

Table of Contents

Article I Recognition 2
Article II Negotiations Procedure 3
Article III-A Grievance Procedure – Teachers 3
Article III-B Non-Certificated Staff..... 6
Article IV Fair Dismissal Procedure..... 10
Article V Educational Council 10
Article VI Administrative Support of Classroom Control and Discipline 11
Article VII Employee Rights 11
Article VIII Employee Work Load 13
Article IX Employee Facilities 15
Article X-A Teachers Evaluation Procedure 15
Article X-B Non-Certificated Staff Evaluation Procedure 17
Article XI Employee Assignment..... 18
Article XII Voluntary Transfers and Reassignments 19
Article XIII Involuntary Transfers and Reassignments-Teachers 21
Article XIV Sick Leave 21
Article XV Personal Leave..... 23
Article XVI Professional Leave – Teachers 25
Article XVII Extended Leaves of Absence 26
Article XVIII Child Rearing Leave 27
Article XIX Substitutes 28
Article XX Class Size – Teachers 28
Article XXI Sabbatical Leaves – Teachers..... 28
Article XXII Salaries..... 29
Article XXIII Extra Compensation – Teachers 31
Article XXIV Insurance Protection 31
Article XXV Deductions From Salary 33
Article XXVI Mentoring – Teachers..... 33
Article XXVII Tuition Reimbursement..... 34
Article XXVIII Miscellaneous Provisions..... 34
Article XXIX Representation Fee 35
Article XXX Duration of Agreement 37

ARTICLE I
RECOGNITION

- A. 1 The Board recognizes the Upper Township Education Association as the exclusive representative pursuant to Chapter 123, Laws of 1974, of a collective negotiations unit comprised of all non-supervisory certificated teaching staff members, secretarial/clerical employees, and instructional aides whether under contract or on leave.
- 2 Including and limited exclusively to the following classes of certificated teaching staff members:
- Classroom teachers
 - Special teachers
 - Speech therapists
 - Nurses
 - Librarians
 - Learning disabilities/teacher consultant
 - Social worker
 - ACAP counselor
 - Guidance counselors
 - Psychologists

Excluding administrative employees, supervisors, confidential employees within the meaning of Chapter 123, and all other employees of the Board of Education.

- B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to professional employees, secretarial/clerical staff members and instructional aides represented by the Association in the negotiating unit above defined.
- C. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to certificated teaching staff members as listed in paragraph A(2) above.
- D. The Association recognizes the Board as the elected representative of the people of the Upper Township School District and is the employer of all personnel of the Upper Township School District.
- E. The Association shall certify to the Board the names of members in good standing.
- F. 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.
- G. In the event of an impasse, the Board of Education, because of its responsibilities to the electorate, and the Association, as the representative group, reserve the right to release factual information relating to proposals and counter-proposals.
- H. The Association will be provided, without cost, with space for meetings held outside of the workday and which do not require custodial or other cost to the Board.
- I. The Board shall continue to provide a copy of approved Board minutes to the Association President.

- J. The Board shall, as far in advance as is practicable, post in each school notification of any special Board of Education meeting.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. Negotiations shall begin not later than October 1st preceding the date on which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be ratified and signed by the Association and 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 employees involved are free from assigned 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 negotiations. 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. Proposed changes and conditions of employment shall first be negotiated with the Association in accordance with the dictates of Chapter 123, Public Laws of 1974.

ARTICLE III-A
GRIEVANCE PROCEDURE - TEACHERS

A. **DEFINITIONS**

- 1. A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication or violation of administrative policies, this Agreement or an administrative decision adversely affecting a teacher or group of teachers. A grievance to be considered under this procedure must be initiated by the aggrieved within ten (10) school days of the time the aggrieved knew or should have known of its occurrence.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim or any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

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

1. Level One
Any employee who has a grievance shall discuss it first with the principal or immediate supervisor or department head, if applicable, in an attempt to resolve the matter informally at that level.
2. 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/she may set forth his/her grievance in writing to the Superintendent on the grievance forms provided. The Superintendent shall communicate his/her decision to the teacher in writing within three (3) school days of receipt of the written grievance.
3. Level Three
If the grievance is not resolved to the employee's satisfaction he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent 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 the date of the hearing with the employee, whichever comes later.
4. Level Four
A teacher, in order to process his/her grievance beyond Level Three, must have his/her request for such action accompanied by a written recommendation for such action by the Association. 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 Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) weeks after the decision, in writing, or two (2) weeks after the decision deadline if no decision has been rendered. No claim by a teacher shall constitute a grievable matter 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 the board's authority; or
 - d. Any complaint of a non-tenure teacher which arises by reason of his/her not being re-

- employed; or
- e. 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.

D. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR

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

1. A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
3. 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 Public Employment Relations Commission may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit him/herself to the issue submitted. He/she can add nothing to, or subtract anything from any policy of the Board of Education. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract and the arbitrator is not to consider any past practice precedent in interpreting any contractual provision of the Agreement. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing. It is also understood that in acknowledging binding arbitration of disputes as above set forth, the Association and its members collectively and separately shall not cause, participate, sanction, or support any strike or job action against the employing Upper Township Board of Education.

E. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved person may be represented at Levels 1 and 2 of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. A maximum of six (6) representatives may be present at Levels 3 or 4.
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 2, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings held with the teacher concerning the grievance and shall receive a copy of all decisions rendered.

F. 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 (2) parties and such costs will be shared equally.
3. Whenever any employee or representative of the Association is mutually scheduled to participate during working hours in grievance procedures, he/she shall suffer no loss in pay.

G. 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. Dissatisfaction with the results of the previous discussions and decisions.
4. Remedy sought.

H. MISCELLANEOUS

1. Written Decisions
Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.
2. Separate Grievance File
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Meetings and Hearings
All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, previously referred to in this Article.
5. No reprisals of any kind shall be taken by either party or its representatives against any other party because of any grievance or its effects.

ARTICLE III-B
GRIEVANCE PROCEDURE - NON-CERTIFICATED STAFF

- A. PURPOSE - The purpose of this procedure is to secure, at the lowest possible level, equitable

solutions to problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of all non-certificated staff, i.e., secretaries or instructional aides. It is understood that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. Administrator - any person or persons acting in a supervisory capacity.
2. Aggrieved person - the person or persons making the complaint.
3. Grievance - shall mean a complaint by a non-certificated staff member that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation, or unfair or inequitable application of this Agreement or of an established policy or regulation affecting him/her, except that the term "grievance" shall not apply to:
 - a. Any matter for which a method of review is prescribed by law; or
 - b. Any rule or regulation of the State Board of Education or the State Commissioner of Education; or
 - c. A complaint of a non-tenure secretary or aide which arises by reason of his/her not being re-employed; or
 - d. A complaint by any non-certificated staff member occasioned by his/her lack of appointment or lack of retention in any position for which tenure is either not possible or not required.

A grievance, to be considered under this procedure, must be initiated by the non-certificated staff member within ten (10) school days of its occurrence.

4. Representative - shall mean counsel or other person of the aggrieved person's choice as designated in writing by him/her.
5. School day - shall mean a day in which the district office is open to transact business.

C. SEQUENCE OF LEVELS OF RESOLVING GRIEVANCE OF NON-CERTIFICATED EMPLOYEES

1. Level One - Any non-certificated employee shall discuss said grievance with the building principal or immediate supervisor directly in an attempt to resolve the matter informally at that level.
2. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth the complaint in writing to the Superintendent with a copy to the building principal or immediate supervisor. The Superintendent shall communicate his/her decision to the employee within three (3) school days of the receipt of the written complaint.
3. Level Three - If the employee is not satisfied with the disposition of the grievance at Level 2, or if no decision has been reached within five (5) school days after the grievance was

delivered to the Superintendent, he/she may, within five (5) school days after the decision of the Superintendent or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, request, in writing, that the Secretary of the Board of Education submit his/her grievance to the Board. A time for a meeting with the Board will be set by mutual consent, but no later than ten (10) school days after said grievance is submitted. The Board shall render a decision within five (5) school days after the meeting.

4. Level Four - A non-certificated staff member, in order to process his/her grievance beyond Level Three, must have the request for such action accompanied by the written recommendation for such action by the Association. 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 Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) weeks after the decision, in writing, or two (2) weeks after the decision deadline if no decision has been rendered. No claim by a non-certificated staff member shall constitute a grievable matter beyond Level Three 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 the Board's authority; or
 - d. Any complaint of a non-tenure secretary or other non-certificated staff member which arises by reason of his/her not being reemployed; or
 - e. A complaint by any non-certificated staff member occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required.

D. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR

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

1. A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
3. 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 Public Employment Relations Commission may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit him/herself to the issue submitted. He/she can add nothing to, or subtract anything from, any policy of the Board of Education. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract and the arbitrator is not to consider any past practice precedent in interpreting any contractual provision of the Agreement. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's findings and

recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing. It is also understood that in acknowledging arbitration of disputes as above set forth, the Association and its members collectively and separately shall not cause, participate, sanction, or support any strike or job action against the employing Upper Township Board of Education.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at Levels 1 and 2 of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. A maximum of four (4) representatives may be present at Levels 3 or 4.
2. When an employee 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 2, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings held with the employee concerning the grievance and shall receive a copy of all decisions rendered.

F. 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 (2) parties and such costs will be shared equally.
3. Whenever any employee or representative of the Association is mutually scheduled to participate during working hours in grievance proceedings, he/she shall suffer no loss in pay.

G. 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. Dissatisfaction with the results of the previous discussions and decisions.
4. Remedy sought.

H. MISCELLANEOUS

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

2. Separate Grievance File
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Meetings and Hearings
All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, previously referred to in the Article.
5. No reprisals of any kind shall be taken by either party or its representatives against any other party because of any grievance or its effects.

ARTICLE IV
FAIR DISMISSAL PROCEDURE

A. TEACHERS

By April 30th of each year, or as determined by law or the New Jersey Department of Education, non-tenure teachers employed by the Board of Education shall be notified of appointment or, by written notification, that such employee shall not be offered a contract for the succeeding year. Reasons for non-renewal shall be given to the teacher in writing, if so requested in writing, and the teacher shall be entitled to a closed Board hearing and representation in accordance with the provisions of Title VI of the New Jersey Administrative Code.

B. NON-CERTIFICATED STAFF

Non-certificated staff (i.e., secretaries and instructional aides) employed by the Board shall be notified of their appointment or non-reappointment for the succeeding year by a written notice from the Board by June 1st of each year.

ARTICLE V
EDUCATIONAL COUNCIL

- A. The Educational Council shall consist of four (4) members of the Board of Education; the Superintendent; three (3) principals; two (2) supervisors; one (1) assistant superintendent; one (1) vice principal; six (6) Upper Township teachers; one (1) secretary and one (1) aide appointed by the Association. Additional administrators and/or employees may attend when agenda items warrant their attendance. The Council shall meet at least four (4) times each year to discuss matters of mutual concern. No matters shall be brought before the Educational Council that have not been previously discussed with the district administrators concerned, the Superintendent, and Association

representatives.

- B. A chairperson for the council shall rotate yearly between the parties to this Agreement.
- C. Either party to this Agreement may institute such meetings by developing an agenda of items to be discussed. The party receiving the initial agenda may also add items. Nothing herein precludes discussion of other concerns.
- D. Meetings shall be scheduled at a time of mutual convenience.
- E. It is expressly understood that the deliberations of the council are not intended as negotiations and the decisions of the Council are not grievable provided these decisions do not change the terms or conditions of employment.

ARTICLE VI

**ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINE
(TEACHERS)**

A. **DEFINITION OF RESPONSIBILITIES**

A definition of the duties and responsibilities of classroom teachers, specialists and other personnel pertaining to student behavior shall be developed in accordance with the requirements of Title VI:3-1.21 of the New Jersey Administrative Code and shall be reduced to writing by the Superintendent and presented to the employee.

ARTICLE VII

EMPLOYEE RIGHTS

A. **THE FOLLOWING PARAGRAPHS SHALL APPLY TO ALL EMPLOYEES:**

1. **Protection and Representation**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join or not join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. Neither party shall directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or in the Constitution of New Jersey or the United States and that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment.

2. **Required Hearings or Meetings**

Whenever any employee is required to appear before the Superintendent, his/her designee, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the

Association present to advise him/her during such meeting. The employee shall be given twenty-four (24) hours prior notice of the meeting or interview except in cases of emergency. Any suspension of a teacher shall be made pursuant to the requirements of law.

3. Criticism of Employees

Any question or criticism by a supervisor, administrator, or Board member of an employee shall, to the extent possible, be made in confidence and not in the presence of any other individual other than the Superintendent unless the individual's presence has been requested by the employee.

4. Association Identification

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

B. THE FOLLOWING PARAGRAPHS SHALL APPLY ONLY TO TEACHERS:

1. Statutory Savings Clause

Nothing herein shall be construed to deny or restrict to any teacher such rights as he/she 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.

2. Evaluation of Students

The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Township School District based upon professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. Notification of a grade change shall be given to the teacher concerned and the teacher may make a response in writing, which shall become a part of the school records.

3. Procedures for Supervision of Student Teachers and Practicum Students.

The following procedures shall govern the supervision of student teachers and practicum teachers:

- a. Teaching experience - Unless voluntarily done, no teacher shall have a student teacher or practicum student under his/her supervision unless said teacher has had at least three (3) years of teaching experience (with the most recent year in his/her present position).
- b. When the opportunity for a student teacher or practicum student shall arise, the teachers of the instructional area shall be polled for willingness to participate in the student teacher or practicum student program. The Administration shall advise the selected cooperative teacher as soon as possible prior to the assignment of a student teacher or practicum student.

C. No employee shall be disciplined, reprimanded, reduced in rank, compensation, or non-renewed without just cause. In addition, no employee shall be reprimanded in front of peers or students. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure set forth herein, excepting that nothing in this clause shall be construed as impeding the Board's right to withhold an increment subject to law.

ARTICLE VIII
EMPLOYEE WORK LOAD

A. TEACHERS

1. As professionals, teachers are expected to devote to their duties the time necessary to meet their responsibilities. All teachers are expected to initial the sign-in/sign-out roster.
2. The teacher workday, except for required professional meetings which shall not exceed a maximum of four (4) per month except for an emergency situation, shall not exceed seven hours (7) and fifteen (15) minutes. Professional meetings will not normally be called on Fridays or before scheduled school closing.
3. The workday for teachers on days when a professional meeting is called shall not exceed seven hours and forty-five minutes (7 hrs. and 45 mins.).
4. Except for emergency circumstances requiring a teacher's presence, each teacher must inform the office before leaving the building during a duty-free lunch period.
5. Central registers shall be maintained for all teachers.
6. A teacher on bus duty who is required to remain beyond the normal workday shall receive compensatory release time within the next ten (10) working days, but not on a day for which a professional meeting is scheduled.
7. When Christmas falls on a day from Wednesday to Sunday, there will be an early closing on the last school day before the holiday.
8. The Association will be consulted before the annual school calendar is adopted by the Board of Education.
9. The teacher work year shall be one hundred eighty six days (186); one hundred eighty (180) of which shall be student instructional days. Kindergarten teachers will not be required to work any more time than the other teachers. Members of the Child Study Team may be requested to work during the summer months; remuneration shall be at their contracted per diem rate of pay during the year services are rendered.
10. Teachers shall receive one hundred ten (110) minutes of guaranteed preparation time per week.
11. Should a minimum instructional day of six (6) hours be mandated by the New Jersey Department of Education, then in that event, early dismissal pursuant to this Article shall be a minimum of six (6) hours. The parties recognize that statutory requirements shall prevail over terms of this contract.

B. SECRETARIES

1. Vacations and Holidays

- a. All secretaries will follow the school calendar plus work those days that professional staff is conducting conferences.
- b. Vacation schedules are as follows:
 - (1) Twenty (20) vacation days per year.
 - (2) Vacations are not cumulative. Each secretary shall arrange his/her own vacation period or periods with his/her immediate supervisor. Though vacations during the summer are encouraged, each individual may take the prescribed vacation at any time during the year with his/her immediate supervisor's approval.
 - (3) The Board of Education employs one 10-month secretary who does not receive vacation.
- c. When school is not in session, the regular work hours will be reduced by one (1) hour. The summer hours for secretaries shall commence June 30 each year and shall continue until September 1 each year.

2. Overtime

- a. The regular work week for secretaries shall be thirty-five (35) hours. Secretaries authorized and required to work thirty-six to forty (36-40) hours per week shall be compensated straight time based on the secretary's regular rate of pay. Over 40 hours, secretaries shall be paid an amount based on one and one-half (1 1/2) times their regular rate of pay.
- b. Authorized overtime shall mean overtime for emergency or unusual circumstances.
- c. Only the Superintendent will authorize secretaries to work overtime.

3. Unscheduled School Closing: Secretaries shall not be expected to report when school is closed due to unexpected emergencies, i.e., snowstorms, no heat, etc.

4. Early Dismissals: On days that school is dismissed early due to inclement weather or other scheduled or unscheduled activities, the decision to dismiss secretaries at the same time teachers are dismissed will be left at the discretion of the Superintendent. In inclement weather, no secretary shall be in a building without the presence of an administrator.

C. AIDES

1. Holidays

- a. Each instructional aide shall be entitled to paid holidays outlined on the approved school calendar for the school year pursuant to Board policy.
- b. For purposes of this paragraph, each employee working at least a five (5) hour contractual day will be eligible for the following paid holidays:

2002-2005
Veterans Day
Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

2. Break Time for Instructional Aides: All 30-hour per week instructional aides shall receive one (1) fifteen (15) minute break per day.

ARTICLE IX
EMPLOYEE FACILITIES

- A. Vending machines may be placed in employee lounges and/or lunch rooms, consistent with the following parameters and providing educational space requirements are not infringed upon:

Elementary School - four (4) machine maximum
Primary School - three (3) machine maximum
Middle School - three (3) machine maximum

The proceeds from all such machines shall be placed in a student scholarship fund.

- B. The Board will reimburse \$60.00 per teacher, per year, toward purchases of protective clothing for industrial arts, consumer arts, art, science, and nurses. These teachers may purchase protective clothing and remit to the Board office itemized receipts reflecting purchase of protective clothing, minus tax, for reimbursement. Laundering shall be the teacher's responsibility.

ARTICLE X-A
TEACHERS EVALUATION PROCEDURE

- A. GENERAL PROVISIONS

1. Written evaluation policies and job descriptions adopted by the Upper Township Board of Education will be distributed to all staff members by October 1, or within ten (10) days of the approval by the Board of any amendment thereof.
2. By October 15 or within ten (10) days after distribution to staff members of the written evaluation policies and job descriptions, the Superintendent or his/her designee shall review the aforementioned orally with the staff members.
3. Persons authorized to supervise staff members in the Upper Township School District will be listed and designated by the Superintendent. Copies of this list will be distributed to all staff members annually.
4. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address or audio system, or similar devices, shall be with the full knowledge of the employee before such use.
5. The observations, evaluations and conferences will serve, but will not be limited to, to

identify the strengths and deficiencies with a view to providing assistance and improving the teacher's competence.

6. A teacher shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) school days after such evaluation. No such report shall be placed in the teacher's file or otherwise acted upon without the prior knowledge of the teacher. An attached form shall be available for the teacher response. No teacher shall be required to sign a blank or incomplete evaluation form.
7. Supervisory reports shall be presented to the teachers by the principal periodically in accordance with the following procedures:
 - a. Such report shall be addressed to the teacher;
 - b. Such report 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; and
 - (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
8. A teacher's disclaimer of an evaluation must be made in writing within ten (10) days of the conference. Copies of this disclaimer will be attached to each party's copy of the evaluation.
9. All computer files shall be deleted within two (2) weeks of receiving and signing the final observation.

B. PROCEDURES

1. All non-tenured teachers shall be evaluated by appropriately certificated members of the District administration not less than three (3) times each school year. These evaluations will be reasonably spaced throughout the school year.
2. All tenured teaches shall be evaluated by appropriately certificated members of the District administration not less than one (1) time per school year.
3. Observations shall be made by authorized New Jersey certificated supervisors and/or administrators.
4. Observations shall cover at least one (1) class period in the middle school and special area subjects and at least one (1) complete subject in the primary and elementary schools.

C. PERSONNEL FILES

1. A teacher shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her

during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in his/her judgment, the documents are obsolete or otherwise inappropriate to retain, they may be destroyed.

2. To review his/her personnel file, the teacher must give reasonable notice and no more than three (3) employees in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from his/her personnel file. An employee shall be permitted to have reproduced all materials in his/her personnel file upon reasonable notice and payment at the rate of 15¢ per page.
3. The Board shall not establish any separate personnel file which is not available for the employee's inspection. Should any other administrative files be maintained, no document shall be transferred to the official personnel file unless and until the provisions of Paragraph C(5) of this Article are complied with.
4. The Board agrees to protect the confidentiality of personal references, credentials and other similar documents.
5. No derogatory material shall be placed in an employee's official personnel file until the employee has had the opportunity to review it. Employees shall indicate that they have been given the opportunity to acknowledge that they have reviewed the document by signing it. However, signature shall not connote agreement with its contents. The employee shall have a right to submit a written response to such material and have the response attached to the file copy. Should the employee refuse to acknowledge review of the document by signing same, the document shall nonetheless become part of the employee's personnel file. A disclaimer shall be added to all evaluations stating: "Signature on this document signifies receipt and does not signify agreement with the document itself."

ARTICLE X-B

NON-CERTIFICATED STAFF-EVALUATION PROCEDURE

A. EVALUATIONS

1. Written evaluation policies and job descriptions adopted by the Upper Township Board of Education will be distributed to all staff members by October 1st, or within ten (10) days of the approval by the Board of any amendment thereof.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address or audio system, or similar devices, shall be with the full knowledge of the employee before such use.
3. An employee shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) days after such evaluation.
4. An employee's disclaimer of anything contained in the evaluation must be made in writing within ten (10) days of the conference. Copies of this disclaimer will be attached to each

party's copy of the evaluation.

5. No evaluation shall be placed in an employee's official file unless it has been reviewed and signed by the employee. The employee's signature shall indicate that he/she has seen the document, however, the signature need not connote agreement with its contents. A form shall be provided for the employee to respond to the evaluation. No employee shall be required to sign a blank or incomplete evaluation form.

B. PERSONNEL FILES

1. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, an employee shall have the right to indicate those documents in the file which he/she believes to be obsolete or otherwise inappropriate to retain. The Superintendent or his/her designee shall have the sole discretion to determine whether the document shall be retained.
2. To review his/her personnel file, the employee must give reasonable notice and no more than three (3) employees in any one (1) day shall avail themselves of this right. Under no condition shall any materials be removed by the employee from his/her personnel file. An employee shall be permitted to have reproduced all materials in his/her personnel file upon reasonable notice and payment at the rate of 15¢ per page.
3. No derogatory material shall be placed in an employee's official personnel file until the employee has had the opportunity to review it. Employees shall indicate that they have been given the opportunity to acknowledge that they have reviewed the document by signing it. However, the signature shall not connote agreement with its contents. The employee shall have a right to submit a written response to such material and have the response attached to the file copy. Should the employee refuse to acknowledge review of the document by signing same, the document shall nonetheless become part of the employee's personnel file. A disclaimer shall be added to all evaluations stating: "Signature on this document signifies receipt and does not signify agreement with the document itself."
4. The Board agrees to protect the confidentiality of the personal references, credentials and other similar documents.

ARTICLE XI
EMPLOYEE ASSIGNMENT

A. TEACHER ASSIGNMENT

1. All teachers shall be given notice of their grade level and subject assignments at issuance of contract unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties. Written notice of room and building assignments for the forthcoming year shall be given not later than the last school day of the current school year unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties.
2. The Superintendent shall assign all newly-appointed personnel to specific positions within the

subject area(s) and/or grade level(s) for which the Board has appointed said teachers. The Superintendent shall give notice of assignments to new teachers as soon as possible and, except in cases of emergency, not later than July 1st preceding the school year for which such assignment is made.

3. In the event that in the spring, or anytime thereafter, changes in grade level and/or subject assignments are made, the teacher affected shall be notified promptly in writing and, upon request of the teacher, the changes shall be promptly reviewed among the Superintendent or his/her representative, the teacher affected and, at his/her option, a representative of the Association.
4. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
5. Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate currently set by the Upper Township Board of Education for Board members and administrators. Teachers who are to attend a professional visitation shall be reimbursed at the same rate.
6. Teachers shall be required to return contracts offered no later than thirty (30) days after issuance unless a specific written request for extension of time is granted by the Administration.

B. NON-CERTIFICATED STAFF ASSIGNMENT

1. Non-certificated staff members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate currently set by the Upper Township Board of Education for Board members and administrators. Employees who are to attend a professional visitation shall be reimbursed at the same rate.
2. Non-certificated staff members shall be required to return contracts offered no later than thirty (30) days after issuance unless a specific written request for extension of time is granted by the Administration.

ARTICLE XII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. TEACHERS

1. Notification of Vacancies
 - a. When any vacancy and/or new position occurs, the Superintendent shall post the opening for ten days in all school buildings.
 - b. Employees who desire a change in grade, subject, or building, may file a written statement of such desire with the Superintendent. such statement shall include the grade, or subject, or assignment or building to which the employee desires to be assigned.

- c. As soon as a decision is made, within a reasonable time, the Superintendent shall post a list in each school with the name of all employees who have been reassigned and the nature of the reassignment.
- d. A copy of all postings and assignments shall be sent to the Association President.
- e. Any employee interested in vacancies, which may occur from the close of school until September 1, shall forward his/her name to the Association President by June 1. The Association President shall compile a master list and forward that list to the Superintendent prior to the last day of school. Superintendent shall mail appropriate notice to those employees who have submitted a written request.

2. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system as determined by the Superintendent of Schools.

B. SECRETARIES

1. Notification of Vacancies

- a. Whenever an opening occurs in any secretarial job classification, the announcement of such opening will be posted for three (3) working days in appropriate locations prior to being advertised, thus giving ample time for all interested employed secretaries to submit an application.
- b. Secretaries who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference.
- c. As soon as such a decision is made, within a reasonable time, the Superintendent shall post a list in each school of the names of all secretaries who have been reassigned or transferred and the nature of such reassignment or transfer and shall mail a copy of such list to the Association President.

C. AIDES

- 1. Aides 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 to which the aide desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- 2. As soon as such a decision is made, within a reasonable time, the Superintendent shall post a list in each school of the names of all aides who have been reassigned or transferred and the nature of such reassignment or transfer and shall mail a copy of such list to the Association President.

ARTICLE XIII
INVOLUNTARY TRANSFERS AND REASSIGNMENTS - TEACHERS

A. **NOTICE**

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

B. **MEETING AND APPEAL**

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the building principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at the time, upon request of the teacher, the Superintendent shall meet with him/her.

C. **PRIORITY IN REASSIGNMENT**

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred, however, the determination of the school district shall be final. A teacher being involuntarily transferred shall be placed in a position which does not involve a reduction in total compensation.

ARTICLE XIV
SICK LEAVE

A. **TEACHERS**

1. As of the beginning of September each year, all teachers employed on a 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.
2. Sick leave shall be in accordance with statute.
3. The Superintendent 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.
4. Any teacher may apply for the differential between his/her salary and the rate paid a substitute teacher. Such determination by the Board shall be made on a case-by-case basis in accordance with New Jersey Statutes 18A:30-6.
5. Workers compensation shall be provided in accordance with the dictates of New Jersey Statutes 18A:30-2.1.
6. Teachers employed in the summer school program shall be granted two (2) days of sick leave if employed two (2) months or any part of two (2) months during the summer, or one (1) day of sick leave if employed one (1) month or any part of one (1) month during the summer school program. For each sick leave day not used, the teacher will receive one (1) additional regular sick day to be added to his/her accumulated sick days.
7. Teachers shall be given a written accounting of accumulated sick leave no later than

September 30th of each school year. The accounting shall include the ten (10) days for the current year.

8. Any teacher returning from an extended illness shall be returned to the same or a similar position.
9. All teachers retiring from the system with ten (10) or more years of service in the Upper Township Schools shall receive the sum of \$45.00 times their accumulated unused sick leave days accrued during their employment in the Upper Township School District during contract year 2002-2003. Commencing with contract year 2003-2004 & 2004-2005, all teachers retiring from the system with ten (10) or more years of service in the Upper Township Schools shall receive the sum of \$50.00 times their accumulated unused sick leave days accrued during their employment in the Upper Township School district. Once a teacher notifies the Board of intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in the month in which the new budget becomes effective. It is understood that all accumulated sick leave to date and through the term of this contract shall be paid at the above rates. The maximum amount payable to a teacher upon retirement pursuant to this paragraph shall be \$10,000.00.
10. Teachers will receive the following in each academic school year:
0 sick or family illness days used - \$200 savings bond
1 sick or family illness days used - \$100 savings bond
Professional days, personal days, and bereavement days shall not be considered days used.

B. SECRETARIES

1. Personal Illness: Twelve (12) days for 12 month employees.
2. Compensation: The employee will receive his/her regular salary, but will be required to pay over the monies which he/she periodically receives from Workers Compensation in order for monthly payroll deductions to be continued.
3. All members of the Association retiring from the School District with ten (10) or more years of service in the District shall receive the sum of \$30.00 per day for contract year for 2002-2003. Commencing with contract year 2003-2004 & 2004-2005, secretaries shall receive the sum of \$35.00 per day for each day of accumulated unused sick leave accrued during employment in the Upper Township School District. Payment in accordance with this Article shall be during the fiscal year following the year in which an employee retires. The maximum amount payable pursuant to this paragraph shall be \$4,500.00.

C. AIDES

1. As of September 1st of each year, all instructional aides 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.
2. The Superintendent may request medical certification of all illnesses. This practice will not

normally be followed unless an instructional aide is absent three (3) or more consecutive days.

3. Worker's compensation shall be provided in accordance with the dictates of New Jersey Statute 18A:30-2.1.
4. Instructional aides shall be given a written accounting of accumulated sick leave no later than September 30th of each school year. This accounting shall include the ten (10) days for the current year.
5. All members of the Association retiring from the school district with ten (10) or more years of service in the District shall receive the sum of \$15.00 per day for each day of accumulated unused sick leave during contract years 2002-2003 accrued during employment in the Upper Township School District. Commencing with contract year 2003-2004 & 2004-2005, aides shall receive the sum of \$20.00 per day for each day of accumulated unused sick leave accrued during employment in the Upper Township School District. Payment in accordance with this Article shall be during the fiscal year following the year in which an employee retires. The maximum amount payable to an employee pursuant to this paragraph shall be \$2,000.00. This paragraph shall apply only to thirty (30) hour aides having ten (10) years of continuous service within the District.

ARTICLE XV
PERSONAL LEAVE

A. TEACHERS

1. 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 school year.
 - a. Death in Immediate Family: An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law and son-in-law. Two (2) days per event shall be granted for any other person residing in the domicile.
 - b. Serious Illness in the Immediate Family: An allowance of up to five (5) days annually shall be granted for a medically serious illness of father, mother, spouse, child, brother or sister. An allowance of up to two (2) days annually shall be granted for a medically serious illness of mother-in-law, father-in-law, grandmother or grandfather. Documentation of illness of immediate family member may be required by the Superintendent.
 - c. Leave of a Personal Nature: An allowance of up to two (2) days shall be granted upon written request provided:
 - (1) Personal leave shall not be used for entertainment, recreation or other employment.
 - (2) Requests for personal leave shall be filed with the Superintendent or his/her designee at least three (3) days in advance of the contemplated absence.
 - (3) Personal days will not be granted on the first five (5) days of school or on days immediately preceding or following a school vacation or any later than

the 31st of May. Exceptions may be granted for death of family members not defined in this contract, graduations or weddings.

- (4) The Superintendent or his/her designee shall review each application. If more than a total of six (6) teachers district-wide or more than three (3) per building request the same day off, then approval of the Superintendent or his/her designee shall be determinative.
- (5) In an emergency, the Superintendent or his/her designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize a personal day. (A situation not being able to meet the restrictions in C.2, C.3, or C.4. can constitute an emergency.
- (6) Any teacher who does not use personal days during a school year will receive (1) one additional sick day to be added to his/her accumulated sick days for each personal day not used.
- (7) The Superintendent or his/her designee may grant additional personal days under extenuating circumstances.

- d. Leaves granted pursuant to Section 1. above shall be in addition to any sick leave to which the teacher is entitled.

B. SECRETARIES

1. Serious Illness in the Secretary's Immediate Family - Shall be considered medically 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 annually shall be granted provided no other arrangements for attendance to the illness of the person can be made. Documentation of illness may be required by the Superintendent.
2. Death in the Secretary's Immediate Family - An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law and son-in-law. Two (2) days per event shall be granted for any other person residing in the domicile.
3. 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 at the recommendation of the Superintendent.
4. Absence From Office on Other School Business - As authorized by the Superintendent and the Board of Education.
5. Emergencies of a Personal Nature - An allowance of up to three (3) days shall be granted upon written request provided the request is in compliance with all restrictions. Personal leave shall not be used for entertainment, recreation or other employment.
6. No personal leave shall be granted immediately prior to or immediately after a school vacation.
7. Any employee who does not use personal days during a contractual year will receive one (1)

additional sick day added to his/her accumulated sick days for each personal day not used.

8. Leaves granted pursuant to Paragraphs 1-7 above shall be in addition to any sick leave to which the secretary is entitled.

C. AIDES

1. 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 school year.

- a. Death in Immediate Family: An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law and son-in-law. Two (2) days per event shall be granted for any other person residing in the domicile.
- b. Serious Illness in the Immediate Family: An allowance of up to five (5) days annually shall be granted for a medically serious illness of father, mother, spouse, child, brother or sister. An allowance of up to two (2) days annually shall be granted for a medically serious illness of mother-in-law, father-in-law, grandmother or grandfather. Documentation of illness may be required by the Superintendent.
- c. Leave of a Personal Nature: An allowance of up to two (2) days shall be granted upon written request provided:

- (1) Personal leave shall not be used for entertainment, recreation or other employment.
- (2) Requests for personal leave shall be filed with the Superintendent or his/her designee at least three (3) days in advance of the contemplated absence.
- (3) Personal days will not be granted on the first five (5) days of school or on days immediately preceding or following a school vacation or any later than the 31st of May.
- (4) In an emergency, the Superintendent or his/her designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize a personal day. (A situation not being able to meet the restrictions in C.2. or C.4. can constitute an emergency).
- (5) Any instructional aide who does not use personal leave days during a school year will receive one (1) additional sick day to be added to his/her accumulated sick days for each personal day not used.
- (6) The Superintendent or his/her designee may grant additional personal days under extenuating circumstances.

- d. Leaves granted pursuant to Section 1 above shall be in addition to any sick leave to which the aide is entitled.

ARTICLE XVI
PROFESSIONAL LEAVE
(TEACHERS)

- A. All members of the professional 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. A written estimate of anticipated expenses must be submitted in advance. 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 Superintendent 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 Superintendent in writing at least sixty (60) days prior to the beginning of the leave.
 3. Upon completion of either a short-term or extended professional leave, a complete report describing the professional activity shall be filed with the Superintendent.
- B. If the Superintendent grants professional leave under this Article, then all reasonable and necessary expenses shall be compensated.

ARTICLE XVII
EXTENDED LEAVES OF ABSENCE

A. **TEACHERS**

1. **International and Federal Programs**
A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who serves as an exchange teacher and is a full-time participant. Likewise, any tenured teacher who accepts a Fullbright Scholarship shall receive a leave without pay of up to two (2) years.
2. **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 leaves may be granted at the discretion of the Board of Education.
3. **Good Cause**
Other leaves of absence without pay may be granted by the Board of Education with good reason.
4. **Military Leave (N.J.S.A. 18A:29-11)**
5. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to his/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, if available, or, if not, to a substantially equivalent position.

6. A teacher with tenure may request a leave of absence without pay for one (1) year to teach in an accredited college or university, private school or other public school district.
7. The Board shall grant a leave of absence without pay to any tenured teacher for a period of either a full semester or a full year, to campaign for or serve in a public office.

B. SECRETARIES

1. Good Cause - Leaves of absence without pay may be granted by the Board of Education with good reason.

C. AIDES

1. Good Cause - Leaves of absence without pay may be granted by the Board of Education with good reason.

ARTICLE XVIII
CHILD-REARING LEAVE

A. TEACHERS

1. Child-rearing leave without pay shall be granted to a teacher with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth of a child beyond six months from the birth) and such leave shall continue until the commencement of the second semester or the beginning of the next school year provided application is made in writing, at least sixty (60) days prior to the beginning of such leave.
2. The teacher shall be reassigned to the position held at the time the leave was granted, if in the best interest of the children.
3. Adoption - Any teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.
4. Nothing herein is intended to preclude bona fide sick leave utilization in accordance with 18A:30-1, et seq. or after birth of a child, nor shall such teacher be precluded from returning to work because of such illness.

B. SECRETARIES

1. A maternity leave without pay shall be granted to all secretaries under tenure. This leave shall also be granted to non-tenured secretaries if the Building Administrator so recommends and the Board approves. 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. No tenured or non-tenured secretary shall be barred from returning to work after the birth of the child solely on the grounds 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 working. The Secretary shall be reassigned to the position held at the time the leave was granted, if possible.

C. AIDES

This provision is not available to instructional aides.

ARTICLE XIX
SUBSTITUTES

A. TEACHERS

A reasonable effort will be made by the Administration to secure substitute teachers for all absent certificated staff members. However, if a teacher loses a scheduled preparation period, then such teacher shall receive proportionate release time at the end of the day (and subsequent contiguous work days if necessary to compensate for the forfeited preparation time). The compensatory provisions of this section shall not be taken on days when the teacher is scheduled for after school duty or meetings. The teacher shall not receive less than his/her normal preparation time or shall be compensated as above.

B. AIDES

1. Any instructional aide who is a classroom substitute will receive the substitute rate of pay per day in accordance with the District's policy for substitute pay.
2. Any instructional aide currently making more per diem than the District's per diem substitute rate shall receive his/her current rate of pay for substitute work.
3. All substitute days, full or partial, shall be cumulative for compensation purposes.
4. Aides directed to cover a class or any part of a class after their contractual work day shall be compensated at their individual hourly rate.

ARTICLE XX
CLASS SIZE
(TEACHERS)

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at acceptable numbers as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests as deemed administratively feasible at the direction of the Board.

ARTICLE XXI
SABBATICAL LEAVES
(TEACHERS)

- A. One (1) member of the instructional staff may be granted a sabbatical leave of absence after seven (7) consecutive years of employment. He/She shall receive a salary which represents fifty percent (50%) of his/her regular salary. The Superintendent 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 and professionally-related travel.
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/her 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/her leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one-half (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/she 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/her request annually in writing to the Superintendent before the 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 Superintendent. The Superintendent, in turn, will submit his/her 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 (1) time.
7. When the teacher returns, she/he shall submit to the Superintendent a written report containing information on his/her activities during the period of his/her leave.
8. Sabbatical leaves shall not be subject to arbitration under the grievance procedure.

ARTICLE XXII
SALARIES

- A. The salary schedules of all employees covered by this Agreement are attached hereto and made a part hereof as set forth in salary policy and adopted by the Upper Township Board of Education.
- B. Teachers and Instructional Aides employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. They will receive their checks on the 15th and 30th of the month. Secretaries employed on a twelve (12) month basis will be paid in twenty-four (24) equal semi-monthly installments on the 15th and 30th of each month.
- C. When a payday falls on or during a school holiday, vacation, weekend or Monday, barring any unforeseen or uncontrollable problems, employees shall receive their paychecks on the last previous working day.
- D. Teachers and Instructional Aides shall receive their final checks on the last working day in June

pending completion of all obligations and requirements as set forth by the Superintendent barring unforeseen or uncontrollable problems.

- E. 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 or his/her shortcomings during the year.
- F. Each employee may individually elect to have a percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited with ABCO. After deposit by the Board, there is no further fiduciary responsibility upon the Board.

G. LONGEVITY - TEACHERS

- 1. Teachers having been employed in the Upper Township School District and having fifteen (15) actual years worked in the District shall be paid according to the schedules on the attached salary guides. Effective July 1, 1993, Longevity shall no longer be calculated as a percentage of base salary.
- 2. Longevity payments shall be calculated with the teacher's first day actually worked or begin the first pay period in September, whichever is sooner, and will be divided equally among all pay periods during the school year.

H. The Board shall provide direct electronic deposit of employee paychecks to a bank of choice at no cost to the employee. The Board's obligation for electronic deposit shall be limited to a maximum of two (2) banks for all members of the Association.

I. Based upon the Scattergram as agreed on October 24, 2002, total new dollars for salaries, to include longevity, for the bargaining unit, as follows:

Teachers/Certificated Staff:

First year	2002-2003	\$332,613	4.2%	\$2,150 per teacher on average
Second year	2003-2004	\$348,065	4.2%	\$2,250 per teacher on average
Third year	2004-2005	\$363,540.50	4.2%	\$2,350 per teacher on average

Secretaries:

First year	2002-2003	\$1126 – 12 mth., \$867 – 10 mth.	\$1100 per secretary on average
Second year	2003-2004	\$1126 – 12 mth., \$867 – 10 mth.	\$1100 per secretary on average
Third year	2004-2005	\$1228 – 12 mth., \$946 – 10 mth.	\$1200 per secretary on average

Aides:

First year	2002-2003	\$603 - 7 hr., \$517 - 6 hr.,	\$550 per aide on average
Second year	2003-2004	\$603 - 7 hr., \$517 - 6 hr.,	\$550 per aide on average
Third year	2004-2005	\$658 - 7 hr., \$564 - 6 hr.,	\$600 per aide on average

J. Entry level salary for secretaries shall be as noted in the approved Salary Guides.

ARTICLE XXIII
EXTRA COMPENSATION
(TEACHERS)

- A. Extracurricular duties by certificated personnel, authorized by the Board of Education, shall be compensated with extra pay. The hourly pay shall be increased by: 2002-2003 4.2% \$23.51, 2003-2004 4.2% \$24.50 and 2004-2005 4.2% 25.53, provided the activity involves a minimum of ten (10) children. The following moderators shall be paid at the hourly rate: Think Team, Honor Society, Eighth Grade Advisor; Computer Clubs; Homework Clubs; Garden Club, Golf Club and Art Club.
- B. The following coaches and moderators shall receive an additional stipend of \$1587 for 2002-2003; \$1653.65 for 2003-2004; and \$1723.10 for 2004-2005:

Soccer, Basketball, Baseball, Volleyball, Yearbook, Student Council, Track, Drama, Field Hockey, Newspaper; Band Director, Cross-Country, Middle School Chorus and Softball, Elementary School Choir.

The following shall receive 1/2 of the coaches' stipend:

Assistant Coach

- C. Summer school teachers shall be paid at the following hourly rate: 2002-2003 - \$24.70; 2003-2004 - \$25.74, and 2004-2005 - \$26.82.
- D. Homebound instruction will be compensated at 2002-2003 - \$28.21, 2003-2004 - \$29.39, and 2004-2005 - \$30.62.
- E. All certificated personnel (i.e. teachers) performing any duties beyond their regular scope of contracted duties, provided they are recommended by the Administration and approved by the Board, and not specifically mentioned in this agreement, will be paid at the rate of: 2002-2003 - \$24.70, 2003-2004 - \$25.74, and 2004-2005 - \$26.82.
- F. Beginning with contract year 2000-2001, the Distance Learning Coordinator and Computer Coordinator shall be recognized under this contract. Salary for these positions shall not exceed the amount paid to each position during the 1999-2000 school year.

ARTICLE XXIV
INSURANCE PROTECTION

A. **HEALTH CARE COVERAGE**

- 1. As of the beginning of each school year, the Board shall provide the health care insurance protection as designated below.
- 2. The Board of Education shall pay the full premium for each individual employee and, in cases where appropriate, for family plan insurance coverage as follows: Major medical and hospitalization coverage at levels consistent with those offered by the New Jersey State Health Benefits Program, and a co-pay prescription plan: \$10.00 generic, \$15.00 brand name and

\$25.00 non-formulary drugs, without contraceptive and without fertility drugs.

Deductibles on health insurance coverage for Blue Cross/Blue Shield Pace shall be increased to \$250.00 per individual and \$400.00 for family coverage effective April 1, 2003.

The prescription plan shall be a mandatory generic plan unless a doctor specifically prescribed a name brand.

3. 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.
4. Dual Health Coverage: Those employees having dual health coverage, (i.e., coverage provided by a spouse or other member of the employee's family) shall be permitted to decline health insurance coverage as provided by the Board pursuant to this contract, and, if so electing, shall receive a stipend of \$1,750.00 per year. In the event of a change of life event, such as death or divorce of spouse, or loss of insurance coverage, and as permitted by the health insurance carrier, the employee shall be permitted to re-enroll in the Board's health insurance plan without penalty. This proposal is contingent upon a Cafeteria 125 Plan being established in accordance with Internal Revenue Service Guidelines. The current Section 125 Plan used for dual health insurance to be expanded to permit medical accounts, day care accounts, etc.
5. New hires as defined by this contract shall be provided with singles only coverage until such time as tenure is achieved or after three (3) years continuous employment within the District. Those new hires shall have the option of purchasing additional coverage at the group rate at their own expense.
6. New hires shall be defined as those employees employed by the Board as of or after September 1, 1996.
7. Part time employees may purchase supplemental insurance by means of automatic payroll deduction at group rates as permitted by the insurance carrier master contract.

B. COMPLETE ANNUAL COVERAGE

1. Teachers and Instructional Aides: For each teacher or instructional aide 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 on behalf of the teacher or instructional aide shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. Secretaries: For each secretary who remains in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th.

C. INCOME PROTECTION

The Administration shall permit representatives of the Prudential Financial Plan to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverage at meetings on a district or building level called by the Association after school hours. Requests for such meetings shall be made no more than once a year. It is agreed that the Prudential Financial representative shall be permitted a minimum of twenty (20) minutes for the meeting. At employee cost, Board shall carry AFLAC Plan to be funded by employee payroll deduction. This is in addition to Prudential Financial

D. DENTAL INSURANCE

The Board will provide family coverage for all employees in the amounts indicated in the agreement signed between the Board and the insurance carrier. The Board agrees to request the insurance carrier to provide a description of the dental care insurance coverage provided under this Agreement to each employee.

E. Debra Salotti shall be considered to be grandfathered and entitled to health benefits, notwithstanding her position as a thirty (30) hour employee. Should she request coverage or the right to opt out of coverage, she shall be entitled to same.

ARTICLE XXV
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the national, state, county and local education associations. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, (N.J.S.A. 52:14-5.9e) and under rules established by the State Department of Education.

B. The Board agrees to implement the four (4) tax sheltered annuity programs selected by the Association in addition to the State TPAF Plan.

ARTICLE XXVI
MENTORING
(TEACHERS)

A. Because of the need for the mentor and the provisional teacher to observe one another and to plan certain lessons together, appropriate release time will be provided both teachers by the District for this purpose. This time will be exclusive of scheduled prep times and shall be within student contact time.

B. The District shall continue to provide in-service training for interested teachers so that in the future it will be possible for different teachers to volunteer for the position each year.

C. Fee shall be paid in accordance with New Jersey statute.

ARTICLE XXVII
TUITION REIMBURSEMENT

A. **TEACHERS**

1. The Board agrees to reimburse any fully certificated member of the instructional staff for credits toward graduate degrees or for courses approved by the Superintendent. All requests for such courses shall be submitted prior to enrollment to the Superintendent for approval.
2. The Board will reimburse each individual up to \$1000.00 per year and the Board's liability for this benefit for teachers capped at \$21,000.00 per year. Priority of payment shall be to (1) tenured teachers matriculating into a graduate program for degrees or enrolled in a program for certification; (2) Tenured teachers; (3) Non-tenured teachers matriculating into a graduate program for degrees or enrolled in a program for certification; and (4) Non-tenured teachers.
3. Said reimbursement is to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be no lower than a "B", except in cases of a pass/fail option where a passing grade shall be required.

B. **AIDES AND SECRETARIES**

The Board agrees to pay any member of the instructional aide or secretarial staff for credits toward further educational courses or seminars or institutes and workshops approved by the Superintendent. All requests for such courses shall be submitted, prior to enrollment, to the building principal and the Superintendent for approval. The Board will reimburse such individual up to \$700.00 per year, to a maximum of \$3,000.00 per year for all secretaries and \$3,000.00 per year for all instructional aides. Said reimbursement is to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, all grades and/or attendance requirements must be met. If a grade is received, the grade received must be no lower than a "B", except in case of a pass/fail option where a passing grade shall be required.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

A. **TEACHERS**

1. 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.
2. 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.
3. 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.

4. Tenured teachers shall receive a letter from the Board stating that they will be employed by the Board for the coming school year. Said letter shall include a statement of the teacher's salary for the school year in question.
5. To be eligible to proceed to the next step, a teacher must have been paid for at least ninety (90) days in the school year prior to the movement.
6. Any teacher intending to relinquish his/her position shall give the Superintendent a minimum of sixty (60) days written notice of his/her intention to do so.

B. SECRETARIES

1. Length of Service - Length of service is the amount of continuous service since date of last engagement by the Board.
2. Part-Time or Temporary Secretary - The provisions herein apply to regular, full-time secretaries only. Absences of part-time or temporary secretaries are dealt with at the discretion of the building principal, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits, not to exceed those stipulated for regular, full-time employees, may be granted.
3. Secretaries and aides shall give a minimum of ten (10) working days written notice to the Superintendent of their intent to relinquish their position. Said written notice shall specify the requested date of resignation or retirement. The Superintendent, in his/her sole discretion, may grant an earlier date on a case-by-case basis.

C. ALL EMPLOYEES

1. 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 to be in full force and effect.
2. 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 the Agreement shall be the responsibility of the Upper Township Board of Education.
3. 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.

ARTICLE XXIX
REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee or certified staff member does not become a member of the Association during any

membership year (i.e, from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as majority representative.

B. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the NJEA in accordance with the law.

C. DEDUCTION AND TRANSMISSION FEE

1. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the NJEA shall notify the Board of Education as to the names of those employees who are to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first pay check in February.

(Please note: The representation fee deducted shall be retroactive to September 1st).

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

a. Clarification: If dues for members are paid by automatic payroll deduction; fees paid by fee payers shall be in the same manner. Cash payment is only accepted if members also pay in cash.

b. Dues deducted are submitted to NJEA, as are representative fees, not to the local association.

5. Changes

The Association will notify the Board of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made more than 10 days after the Board received said notification.

- 6. New Employees
On or about the last day of each month, beginning with the month, this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- 7. The Association shall indemnify and hold the board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.
- 8. The Association agrees that it shall have in place provisions for a demand and return system as required by law.

ARTICLE XXX
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect June 30, 2005.
- 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.

UPPER TOWNSHIP TEACHERS ASSOCIATION

UPPER TOWNSHIP BOARD OF EDUCATION

CO-PRESIDENT

PRESIDENT

CO-PRESIDENT

SECRETARY

SECRETARY

CHAIRPERSON, NEGOTIATIONS

CHIEF NEGOTIATOR