administrative principal and presented to each teacher at the start of each school year.

B. Special Assistance

When, in the judgment of a teacher, a student requires the immediate attention of the administrative principal, the student shall be sent from the classroom with a note to the principal for proper action. If the teacher judges that the child requires the services of the Child Study Team, physician or other specialist, he shall so inform the principal. Arrangements shall be made as soon as possible with the appropriate personnel to study the problem and work toward its solution.

- C. When, in the judgment of a teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher may recommend to the administrative principal that the student be excluded from the class. In such cases, the principal or his designee shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference with the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. If the teacher in question objects to a proposed readmittance to the classroom of said student, he shall state this objection in writing to the principal within twenty-four (24) hours after the decision by the principal. The case will then be referred to a committee made up of appropriate members of the child study team and the teacher. The committee shall meet as soon as possible to consider all points of view before making a recommendation to the principal. The recommendation of the committee shall be made within five (5) school days after receipt of the case. The final decision shall be reported in writing by the principal to the teacher.

D. Children Sent to Office for Discipline

Children sent to the office for disrupting a class, a disrespectful attitude or other need for administrative discipline, shall not be permitted to assist in any office work but shall sit quietly or do classwork.

ARTICLE VI

6.

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board 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 the laws 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 enjoyment of any rights conferred by Chapter 303, Public Laws 1968 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.

B. Statutory Savings Clause

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.

C. Just Cause Provision

(See also 18A 6-10)

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the administrative principal or his designee, 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 a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher.

F. Criticism of Teachers

Any question or criticism by an administrator, or board members of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

G. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VII

7.

TEACHER FACILITIES

1. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose.

TEACHER EVALUATIONA. Evaluation Procedure

1. 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 public address, audio systems, and similar devices shall be with the full knowledge of the teachers before such use.
2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator within reasonable time before any conference to discuss it. No such report shall be placed in the teacher's file or otherwise acted upon without prior knowledge of the teacher. An attached form shall be available for teacher response. No teacher shall be required to sign a blank or incomplete evaluation form.

B. Personnel Files

1. A teacher shall have the right, upon request, to review the contents of his personal file. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the administrative principal or his designee and if, in their judgment, they are obsolete or otherwise inappropriate to retain, they may be destroyed.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personal file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the 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 answer to such material and his answer shall be reviewed by the administrative principal or his designee and attached to the file copy.
3. The Board shall not establish any separate personal file which is not available for the teacher's inspection.
4. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

C. Evaluation of Teachers

1. Prior to any annual evaluation report, the administrative principal shall have had appropriate communication, including but not limited to all steps in Section 2 below, with any non-tenure teacher regarding his teaching performance.
2. Supervisory reports shall be presented to the teachers by the administrative principal periodically in accordance with the following procedures:
 - (a) Such reports shall be addressed to the teacher.
 - (b) Such reports shall be written and shall include, when pertinent:
 1. Strengths of the teacher as evidenced during the period since the previous report.
 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - (c) Such supervisory reports are to be provided for tenure teachers not later than May 15; for non-tenure teachers at least two (2) times a year, the first not later than October 15.

D. Final Evaluations and Personnel Files

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personal file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

E. Authorized Personnel

No evaluation of a teacher shall be made by anyone other than authorized personnel: the administrative principal and county helping teacher.

SCHEDULE A

STEP	-BACHELORS-		-BACHELORS + 30-		-MASTERS-		-MASTERS + 30-	
	72-73	73-74	72-73	73-74	72-73	73-74	72-73	73-74
1	\$ 7875.	\$ 8268.	\$ 8190.	\$ 8599.	\$ 8505.	\$ 8930.	\$ 8820.	\$ 9261.
2	8242.	8654.	8568.	8996.	8893.	9337.	9219.	9679.
3	8610.	9040.	8946.	9393.	9282.	9746.	9618.	10,098.
4	8977.	9425.	9324.	9790.	9670.	10,153.	10,017.	10,517.
5	9345.	9812.	9702.	10,187.	10,059.	10,561.	10,416.	10,936.
6	9712.	10,197.	10,080.	10,584.	10,447.	10,969.	10,815.	11,355.
7	10,080.	10,584.	10,458.	10,980.	10,836.	11,377.	11,214.	11,774.
8	10,447.	10,969.	10,836.	11,377.	11,224.	11,785.	11,613.	12,193.
9	10,815.	11,355.	11,214.	11,774.	11,613.	12,193.	12,012.	12,612.
10	11,182.	11,741.	11,592.	12,171.	12,001.	12,601.	12,411.	13,031.
11	11,550.	12,127.	11,970.	12,568.	12,390.	13,009.	12,810.	13,450.
12	11,917.	12,512.	12,348.	12,965.	12,778.	13,416.	13,209.	13,869.
13			12,726.	13,362.	13,167.	13,825.	13,608.	14,288.
					13,555.	14,232.	14,007.	14,707.

SPECIAL EDUCATION TEACHERS TO RECEIVE \$200.00 EXTRA

ARTICLE IX

9.

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule A, which is attached hereto and made a part hereof as set forth in salary policy and adopted by the Upper Township Board of Education.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, unless the individual requests the summer pay plan. They will receive their checks on the 5th and 20th of the month.
- C. When a pay day falls on or during a school holiday, vacation or weekend, barring any unforeseen or uncontrollable problems, teachers shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June pending completion of all obligations and requirements as set forth by the administrative principal barring unforeseen or uncontrollable problems.
- E. Extra curricular duties, authorized by the Board of Education, shall be compensated with extra pay. The hourly pay shall be \$7.50 per hour.
- F. Summer school teachers shall be issued contracts at a rate of twenty-five dollars (\$25.00) per day for up to 6 years of experience, thirty dollars (\$30.00) per day for over 6 years, and forty dollars (\$40.00) per day for over 10 years of teaching experience.
- G. A summer school substitute teacher will receive twenty dollars (\$20.00) per day. The regular teacher will receive a day's pay less the substitute's pay after she has used her two (2) days of sick leave. This shall not exceed five (5) days.
- H. The Board of Education may withhold the increment of a teacher with or without tenure if that teacher has failed consistently to meet the requirements of his/her job, including administrative regulations if there is enough written evidence to substantiate the fact and the teacher in question has been notified of his/her shortcomings during the year.
- I. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

ARTICLE X

10.

SUBSTITUTE TEACHERS

A. Substitute Teacher List

The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

B. Providing Substitutes

The Board shall provide substitutes for all personnel in all departments including special teachers and nurse if the secretary or administrative principal are notified by 7:00 a.m.

C. Special Teachers

Special teachers shall not be used as substitutes.

ARTICLE XI

11.

SICK LEAVE

- A. As of September 1st of each year, all teachers employed on a full ten (10) month contract shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. As of September 1st of each year, all teachers not employed on a full ten (10) month basis shall be entitled to sick leave prorated on a one (1) day for each month basis.
- C. The administrative principal may request medical certification of all illnesses. This practice will not normally be followed unless a teacher is absent three (3) or more consecutive days.
- D. When the absence of any persons, for reasons of illness or injury exceeds the annual days allowed and the accumulated days of sick leave, such persons shall be eligible to twenty (20) days at a salary less \$20.00 toward the pay of a substitute. A days salary is defined as being 1/20th of the monthly salary or 1/200th of the annual base salary.
- E. Workman's Compensation award: employee will receive his regular salary, but will be required to pay over the moneys which he periodically receives from Workmen's Compensation.
- F. Teachers employed in the summer school program shall be granted two (2) days of sick leave. These two (2) days of sick leave shall be accumulative for teachers regularly employed in the district. A part time teacher shall be granted leave pro-rated on the number of days he works.
- G. Teachers shall be given a written accounting of accumulated sick leave no later than September 30 of each school year. This accounting shall include the ten (10) days for the current year.

ARTICLE XII

12.

PROFESSIONAL LEAVE

- A. All members of the staff shall be encouraged to participate in professional meetings, conferences, workshops, seminars, graduate study, visits to other school systems, and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district. These leaves shall be granted as follows:
1. A member of the instructional staff may be granted a short term professional leave up to five (5) days upon the recommendation of the principal without loss of pay. Requests for such leaves shall be made to the administrative principal in writing not less than one (1) week prior to the date of the leave.
 2. A member of the instructional staff may be granted an extended professional leave with or without pay upon the recommendation of the superintendent and the approval of the Board of Education. Requests for such leave shall be made to the administrator in writing at least sixty (60) days prior to the beginning of the leave.
 3. Upon completion of either a short term or an extended professional leave, a complete report describing the professional activity shall be filed with the administrator.
- B. The administrator may, at his discretion, recommend to the Board of Education the reimbursement of certain travel, registration, and/or personal expenses incurred by staff personnel because of participation or attendance in the activities of professional organizations. The total amount of funds to be budgeted annually for such approved expenses shall be determined by the Board of Education.

ARTICLE XIII

13.

PERSONAL LEAVE

- A. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
1. Death in the immediate family; shall be considered death of father, mother, spouse, child, brother, sister, or any member of the immediate family, or household. An allowance of up to five (5) days shall be granted. An additional two (2) days may be granted at the discretion of the administrative principal should extenuating circumstances warrant.
 2. Serious illness in the immediate family; shall be considered serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, or any member of the immediate family. An allowance of up to five (5) days shall be granted.
 3. Emergencies of Personal Nature; an allowance of up to two (2) days shall be granted upon written request to the administrative principal. If more than two (2) teachers should request the same day off, then the reasons must be stated and the approval of the administrative principal must be obtained.
 4. Religious Holidays; past practice, pertaining to religious holidays, will remain unchanged as per personnel policy.
 5. Court Subpoena; the amount of time granted in excess of two (2) days in response to court subpoena shall be left up to the discretion of the Board of Education or at the recommendation of the Administrative Principal.
 6. Additional Leave: Other leaves with pay may be granted for good reason.
 7. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

14.

MATERNITY LEAVE

- A. A maternity leave without pay shall be granted to all teachers under tenure. This leave shall also be granted to non-tenure teachers if the building administrator so recommends and the Board approves.
- B. Requests for maternity leave shall be granted at any time before the expected date of birth and continuing to a specific date after the birth. The date of return shall be further extended for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not extend the leave of absence of a non-tenure teacher beyond the end of the contract school year in which that leave is obtained.
- C. No tenure or non-tenure teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return provided her doctor states that she is medically able to continue teaching.
- D. The teacher shall be reassigned to the position held at the time the leave was granted, if possible.

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of these programs. Likewise, any teacher who accepts a Fullbright Scholarship shall receive a leave without pay of up to two (2) years.

B. Adoption

Any female teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.

C. 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 family. Additional leave may be granted at the discretion of the Board of Education.

D. Good Cause

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

ARTICLE XVI

16.

MILITARY LEAVE

- A. All leaves of absence granted to employees entering the military service shall be governed by New Jersey Statutes 18:4 A-1 and 18:4 A-2.

- B. All regular employees shall be granted permission to engage in military reserve field training without deduction of pay as set forth in New Jersey Statutes 38: 23-1.

ARTICLE XVII

17.

SABBATICAL LEAVES

- A. One member of the instructional staff may be granted a sabbatical leave of absence after seven consecutive years of employment. He shall receive a salary which represents fifty percent of his regular salary. The Administrative Principal shall recommend a teacher for sabbatical leave with the following provisions:
1. Sabbatical leave of absence shall be granted for such purposes as professional study at an approved college or university, independent research, study, professionally related travel, and recovery of health.
 2. While on travel, the employee shall not engage in gainful employment except by written agreement with the Board of Education. Scholarships and fellowships do not constitute gainful employment.
 3. The employee shall agree to return to his position or a comparable one in the Upper Township School District for a period of at least two (2) full years following the completion of his leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one half ($\frac{1}{2}$) per year except in the case of death or total disability of the employee. If the total remission of service is not made by the member of the professional staff, he will agree, by signing a promissory note before being granted the leave, to remit to the Board of Education the monetary amount equal to the time not served.
 4. An applicant for a sabbatical leave must send his request annually in writing to the administrative principal before budget preparation for the coming year. The request must be accompanied by a written statement giving the purpose of the leave, plan of the activity to be pursued, the length of time involved, and the anticipated value of the experience to the individual and to the school system.
 5. Request for sabbatical leaves will be considered by the administrative principal. The administrative principal, in turn, will submit his recommendation to the Board of Education for final action.
 6. No more than one (1) member of the teaching staff will be granted sabbatical leave at any one time.
 7. When the teacher returns, he shall submit to the administrative principal, a written report containing information on his activities during the period of his leave.

ARTICLE XVIII

18.

INSURANCE PROTECTION

- A. As of the beginning of each school year, the Board shall provide the health care insurance protection as designated below.

The Board of Education shall pay the full premium for each individual employee covered under this Agreement.

1. Major medical coverage
2. Blue Cross
3. Blue Shield
4. Rider J

- B. The Board agrees to request the insurance carrier to provide a description of the health care insurance coverage provided under this agreement to each employee.

- C. Complete annual coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- D. Retirement Coverage

The Board shall provide for continuance of health-care insurance after retirement (until age 65) on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

ARTICLE XIX

19.

MISCELLANEOUS PROVISIONS

- A. The Board and the Association mutually agree that the welfare and continuity of educational experiences of children are the primary concern of both groups as well as the community at large.
- B. Teachers shall follow all policies of the Board of Education in the spirit in which they were developed and for the purpose for which they were developed.
- C. All teachers should make every effort to attend all P.T.A. meetings in an effort to show their professionalism and to show support for the parents who through their programs support the teachers and children in Upper Township.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be reproduced as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Reproducing this Agreement shall be the responsibility of the Board of Education.
- F. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in person, with a signed receipt.
- G. The Board agrees to reimburse any fully certified member of the instructional staff for courses taken toward graduate degrees or for courses taken to increase the individual's effectiveness in his or her classroom.
- H.
 1. Tenure teachers shall receive a letter from the Board stating that they will be employed by the Township for the coming school year. Said letter shall include a statement of the teachers salary for the school year in question.
 2. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forth-coming year at issuance of contract.
 3. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them.

4. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed at issuance of contract the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the superintendent or his representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.
- I. Teachers shall be required to return the contract no later than thirty (30) days after issuance unless a specific request for extension of time is granted by the administrator.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1st, 1972 and shall continue in effect until July 1st, 1974.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the Board and the Association in writing, to continue this Agreement in effect until such time as a successor Agreement is signed.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals placed hereon, on this _____ day of _____ 1972.

UPPER TOWNSHIP TEACHERS
ASSOCIATION

UPPER TOWNSHIP
BOARD OF EDUCATION

(President)

(President)

(Secretary)

(Secretary)

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UPPER TOWNSHIP TEACHERS ASSOCIATION

UPPER TOWNSHIP BOARD OF EDUCATION

Bertha Aspenberg
(President)

Charles C. Shaffer
(President)

Mary Ann Cook
(Secretary)

Joyce S. Grenault
(Secretary)