

**AGREEMENT**

**between the**

**UPPER SADDLE RIVER EDUCATION ASSOCIATION**

**and the**

**BOARD OF EDUCATION OF UPPER SADDLE RIVER**

**2019 - 2020**

**2020 – 2021**

**2021-2022**

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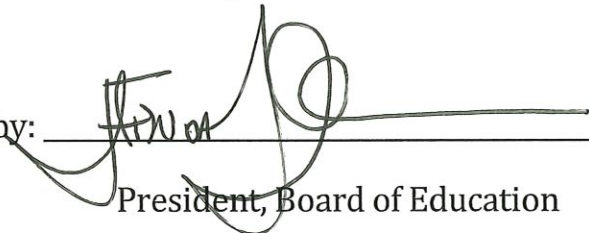
**I. PROVISIONS APPLICABLE TO ALL EMPLOYEES IN THE BARGAINING UNIT**

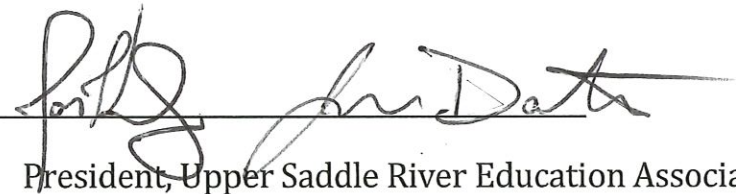
**PREAMBLE**

This Agreement\*, entered into this 16 day of December 2019, by and between the Board of Education of Upper Saddle River, New Jersey, hereinafter called the "Board," and the Upper Saddle River Education Association, hereinafter called the "Association," for the contractual years 2019-2020, 2020-2021, and 2021-2022.

**WHEREAS**, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

**WHEREAS**, the Parties have reached certain understandings which they desire to confirm in this Agreement.

Validated by:   
\_\_\_\_\_  
President, Board of Education

Validated by:   
\_\_\_\_\_  
President, Upper Saddle River Education Association

In consideration of the following mutual covenants, it is hereby agreed as follows:

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\*This agreement is divided into 6 sections; Section I is applicable to all employees in the bargaining unit; Section II applies only to Teachers; Section III applies only to Secretaries; Section IV only to Custodians; Section V to Paraprofessionals; and Section VI contains the Salary Schedules.

**ARTICLE 1**  
**RECOGNITION**

A. The Board hereby recognizes the Upper Saddle River Education Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for negotiating unit members.

Those represented by the Association shall include all certificated personnel under contract, whether on leave, employed or hereafter employed by the Board as Teachers, Certified School Nurses, Media Specialists, Guidance Counselors, Social Workers, Speech Pathologists, Occupational Therapists, Physical Therapists, Learning Disability Specialists, and Psychologists. Also included shall be Secretaries, Paraprofessionals, Custodians, Grounds Keeper and Maintenance Person, excluding the Secretaries to the Superintendent, the Secretary to the Business Administrator, the Payroll/Benefits Secretary, Accounts Payable Clerk and all other classifications of employees.

B. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association. The term "support staff" shall refer to all covered employees other than "teachers"; the term "custodian" shall refer to custodians, grounds keeper, and maintenance person; the term "secretary" shall

refer to secretaries. The term "paraprofessional" shall refer to all classroom aides employed by Upper Saddle River administrative personnel with the exception of lunch aides. The term "employees" refers to the entire bargaining unit collectively.

C. This recognition shall not impair the right of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution or any applicable law or State administrative regulation now or hereafter enacted or promulgated.



## **ARTICLE 2**

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all terms and conditions of employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission in the year preceding the calendar year in which agreement expires. Any agreement so negotiated shall apply to all employees specified, be reduced to writing, be signed by the Board and the Association, and be adopted by a majority vote of the full Board of Education at a public meeting after ratification by the membership of the Association.

B. During negotiations, after the presentation of proposals by each party, the Board and the Association shall present relevant data, exchange points of view and counter proposals. The Board will make available for inspection by the Association, on reasonable request, such records, data and information, as are public, not confidential, and not the work product of the Board.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

**D.** This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter (except for a future agreement), 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.

**E.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

A. 1. A grievance is a claim based upon an alleged misinterpretation, misapplication, or violation of this Agreement which affects the terms and conditions of employment in this Agreement inclusive of claims based upon changes in Board policy or Administrative Procedure which allegedly affect the terms and conditions of employment in this Agreement.

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 and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. An "immediate supervisor" shall mean the person who has the responsibility for immediate, direct administration of the aggrieved person.

5. "School day" shall mean a day in which the central office is open to transact business and classes are being conducted.

B. 1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time arise concerning the interpretation, application or alleged violation of this Agreement affecting the terms and conditions of employment. Both parties agree that these proceedings

will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any covered employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

### **C. General Provisions**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed by a ten-month employee at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Employees shall have the right to participate or to refrain from participation in the grievance procedure without fear of coercion,

interference, restraint, discrimination or reprisal from any party to this agreement.

4. An aggrieved person shall have the right to be represented by an association representative(s) of his/her choice.

5. Each party shall have access to all written statements and records pertaining to such case, except that data regarding individual employee regarded as confidential by the Board shall be released to the Association with the written consent of the individual employee involved.

6. All hearings shall be confidential to the parties in interest.

7. Both parties agree that they will act responsibly in attempting to expedite this grievance process.

8. At each step of the procedures, if differences are not resolved within the prescribed time, the aggrieved person has the right to move directly to the next stage.

9. At each step of this procedure, failure by a grievant to appeal a decision within the specified time limit shall be deemed to be an acceptance of that decision at the previous level provided however that said failure to appeal is not due to or the result of illness.

## **D. Procedure**

### **1. Level One**

An aggrieved person shall within forty-five (45) days of the alleged occurrence constituting the grievance discuss it with his/her Principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

### **2. Level Two**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The written grievance shall contain the following elements:

- a.** The nature of the grievance and date occurred.
- b.** The specific section or sections of the Agreement alleged to have been violated.
- c.** The results of the previous discussions.
- d.** The employee's dissatisfaction with the decision previously rendered.

- e. The specific relief sought.

Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee shall refer it to the Superintendent of Schools.

### **3. Level Three**

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, the grievant may, within five (5) school days after a decision by the Superintendent, or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit his/her grievance to the Board of Education. If the PR&R Committee determines to submit the grievance to the Board of Education, it shall do so within fifteen (15) school days after receipt of a request by the aggrieved person. In submitting such a grievance to the Board of Education, the PR&R Committee shall state in writing the nature of the claim, the factual allegations of the grievant and of other parties involved, findings of fact with respect to any factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations including, but not in limitation, an appropriate remedy.

**b.** Within five (5) school days after receipt of such a written submission of the grievance from the PR&R Committee, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable time and place for the Board to hear the grievance. In any event, the Board shall schedule a hearing as promptly as possible and in no event later than twenty (20) school days from the date of the submission of the grievance in writing to the Board, and the Board shall hold such hearings as are necessary and issue its decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then the date upon which the written statement of the grievance and proof on the issues have been submitted to the Board. The Board's decision shall be in writing and shall set forth its determination on the issue or issues presented.

#### **4. Level Four**

**a.** If the PR&R Committee is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the PR&R Committee may submit the matter to arbitration, in the manner hereafter provided, by serving a written notice upon the Board of the Committee's intent to arbitrate within ten (10) days after decision by the Board.

**b.** Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to



agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the

Association. Any other expenses incurred shall be paid by the party incurring the same.

e. Binding arbitration under this Agreement shall apply only to administrative decisions which contravene or misapply the provisions of this Agreement in such a way as to affect the terms and conditions of employment in this Agreement and such administrative decisions shall include any changes in Board policy or administrative procedure which so affect the terms and conditions of employment in this Agreement; but no Grievance shall be arbitrable that involves the discipline of any employee, the non-renewal of non-tenure employees, or any other matter for which a method of review is provided in PERC or under the Commissioner of Education or otherwise provided for by statute.

**E. 1.** A grievant may represent himself at any stage of the grievance procedure or, at his/her option, a grievant may elect to be represented by the Association at any step subsequent to Stage One.

**2.** No grievant shall be denied the right to use the procedure herein established by reason of membership in the Association or lack thereof, but no employee organization other than the Association shall be privileged to present grievances.

**3.** When at the option of the employee he/she is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure following Level One.

4. Should the Board or any of its agents or employees determine to meet with an employee organization other than the Association (which organization purports to represent employees in the unit) for the purpose of hearing the views and requests of its members, the Association shall be informed of the meeting and shall have the right to be present and state its views, and any changes or modifications in terms or conditions of employment arising out of or by reason of such meeting shall be made only through negotiation with the Association.

5. Only the Association or persons represented by the Association shall be entitled to use Level Four of the grievance procedure herein provided for.

F. All grievances shall be initiated within forty-five (45) calendar days of the time when the grievant knows or reasonably should have known of the alleged occurrence constituting the grievance. Any grievance not so initiated within the forty-five (45) calendar day period shall be deemed conclusively waived.

G. 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Principal or immediate supervisor or, if more appropriate, to the Superintendent directly, in which case the processing of such grievance shall be

commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure.

2. Decisions rendered at Level Two which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Three (a) and Three (b) of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and copies thereof may be kept in the personnel file of any of the participants.

4. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Board or its designee and the Association and given appropriate distribution so as to facilitate operation for the grievance procedure.

5. No meetings and hearings under this procedure shall be conducted in public and such meetings shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

## ARTICLE 4

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, if reasonable, or otherwise to make available for inspection, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, notices of special meetings, and minutes of all public Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint, provided that the Board shall not be required to furnish any information under this paragraph which is not public information or which is confidential or the work product of the Board or Administration.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay, provided that nothing herein shall be construed to require that such negotiations, grievance proceedings, conference or meetings be scheduled during working hours.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or regular teacher assignments and such representatives have checked in with the Principal of the building.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to the provisions of the Board's "Rules for Use and Rental of Facilities and Equipment", provided, however, that the Association shall not be required to furnish insurance certificates, shall not be denied use of the facilities unless there is a conflict with other scheduled events, shall make its application to the Secretary of the Board, rather than to the Board, and such application shall be determined by the Board's Secretary after consultation with the building Principal, that the Association shall not be required to pay for a custodian if their meeting occurs when the custodian is ordinarily on the premises, and that the Board or its agents will not unnecessarily interfere with Association meetings.

E. The Association shall have the right to use school equipment and facilities when such equipment and facilities are not otherwise in use or about to be used. The Association shall furnish all materials and supplies required for use of such equipment or incidental thereto. The Association shall be responsible for

providing experienced and qualified operators of any such equipment, and permission shall in all cases be obtained from the building Principal or the person in charge of the equipment before the equipment is used. Damage by reason of negligence of operation shall be the Association's responsibility.

**F.** The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. No approval shall be required of the material to be posted on such bulletin boards.

**G.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building Principals or other members of the Administration, provided that no Board personnel shall be required to assist the Association in use of such boxes of facilities, and the Association shall not overburden such inter-school facilities.

**H.** During any orientation program for new employees scheduled by the Board, the Association shall be allocated one hour for the purpose of conducting Association programs of any kind to which the new employees may be invited. The Board shall not discourage attendance at such programs.

**ARTICLE 5**  
**JOB POSTING**

A. The Board will post for a period of ten (10) working days openings for all unit positions which arise during the school year, time permitting, and for a period of two (2) weeks (fourteen (14) calendar days) for all unit positions which arise at any other time. Members of the negotiating unit will be given the opportunity to apply for posted openings. A copy of the notice posted will be sent to the Association. Applications received after the period of posting need not be considered.

B. Any ten month employee who desires to apply for a different position which may be filled during the summer period shall submit his/her name to the Superintendent, together with the position for which he/she wishes to apply, and an address and telephone number where he/she can be reached for the summer. The Superintendent, or his designee, shall notify the Association and only these employees of any vacancy in a position for which they have applied. Such notice shall be sent as far in advance as is practicable.

C. The filling of the vacancies shall not be grievable.



## **ARTICLE 6**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

**A.** An involuntary transfer or reassignment shall be made only after the employee has been given an opportunity of a meeting with his/her Supervisor, Principal or the Superintendent, at which meeting the employee shall be notified of the reason therefore. The validity of such reason shall not be grievable.

**B.** A list of open positions in the school district for which the employee is qualified shall be made available to all employees being involuntarily transferred.

**ARTICLE 7**  
**PROMOTIONS**

A. All vacancies in positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility shall be posted for a period of two (2) weeks (14 calendar days). A copy of the notice posted will be sent to the Association. Members of the Association may apply for such positions. Applications received after the two (2) week period of posting need not be considered.

B. Any ten-month employee who desires to apply for a promotional position which may be filled during the summer period shall submit his/her name to the Superintendent, together with the position for which he/she wish to apply, and an address and telephone number where he/she can be reached for the summer. The Superintendent, or Superintendent's designee, shall notify the Association and these employees of any vacancy in a position for which he/she have applied. Such notice shall be sent as far in advance as is practicable.

C. The filling of the vacancies shall not be grievable.

**ARTICLE 8**

**EMPLOYEE-ADMINISTRATION LIAISON**

**A.** The Association shall select a Liaison Committee of not more than six (6) persons and inform the Board of the Committee members each September. The purpose of the Liaison Committee is to provide an opportunity for the Association, the Board of Education, and the Administrators, jointly or separately, to discuss any questions, problems, or mutual objectives that may arise and shall not circumvent Article II hereof.

**B.** If both parties agree to schedule a meeting, within one week of the request, a meeting will be scheduled at a mutually agreed upon future date and time.

## **ARTICLE 9**

### **SALARIES**

A. The salaries of all employees covered by this Agreement shall be as set forth in Schedules "A" through "F" which are attached thereto and made a part thereof. Salary increases of 3.1% for each year of the agreement inclusive of increment. All salary increases shall be retroactive to July 1, 2019. All employees shall be frozen on their step at the conclusion of this agreement until a successor contract is ratified.

1. All employees' pay shall be direct deposited in accordance with State Law commencing July 1, 2014. Ten-month employees may individually elect by filling in the appropriate form when returning their contracts to have a dollar amount (up to ten (10) percent of their monthly salary) deducted from their paychecks and held on deposit for them by the Bank utilized by the Board for payroll processing and in accordance with the terms of the agreement between the Board and said bank. Withdrawals from this account may be made by the employees in accordance with the provisions of the bank plan or the teachers may allow all deposits to accrue (with interest if applicable) and the proceeds of same to be paid annually to the teacher on or about July 15, in accordance with the Board/Bank agreement.

2. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

**3.** Ten-month employees shall receive their final checks for the current school year on the last day on which their attendance is required.

**B.** The Board shall have the right to award a merit pay stipend, or bonus, in its discretion, to any bargaining unit member. The maximum any one individual may receive under this program shall be \$1,000 per year.

**ARTICLE 10**

**DEDUCTION FROM SALARY**

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Upper Saddle River Education Association and its affiliates as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Upper Saddle River Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the appropriate form.

2. The Upper Saddle River Education Association and its affiliates shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice at least one month prior to the effective date of such change.

B. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations.

## ARTICLE 11

### INSURANCE PROTECTION

A. 1. The Board shall provide coverage through the School Employees' Health Benefits Program, as limited by the paragraph below, including prescription benefits for each employee and, in cases where appropriate, for family, husband and wife, parent and child, and state-certificated domestic partner plan coverage. All employees shall contribute to his/her health insurance coverage in accordance with the rates set forth by New Jersey State Law. (Ch. 78, P.L. 2011). Prescription benefits (for entities without a freestanding prescription plan) will be provided by the Board at a level equal to or better than the current coverage provided by the School Employees' Health Benefits Program.

- Year 2019-2020: Employee contributions shall be capped at a maximum contribution of twenty-six percent (26%) up to a maximum dollar amount between the Chapter 78, Tier IV rates and the twenty-six percent (26%) cap not to exceed a total of seventy thousand dollars (\$70,000.00) per year.
- Year 2020-2021: Employee contributions shall be capped at a maximum contribution of twenty-six percent (26%) up to a

maximum dollar amount between the Chapter 78, Tier IV rates and the twenty-six percent (26%) cap not to exceed a total of seventy thousand dollars (\$70,000.00) per year.

- Year 2021-2022: Employee contributions shall be capped at a maximum contribution of twenty-six percent (26%) up to a maximum dollar amount between the Chapter 78, Tier IV rates and the twenty-six percent (26%) cap not to exceed a total of seventy thousand dollars (\$70,000.00) per year.
- If the above-noted maximum dollar amount is exceeded in the above-referenced year, the parties agree to meet to determine how to allocate the Ch. 78 reduction to meet the capped amount set forth above. Each September of the contract term, representatives for the Board, the President(s) of the USREA, the head negotiator for the USREA, and the Superintendent will meet to review the upcoming year's health care premium costs, which are effective each January 1st. If the upcoming year's health benefits premium increases will cause the Ch. 78 Tier IV cap to exceed the maximum dollar amount set forth in the



contract, the Ch. 78 Tier IV cap will be adjusted so as to not exceed the maximum dollar amount set forth in the contract and the adjusted Ch. 78 Tier IV cap will be put into effect no later than January 1st of that school year and will apply until June 30th of the same year.

- Employees currently eligible for health insurance may waive their health coverage in exchange for a cash payment. In order to be eligible, he/she must be enrolled in a comprehensive health insurance plan somewhere other than the Upper Saddle River Board of Education.
- He/she must be able to supply proof of his/her enrollment.
- If he/she is eligible and interested, the cash payment would be as follows:

<b>If employee is enrolled in:</b>	<b>By June he/she would be paid:</b>
Single Coverage	\$1,500.00
Parent/Child Coverage	\$2,200.00
Husband/Wife or Domestic Partner Coverage	\$3,200.00
Family Coverage	\$4,000.00

- If he/she elects to waive his/her health benefits he/she will not have the New Jersey State Law salary deduction taken from his/her pay.
- If he/she elects to waive his/her health benefits, he/she cannot change his/her election until the open enrollment period in October (for the following January) unless he/she has a change in family status (ex. lose health insurance). If he/she accepts the waiver and then reenrolls in the plan before the end of the plan year, the payment will be prorated.

2. The Board shall provide for each Association member and their family a dental, vision, and disability plan. The cost of these plans shall be borne by the Board. The coverage shall remain equal to or better than current plans.

3. The Board shall keep such coverage in effect and pay the premiums therefore for a full twelve (12) month period, except as follows:

a. If an employee resigns or is otherwise terminated at a time other than at the end of the contract year, coverage will be terminated at the end of the month following the month of termination.

**b.** The Board shall not be required to keep such coverage in force for any employee on an extended leave of absence, but any such employee may elect to reimburse the Board for its costs and thereby keep such coverage in force.

**c.** The Board shall provide to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above, provided that such a description of coverage can be obtained from the carrier or carriers.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

**A.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**B.** Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

**C.** The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**D.** After the agreement is signed, a copy of said agreement will be posted on the staff website. Any employee being considered for employment may inspect a copy of the Agreement.

E. 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 by a registered letter at the following addresses:

1. If by the Association, to the Board at 395 West Saddle River Road, Upper Saddle River, New Jersey 07458.

2. If by the Board, to the Association at 395 West Saddle River Road, Upper Saddle River, New Jersey 07458.

F. All Board of Education Policies will be available online through a link on the district website.

G. In accordance with State Law- Senate No. 1087—amending P.L. 1968 (C 303)-11-53:

1. Propose new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

2. **Statutory Clause:** Nothing contained herein shall be construed to deny or restrict to the employees or the school board such rights as either may have under New Jersey School Laws (including Chapters 123 and 303). The rights granted here shall be deemed to be in addition to those provided by New Jersey School Laws.

3. **Waiver:** The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

4. **Modification:** This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 13**

**DURATION OF AGREEMENT**

This Agreement, which was ratified on December \_\_, 2019, shall continue in effect until June 30, 2022, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**ARTICLE 14**

**NO STRIKE, NO SANCTIONS**

The Association agrees to refrain from strikes, work stoppages, boycotts, sanctions and other concerted action against the Board or the District for the term of this agreement.



## **II. PROVISIONS APPLICABLE TO TEACHERS ONLY**

### **ARTICLE 15**

#### **TEACHER RIGHTS**

**A.** The rights of each and every teacher in the unit herein recognized are protected pursuant to the terms, conditions and application of Public Law, 1974, Chapter 123.

**B.** Nothing contained 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 where these rights shall be enforced exclusively by the appropriate statutory procedure. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

#### **C. Separation**

All non-tenure teachers not to be re-employed will be notified in writing by the Superintendent at the time staff appointments are being made.

A non-tenure teacher who is not to be recommended for reappointment will be notified in writing by his immediate superior by May 15.

Nothing in this Agreement shall be construed to limit the absolute right of the Board to decline to employ or to reemploy any non-tenure teacher for any

reason whatever or for no reason at all except as such power is explicitly now or hereafter limited by law.

**D.** Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice by the Board or its designee of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

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

**F.** There shall be no discipline for arbitrary or capricious reasons.

## **ARTICLE 16**

### **TEACHING HOURS AND TEACHING LOAD**

**A.** The weekly teaching load, meaning scheduled contact with classes or groups of children for instructional or classroom supervisory purposes, shall not exceed twenty-six and three fourths (26¾) hours per week.

**B.** All teachers shall have a daily duty-free lunch period of at least forty (40) minutes.

**C.** Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, provided they check out and check in at the office. Certificated school nurses may also leave the school grounds during their lunch, providing that one registered school nurse is on duty during that time on each side of the district campus (i.e. one registered school nurse is at Bogert/ Reynolds, and one is at Cavallini.)

**D.** All instructional staff members are entitled to forty (40) minutes of uninterrupted preparation time daily. The forty (40) minutes will be designated by the supervisor and will occur between 7:45 a.m. and 2:45 p.m. In the event that the presence of the teacher is requested at a meeting or professional development workshop during his/her scheduled preparation period, the teachers will expect to have preparation time that day from 2:30 to 3:10 p.m. Specifically, from 2:30 to 3:10 p.m. on the day of the missed

preparation period, the teacher will not be expected to meet with parents, students or other staff members.

Teachers who normally meet with various groups of children throughout the day may be assigned preparation time for fewer than forty (40) minutes to allow for the successful transition between groups of children. If such itinerate preparation time is assigned, full-time teachers so impacted will be provided with at least thirty (30) minutes of uninterrupted preparation time daily in addition to the shorter periods throughout the day for a total of at least forty (40) minutes.

2. Ordinarily, teachers will not be required to attend building or general faculty meetings during a week when a required in-service program is scheduled. Ordinarily, Mondays will be reserved for these meetings and in-service training programs.

3. Every effort will be made to terminate general faculty meetings by 4:00 p.m. If, however, a need arises for a special meeting extending beyond 4:00 p.m., or for one which must take place on a day other than a Monday, teachers will be notified in advance.

4. Teachers may be required to attend in-school meetings from student dismissal time until normal teachers' dismissal time on any school day.

**E.** Each teacher is required to report by 7:45 a.m. for non-instructional time and must be in his/her classroom by 7:55 a.m. Teachers shall be permitted to leave at 3:10 p.m., subject to the additional requirements of paragraphs D.2, 3, 4, F, and G of Article 16

**F.** Each teacher shall continue to be available to meet with parents regarding student problems. Said meeting shall be mutually scheduled by the individual parents and teachers involved, and if necessary, may be at other than normal school hours, including evenings.

**G.** Each teacher shall be required to complete two (2) evening duties during the course of the school year one (1) of which shall be curriculum night or back to school night. These duties shall be without early dismissal, release time, or additional compensation. The following duties would suit this requirement:

1. Curriculum Night
2. Evening Parent Conference
3. Chaperoning a School Event
4. Other such presentations or school meetings

Any evening requirement above these two will be compensated at the rate of \$55.00 per occurrence.

**H.** Teachers shall assist in supervision of official school activities during the course of the school day providing said assignments are reasonable and equitably distributed.

**I.** Notwithstanding paragraph E, upon mutual agreement of an individual staff member and the Administration, flexible work schedules may be arranged on an annual basis, or, if agreed, for a shorter duration.

**J.** Beginning September 1, 2015, the middle school schedule will be adjusted to result in scheduled preparation time for every teacher, every day.

## **ARTICLE 17**

### **TEACHER ASSIGNMENT**

**A.** Teachers will be given written notice of class or subject assignment as soon as possible. They will be notified as soon as possible of any change of such assignments. A reasonable effort will be made to avoid such changes after August 1st. Teachers' requests for changes after August 1st need not be accepted.

**B.** Teachers who may be required to use their own automobiles in the performance of their duties outside the school complex shall be reimbursed for all such travel at the State of New Jersey approved rate then in effect.

**C.** If a teacher is notified of a change in room assignment after June 30<sup>th</sup> which results in the teacher volunteering to come in over the summer in order to accommodate the move, the teacher will be reimbursed at his/her daily rate for a maximum of one (1) day's pay.

## **ARTICLE 18**

### **TEACHER ASSESSMENT AND INSTRUCTIONAL IMPROVEMENT**

#### **A. General Procedures**

##### **1. Purpose**

All teachers shall be evaluated in accordance with the procedure specified herein at least once each contract year. Evaluation shall be conducted for the main purpose of identifying and communicating to the teacher any deficiencies and extending assistance for their correction and improving instruction. All observations shall be conducted in accordance with State Law.

##### **2. Open Evaluation**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

##### **3. Evaluators**

Teachers shall be evaluated in accordance with the procedure specified herein only by persons certified by the New Jersey State Board of examiners to supervise instruction.



#### **4. Reports**

Formal, written evaluation reports shall be prepared and signed by the evaluator in accordance with the procedure specified herein. No such report shall be submitted to the central office file or placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. A teacher shall sign the original of his/her completed form when requested to do so, regardless of contents, in order to specify compliance with the procedure of this article. Said signature does not signify agreement with the contents of the report. A space will be provided on the evaluation report for the teacher's comments on the evaluation.

#### **B. Evaluation Procedure**

##### **1. Reports - Preparation**

Evaluation reports shall be prepared by the evaluator and issued in his (her) name. The evaluator will be an administrator certified to conduct such evaluation in accordance with state law. Since evaluations are meant to be aids to teacher improvement, the evaluation reports shall be addressed to the teacher and shall be cast in as clear a manner as possible, including narratives where appropriate to the attainment of this goal.

## **2. Reports-Communication**

Conferences shall be scheduled for each such evaluation and shall be conducted by the evaluator and the teacher in the presence (whenever possible) of the teacher's immediate supervisor. Effort will be made to communicate fully at the conference, since it is the main instrument for establishing self-improvement goals to be sought by the teacher.

## **3. Alternative Observation Model for Veteran Staff**

The Board of Education recognizes that the procedure for observations may be differentiated for veteran staff members with exemplary history of past performance. Therefore, an approved Action Research Project may be substituted for the traditional observation, so long as it is mutually agreed upon between the staff member and administration. The summative evaluation shall remain the same and the teacher will be held to the same standards of performance as the other members of the faculty.

### **C. Disposition of Evaluations**

All evaluation reports shall become part of the teacher's personnel file following the conference.

### **D. Termination of Employment**

Final evaluation of a teacher upon employment termination shall be conducted prior to severance and no evaluations or related material shall be

placed in the personnel file of such teacher after severance, except in accordance with the procedure of this article.

E. Complaints regarding a teacher made to any member of the administration by any parent, student, board member, or other person, shall be communicated to the teacher involved where appropriate. A decision not to communicate such a complaint to the teacher involved shall not be grievable, nor shall any complaint that is not communicated to the teacher be entered into the teacher's personnel file.

**ARTICLE 19**  
**TEACHER FACILITIES**

Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies, where practicable.
2. A teacher work area, where practicable.
3. A telephone in each faculty lounge for the exclusive use of teachers, provided that the Association bear responsibility for its installation and it can be installed and maintained at no expense to the Board.
4. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher, where practicable.
5. Well-lighted and clean teacher rest rooms, separate for each sex, and separate from the students' rest rooms.
6. Free and adequate off-street paved parking facilities properly maintained and identified for staff use.
7. Copy machine, computer, and paper cutter, in each building.
8. A furnished room in each school for the use of staff as a lounge.

## **ARTICLE 20**

### **ACCUMULATED SICK DAYS UPON RETIREMENT**

Upon retirement from the Upper Saddle River School District, full-time/part-time professional staff members shall be entitled to payment on account of accumulated sick days pursuant to provisions hereinafter set forth.

**A. ELIGIBILITY:**

Full-time/part-time teachers who have been continually employed for a minimum of ten (10) academic years in the District and who are eligible for and have applied for regular or disability retirement benefits under the Teachers' Pension and Annuity Fund shall be eligible to participate in the payment plan.

**B. NOTICE:**

To qualify for payment upon retirement the full-time/part-time teacher must give written notice of retirement no less than six (6) months in advance of the anticipated retirement date and in no event later than January 1st preceding retirement. Payment by the Board shall commence during the month of July after notice. Notice given after January 1st will result in deferral of payment for one year.

**PAYMENT PROCEDURE:**

A. Upon retirement from the District, full-time/part-time teachers who meet the eligibility criteria, shall be entitled to payment of accumulated sick days pursuant to the following schedules:

**Full Years of Service**

10-18 yrs.	\$ 75.00 per diem
19-27 yrs.	\$ 85.00 per diem
28 or more yrs.	\$ 95.00 per diem
Maximum No. of Days -	180 days

The total payment for each retiree shall not exceed \$15,000.00.

B. Subject to notice compliance and at the option of the full-time/part-time teacher, payment shall be made:

1. In a lump sum during July following the academic year of retirement.
2. In a lump sum during January following the academic year of retirement.
3. In any other schedule, which may be mutually agreed upon by the member and the Board, due regard being given budgetary consideration.

C. The Upper Saddle River District's maximum financial liability under this provision for each of the following school years shall be limited to \$28,473 per year for the duration of this contract.

D. If a teacher covered under this Contract dies while employed by the District and has been employed for a minimum of 10 years by the Upper Saddle River District, his/her estate shall be paid the amount he/she would have received had he/she been eligible to apply for retirement.

**EXCEPTIONS:**

1. If a full-time/part-time teacher, who would otherwise qualify for this benefit by virtue of time in service, is terminated due to a reduction in force or abolishment of position, that staff member shall be entitled to payment of this benefit whether or not he/she is eligible for retirement under T.P.A.F. However, if benefits are paid and the member later reinstated, all accumulated sick days for which payment was made under the schedule above will be deemed forfeited. The member shall not be permitted to "repurchase" or "reacquire" credit for those days.

2. A full-time/part-time teacher, who is dismissed for cause through tenure proceedings or other disciplinary action, shall forfeit any right to payment under this Article.

## **ARTICLE 21**

### **NON-TEACHING DUTIES**

**A.** The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that a teacher's energies should, to the extent possible, be utilized to this end. Therefore, as a general principle, the Board recognizes the desirability of relieving teachers of non-teaching assignments to the extent feasible.

**B.** The Board agrees that it will not require teachers to perform general custodial functions.

**C.** The Board agrees that supervision of lunchrooms may be assigned to teachers on a rotating basis if qualified volunteers are not available.

**D.** Teachers shall not be required to use their own automobiles to drive students to activities that take place away from the school building. A teacher may do so voluntarily, however, with the advance approval in writing of the Principal or immediate supervisor. The teachers shall be compensated at the State of New Jersey approved rate then in effect per-mile for the use of their own automobile.



**ARTICLE 22**

**SUBSTITUTES**

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be assigned as substitutes provided that such assignments are on a rotating basis. The necessity for so using regular teachers as substitutes shall not be grievable.

## **ARTICLE 23**

### **SICK LEAVE**

All teachers in the system shall be allowed sick leave with full pay, in accordance with N.J.S.A. 18A:30-1, et. seq., for ten (10) school days in any school year. Teachers shall provide notice for pre-scheduled sick leave.

In addition to the ten (10) cumulative sick leave days, teachers shall be allowed two (2) non-cumulative sick leave days, which shall be used only after use of the ten (10) cumulative sick days available in the current year.

Any teacher who must undergo surgery, or is afflicted with a long-term illness, regardless of total number of sick leave days, shall notify the administration so that a proper substitute, or sick leave, or a leave of absence can be arranged.

## ARTICLE 24

### TEMPORARY LEAVE OF ABSENCE NON-CUMULATIVE

The following absence and pay deduction policy shall apply to teachers:

**A. Family Illness**

Illness in immediate family, three (3) days absence per year without loss of pay. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, state-certificated domestic partner, mother-in-law, father-in-law, grandchild, and any other member of the household in which the teacher lives.

**B. Death**

Death in the immediate family, limit five (5) working days' absence within the five-day period immediately following the day of death without loss of pay. Immediate family for purposes of this section includes employee's spouse, child, parent, brother, sister, grandparents, aunt, uncle, cousin, state-certificated domestic partner, grandchild, all corresponding in-laws, and any other member of his/her immediate household.

**C. Quarantine**

No deduction in pay.

**D. Court Subpoena**

1. One (1) day limit except on school business, in which event no deduction in pay.

2. Beyond one (1) day limit except on school business, deduction of one-half ( $\frac{1}{2}$ ) pay or the substitute teacher's pay, whichever is less. However, in cases where subpoena is due to teacher's own negligence, or personal familial problems, he/she will forfeit a full day's pay ( $\frac{1}{186}$ th of salary).

**E. Personal Business**

1. At the discretion of the Superintendent of Schools and upon his/ her approval, which shall not be arbitrarily withheld, an employee may be granted two (2) non-cumulative days without deduction in pay for personal business. Where possible, this must be granted in writing prior to the absence of the day. It is understood that this personal day is to be used for business of a personal nature. It is not to be interpreted as a day for personal pleasure.

Unused personal days will be converted to sick days if not taken.

2. The nature of personal business need not be stated.

3. The request for a personal day must be filed on the proper form and must have Superintendent's approval. Application for said personal days should normally be filed prior to the date of intended absence.

4. Personal business days will not normally be granted on days immediately preceding, or immediately following scheduled holidays or vacation.

Requests for such days at such times must be more information than usual requests - including the reason therefore. If the Superintendent agrees to the emergency nature of the request, then same will be granted. Personal business days also will not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, examination day, or report card day.

5. Teachers requesting leave of absence for marriage may use personal days or may be granted leave without pay. Superintendent's advance approval will be required.

**F. Inclement Weather**

1. When schools are open for pupils in inclement weather, staff members will report to their assignments.

2. Deduction for any absence shall be at the discretion of the Superintendent of Schools. If in the judgment of the Superintendent an emergency situation was in existence, the day's absence may be counted as a personal day with no deduction in pay; otherwise there shall be a full deduction of pay for such absence.

**G. Other**

A leave of absence of reasons other than those set forth above may be given at the discretion of the Board.

## ARTICLE 25

### EXTENDED LEAVES OF ABSENCE - TENURED TEACHERS

A. The Board agrees that up to two (2) tenured teachers designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) or two (2) school year(s) for the purpose of engaging in activities of the Association or its affiliates. Teachers intending to return from such a leave must furnish written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) days after same are received from the Board by Certified Mail.

B. A leave of absence without pay of one (1) or two (2) school years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Not more than two (2) teachers shall be absent on such a leave at any one time. Teachers intending to return from such a leave must furnish their address and written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) days after same are received from the Board by Certified Mail.

C. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) or two (2) school years to teach in an accredited college or university. Teachers intending to return from such a leave must furnish written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) calendar days after same are received from the Board by Certified Mail.

D. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

**E. Pregnancy, Childbirth/Child Care Leave:**

**1. Physical Disability Related to Pregnancy and Childbirth:**

a. Any pregnant employee may apply to the Board of Education as provided for above for a disability leave of absence and shall be granted such leave. The leave dates shall be supported by a physician's certificate, which shall allow for disability 20 work days immediately before and 20 work days immediately after the anticipated date of birth. The employee may use accumulated sick leave days in lieu of the aforementioned unpaid disability leave (for the 20 days before and after the birth).

Any pregnant employee may request more or less than 20 working days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

The approved disability leave shall be extended for unanticipated disability relating to the child birth upon the provision of a supplemental physician's certificate.

**b.** Teachers who expect to use such leave will notify the Superintendent of the expected beginning date and duration in advance of such period of disability.

## **2. Child Care Leave:**

**a.** The Board will grant, upon written request, a leave of absence without pay in accordance with the New Jersey and Federal Family Leave Acts. Such leaves will normally begin upon the expiration of the physical disability leave and will run consecutively with any other leave, disability or sick days provided in paragraph E1 above, or at such other date as may be agreed upon by the teacher and the Board. All such leaves will be granted following the birth of a child, and may not exceed the partial year encompassing the birth and one full school year after the birth.

**b.** Teachers will notify the Board of their intention to return to their job or to terminate employment by April 1<sup>st</sup> of the full year of



leave taken after giving birth. It will be the responsibility of the Board to inform in writing by registered mail those teachers on maternity leave one (1) month prior to their reply deadline.

c. There will be no granting of consecutive maternity leaves by the Board. Any teacher requesting an additional maternity leave must have returned to the classroom for a full school year before applying for maternity leave outside of their entitled FMLA/FLA leave.

d. Use of sick days will be at the discretion of the employee during the time that FMLA and/or FLA rights are in effect.

e. A teacher who has been on a paid status (work or work plus paid sick leave) for five months shall qualify in the next school year for an increment credit. A teacher who is on a paid status for less than five months shall receive no increase for the following school year. Nothing in this clause shall preclude the Board from withholding an increase as per Article 27.

### **3. Other Leaves of Absence**

a. A leave of absence without pay shall be granted to any teacher who requires the leave to care for a sick member of his/her immediate family (husband, wife, son, daughter, mother, father, sister, brother, state-certificated domestic partner, and all corresponding in-laws and any member of the household in which teacher lives.). The leave shall commence as soon as

necessary and shall be for the remainder of the school year. The extension of the leave for another full school year may be granted upon request of the teacher. Leaves for this purpose for other than a full school year shall be granted only at the discretion of the Board.

**b.** Other leaves of absence without pay may be granted by the Board for good reason and if deemed appropriate the Board may subsidize same in whole or in part.

**F. 1.** Upon return from leave granted pursuant to Sections B or D of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. Pursuant to sections A, C, E, F, or G of this article a teacher who has been on paid status (work or work plus paid sick leave) for less than five (5) months shall not receive increment credit, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Increment credit for time on leave under Section D shall be limited to four (4) years.

**2.** All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be

restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, or, to a substantially equivalent position.

**G.** All extensions or renewals of leaves shall be in writing, as shall requests or applications therefore.

## ARTICLE 26

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.

B. Teachers may, within the scope of their employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. For the purpose of self-defense; and
4. For the protection of persons or property.

C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect employment or salary status, the Board of Education shall reimburse the teacher for the reasonable cost of the teacher's own defense if the action is dismissed or results in a final decision in favor of the teacher.

D. 1. The Board shall give full support to the teacher, including legal and other assistance, in the event of any assault upon the teacher while acting in the discharge of his/her duties, provided the teacher is without fault.

2. When absence arises out of or from such assault or injury not the fault of the teacher, the teacher shall not forfeit any sick leave or personal leave.

E. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for reasonable counsel fees incurred by that teacher in their own defense. The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, but only to the extent that presently carried insurance covers such losses.

## ARTICLE 27

### WITHHOLDING OF INCREMENTS

A. The Board may withhold, for inefficiency and other good cause, the employment increment, or the adjustment increment or both of any member in any year by a recorded roll call majority vote of the full membership of the Board of Education.

1. The individual for whom a recommendation is made to withhold increment in the next contract year will be notified in writing of said recommendation and rationale at the earliest possible date.

2. Once the recommendation has been forwarded to the teacher, said teacher may request to the Superintendent, within 10 school days and in writing, the establishment of a date when a meeting would be held with the Superintendent to discuss said recommendation. Failure by the Superintendent or designee to set a meeting date shall be grievable.

3. Whenever the Superintendent does forward a recommendation to the Board for the withholding of an increment, the teacher shall be given a copy of such a recommendation.

4. Following such recommendation by the Superintendent, arrangement shall be made to afford said teacher a reasonable opportunity to speak in his/her own defense before the Board. In order to have such an

opportunity, said teacher must, within ten (10) school days after receipt of the written notice from the Superintendent, request in writing such a meeting with the Board. The meeting between said teacher and the Board shall not constitute a plenary hearing,

5. The Board shall be given a reasonable opportunity following said meeting, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten (10) schools days, give written notice stating said action, together with the reason thereof, to the teacher concerned.

6. An increment, which is withheld for a disciplinary reason, shall be subject to the grievance procedure, up to and including binding arbitration.

**ARTICLE 28**

**TEACHER EMPLOYMENT AND RE-EMPLOYMENT**

A. Teachers presently employed in the District shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup> or in accordance with State law.

B. Unused leave days previously accumulated in the district will be restored to all returning teachers.

C. Teacher contract or salary statements shall be returned within two weeks of receipt.



**ARTICLE 29**

**MISCELLANEOUS TEACHER COMPENSATION**

**A. Coaches/Director**

1. Any openings in the coaching staff shall be posted and that position shall be filled following the provision of ARTICLE 5 of this Agreement.

2. Compensation for Coaches and Athletic Director shall be as follows:

2019 – 2022

Athletic Director - \$3,500.00, payable in two equal payments of \$1,750.00 on December 15<sup>th</sup> and June 15<sup>th</sup>.

Coaches	\$2,900.00
Assistant Coaches	\$1,450.00

3. The following 11 sports shall merit paid coaching positions: boys' soccer, girls' soccer, boys' basketball, girls' basketball, softball, wrestling, girls' volleyball, baseball, intramurals, boys' track and girls' track. A total of up to three assistant coaching positions will be funded annually by the Board and be assigned at the discretion of the Athletic Director.

**B. Athletic Event**

Officiating at athletic events shall be compensated at \$50.00 per event.

**C. Extracurricular School Activities**

1. The Board may commence clubs, including LEAP, excluding athletics, at 2:45 PM.

2. Teachers who chaperone, supervise, and/or are responsible for activities beyond the regular hours of the school day (in addition to their two evening requirements) such as school dances, sporting events, evening concerts, graduation, and other such events shall be compensated at a rate \$55.00 per event. Teachers supervising such events shall temporarily be considered extensions of the school administrative staff and shall, therefore, act with authority to properly control conduct and/or attendance at the same.

3. Teachers returning from the 8<sup>th</sup> grade Graduation Field Trip after 4 p.m. will be credited for one evening duty.

**D. Department Heads, Grade Chairs and Certified School Nurse**

Compensation shall be \$2,900.00 for each position for each year of this Agreement.

E. Teacher participation in overnight or weekend trips shall be compensated at the rate of 1/186th of the teacher's annual salary for each day so spent.

**F. Mediation/Court Appearances**

In the event an employee is required to work by the district on a district case or is subpoenaed to court during the summer months or outside of school day on district business, the employee will be paid at \$50.00 per hour.

**G. Advisors**

For the duration of this contract, 2019-2022, compensation for advisors will be as follows:

The Principal of Cavallini will recommend to the Superintendent for Board approval the creation of up to fifteen (15) advisory positions:

9 positions: Level A (\$1,600/each)

6 positions: Level B (\$900/each)

The Principal of Bogert will recommend to the Superintendent for Board approval the creation of up to five (5) advisory positions:

2 positions: Level A (\$1,600/each)

3 positions: Level B (\$900/each)

The Principal of Reynolds will recommend to the Superintendent for Board approval the creation of one (1) advisory position:

1 position: Level B (\$900)

Each school year, the Board shall provide a list of the advisory positions and categories by no later than the end of September.

**H. Musical Directors**

For the duration of this contract (2019/20, 2020-2021 and 2021/22), compensation will be as follows:

Cavallini Musical Director	\$2,900.00
Cavallini Assistant Musical Director	\$1,450.00

**I. Lunch Duty**

Compensation shall be paid at a rate of \$22.00 per day.

**J. Musical Presentations**

Teacher(s) directing musical presentations (choral or band concerts) other than one (1) winter and one (1) spring concert and graduation exercises, will be compensated at the rate of fifty percent (50%) of the per diem rate of such teacher(s).

**K. Presentations and Orientations**

Teachers making presentations, attending orientations and evening programs outside of the contracted school day in addition to two evening requirements per school year will be compensated at the rate of \$55.00 per occurrence.

**L. Authorized Summer Curriculum Work**

Teachers who perform authorized curriculum work during the summer will be paid \$96.00 per diem (\$24.00 per hour).

## **ARTICLE 30**

### **PROFESSIONAL DEVELOPMENT**

#### **A. Professional Development Defined:**

Professional development includes district and individual professional development experiences and other opportunities. Professional development can exist in a variety of formats – including but not limited to: graduate courses in a teacher’s field, staff development workshops provided on-site during a teacher’s work day, staff development workshops provided off-site by various agencies, quad-district curriculum development meetings, intensive off-site multi-day workshops, conferences, after-hour quality in-service courses, etc.

#### **B. Local Professional Development Committee (LPDC) & School-Based Professional Development Committees (SBPDC)**

1. The LPDC will consist of four teachers selected by the USREA and two administrators appointed by the Superintendent. The LPDC will assess all district in-service needs and current professional development opportunities, and will write a working draft of the required Professional Development Plan as well as the Mentor Plan for the district.

2. The SBPDC shall be comprised in each school of three teachers selected by the USREA and one building administrator. This team will assess all school in-service needs and current professional development opportunities.

3. Each member serving the LPDC and the SBPDC will receive up to ten (10) hours release time annually during the work day, or be compensated at the rate of \$24.00 per hour for after workday meetings, as necessary, to complete the draft or the school or district plan.

**C. Professional Development Plan:**

1. The development of the employee's individual Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set forth by the Professional Teaching Standards Board (PTSB). It shall be created annually by the employee with the agreement of his/her immediate supervisor.

2. The Professional Improvement Plan (PIP) shall be recorded on the form provided by the PTSB. A copy of this form shall be kept in the employee's personnel file.

3. The employee shall have the right to modify the plans, goals and activities listed throughout the calendar year to meet his/her emerging needs, with agreement by his/her immediate supervisor.

#### **D. Programs**

1. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshop, seminar, conference, in-service training session or other such sessions which a teacher attends as an approved part of his/her Professional Improvement Plan, as is requested or required by the Administration.

2. In any given year, the Board will assist teachers in attaining the 100 hours of continuing education, but the primary responsibility for earning the required hours rests on the employee.

3. All curriculum development programs which are conducted by the district outside the teacher work day, or during the summer shall be voluntary, and shall be compensated at the rate of \$24.00 per hour. These workshops will also qualify for district reimbursement of pre-approved registration and travel fees. Excluded from this hourly fee will be any intensive multi-day work at a college or university which would have incurred tuition payments made on behalf of the employee by the district. However, all pre-approved travel fees for such university work will be reimbursed by the district.

4. In order to meet the 100 hour requirement, teachers shall have the right to attend Professional Development activities other than those

included in the district in-service program. Attendance at such programs must be pre-approved by the teacher's immediate supervisor, the Superintendent and the Board of Education. No denial of such a request shall be arbitrary or capricious.

**E. Professional Visitation**

1. Upon approval of the Principal and the Superintendent, an employee may be granted two (2) days for the purpose of professional visitation.

**F. Administrative Required Activities**

1. The Board agrees to appropriate funds for Administrative-required activities as defined by the Principal or Superintendent such as, but not limited to, curriculum writing and development and student portfolio development. Participants required by the Administration to perform such duties beyond the work day or work year, shall be compensated at the rate of \$24.00 per hour.

**G. Trainer's Credit**

Any teacher who provides in or out of district training experiences for colleagues and/or community members, as approved by the Principal and Superintendent, shall be provided with release time and/or shall be compensated for workshop preparation, (not to exceed one half (1/2) of the duration of the



workshop), and be paid for providing the training at his/her hourly rate (1/186<sup>th</sup> of the individual's annual salary divided by the number of hours in a work day).

#### **H. Mentoring**

Any teacher who is selected by the Administration to mentor a novice teacher shall be paid at the rate of \$550.00 per year (or at the current State rate – whichever is higher). This payment shall be withheld by the district from the mentored teacher's salary and paid by the district to the mentoring teacher in June.

## ARTICLE 31

### EDUCATIONAL IMPROVEMENT

#### **Credit Approval**

##### **A. New Staff Members**

Each new teacher must submit official transcripts of all courses taken to the date of employment. The decision of credit to be recorded on the personnel record will be made at the time of hiring and no credits earned to that date may be claimed later.

##### **B. Procedure for Approval and Accreditation of Courses**

1. All courses must be taken at an accredited college or university in order to be eligible for credit and or accreditation in accordance with State law. The accreditation status of the institution and program will be determined in accordance with State law and approved by the Department of Education.

2. For budgetary purposes, the total financial obligation of the Board for any school year, July 1 – June 30, for tuition reimbursement will be \$65,000.00.

3. In order to be sure that money be available, for the increased salary, it is the obligation of each staff member to make known in writing to the Office of the Superintendent during the month of October his/her anticipated completion of sufficient courses to qualify for the next level on the salary guide.

Since the Office of the Superintendent needs this information for budgetary purposes, such letters must be in the Superintendent's Office in October for salary changes to be made in September of the next year for which the budget is being prepared.

The Superintendent's Office will send a reminder notice to this effect to each school by October 15.

4. All courses must be approved by submitting the approval form to the Office of the Superintendent prior to registration for the course.

5. The original of the approval form will be filed with the teacher's record and a copy returned to the staff member within two weeks of submission.

6. An official college grade report must be received in the Office of the Superintendent within two months after the course is concluded. Transcripts must be submitted when the teacher is preparing for a lateral guide move.

7. Within two (2) weeks of receipt of official college transcript indicating a passing grade or successful completion of approved course requirements, a Tuition Reimbursement Form shall be filed with the Building Principal.

8. Should a teacher voluntarily leave the employment of the district within one year of receiving tuition reimbursement, he/she shall repay 100% of the tuition reimbursement to the Board. Should a teacher voluntarily leave the employment of the district more than one year after receiving tuition reimbursement, but less than two years after receiving tuition reimbursement, he/she shall repay 50% of the tuition reimbursement to the Board.

**C. Approval and Credit Conditions**

1. Courses within the organized program of studies of individuals who have matriculated at a college or other institution of learning will be accepted automatically provided the total program for study has been accepted by the Office of the Superintendent as being suitable to the individual's assignment on the Upper Saddle River staff or general professional future.
2. Graduate courses taken before the M.A. degree is obtained and which are not used for attainment of the M.A. degree may be applied toward the M.A. +30 level, upon approval by the Office of the Superintendent.
3. If not part of an approved, organized, program of study, courses beyond the bachelor's degree must be graduate courses in accordance with State law from accredited institutions as approved by the Department of Education with these exceptions:

a. Newly created undergraduate courses in fields of new subject matter.

b. Courses prerequisite to graduate courses in fields other than the individual's major area.

c. Credits will not be given for courses needed to meet certification requirements for the teacher's initial teaching position nor shall they be subject to tuition reimbursement.

#### **D. Individual Study**

Credit will be given for an organized program of special study designed by the individual staff member with professional advice and approved by Superintendent as being pertinent to the staff member's function in the school system.

#### **E. Amount Payable**

Tuition reimbursement will be at the prevailing rate per graduate credit at any New Jersey State College for a maximum of nine (9) credits per individual in academic year. Reimbursement will be made upon presentation of a transcript to the Board of Education and approval by the Superintendent. Reimbursement is conditioned on the employee obtaining a minimum grade of B, or pass, if the course is designated as a pass/fail. Teachers not returning to the system will not be reimbursed for courses taken during the summer.

**ARTICLE 32**

**IN-SCHOOL WORK YEAR**

A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-six (186) days, all of which shall be scheduled between September 1 and June 30 of the year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

B. The Administration and Board recognize it as administratively desirable that all teachers be notified in writing of their required days of attendance for the coming year by June 1 of the current year, and in good faith will attempt to provide same.

## ARTICLE 33

### MANAGEMENT PREROGATIVE AND MAINTENANCE OF CONDITIONS PERTAINING TO TEACHERS

#### **A. Management Prerogative**

It is recognized that the Board has the duty by law to provide for the maintenance and support within the District of a thorough and efficient system of Free Public Schools. It is recognized that the Board has and will continue to retain, whether exercised or not, the exclusive right, responsibility and prerogative to direct the operation of the Public Schools in the District in all aspects, provided only that such prerogatives shall not be exercised in a manner inconsistent with or in violation of law or of any of the specific terms and provisions of this Agreement. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

#### **B. Maintenance of Conditions**

Except as in this Agreement otherwise provided, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on such date, shall be continued to be so applicable during the term of this Agreement.

### **III. PROVISIONS APPLICABLE TO SECRETARIES ONLY**

#### **ARTICLE 34**

#### **SECRETARIES' WORK SCHEDULES**

##### **A. SECRETARIES - 12 Month**

Daily Work Hours – 7:45 a.m. to 3:15 p.m. with one-hour lunch period.\*

##### **B. SUMMER HOURS**

**1. BOARD OFFICE** - Subject to the approval of the Superintendent, secretaries employed in the Board office shall have the option of working five (5) consecutive hours with no break for lunch during the "Summer," which is defined beginning on the last teacher day of the school year until the first teacher day of the next school year. For example, a secretary may work from 8:00 a.m. to 1:00 p.m., with no lunch break, or from 9:00 a.m. to 2:00 p.m., with no lunch break, or any other schedule comprised of five (5) consecutive hours, so long as adequate coverage of the office is maintained, at the discretion of the Superintendent. Employees who volunteer to work said schedules shall not be entitled to additional remuneration as outlined below, unless they are required by the Superintendent to work prior to or after their scheduled hours. Such employees required to work before 9:00 a.m. or after 3:00 p.m. between the



day after the schools are closed and June 30<sup>th</sup> and between September 1<sup>st</sup> and the opening of schools shall be paid their hourly rate for such hours on those days.

**2. BUILDING EMPLOYEES** - Employees shall work Summer Hours (9:00 a.m. – 3:00 p.m.) with one-hour lunch period beginning on the last teacher day of the school year until the first teacher day of the next school year.

**ARTICLE 35**

**SECRETARIES' PAID VACATIONS**

A. Vacation days shall be granted according to the following schedule:

**After** one full year – 10 work days

**After** five full years – 15 work days

**After** nine full years – 20 work days

**After** twenty full years – 23 work days

B. Anyone hired by September 1st and remaining after June 30th will be entitled to 10 working days' vacation in the subsequent year of employment. Anyone hired by February 1st and remaining after June 30th will be entitled to 5 working days' vacation in the subsequent year of employment. All vacations will be scheduled by the employee with the approval of the employee's supervisor.

C. Vacation days must be taken in the year subsequent to that in which they have been accrued and are not cumulative.

**ARTICLE 36**

**SECRETARIES' HOLIDAYS**

A. 1. The following days are granted with pay:

- Labor Day
- Rosh Hashanah/Yom Kippur
- Columbus Day\*\*
- NJEA Convention\*
- Thanksgiving (Thanksgiving Day and the day after)
- Christmas Day
- New Year's Day
- Martin Luther King Day\*\*
- President's Day
- Good Friday
- Independence Day

\* NJEA Convention - The Board of Education agrees that secretaries shall be entitled to two days for the NJEA Convention (N.J.S.A. 18A:31-2)

\*\* Provided schools are closed

\*\*\* If 2 Jewish Holidays are used, Columbus Day will be excluded

2. In the event the Student Calendar is changed to incorporate any of the above listed holidays, it is hereby agreed that the "secretaries" will report for work on those days.

3. It is understood that if any holiday falls on a day when schools are open for students or staff, each secretary will be granted an alternate day off, to be taken as mutually scheduled by the school district and the secretary.

B. All building and Board Office employees shall work the School Calendar with regard to Christmas, Mid-Winter, and Spring recesses.

C. During district-wide early dismissal (or delayed opening) every effort will be made to allow secretaries and office personnel to leave (or arrive) at the same time as the teaching staff.

## **ARTICLE 37**

### **SECRETARIES' SICK LEAVE**

#### **A. Accumulative**

All employees shall be entitled to ten (10) [for 10-month employees] or twelve (12) [for 12-month employees] sick days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### **B. Eligibility**

1. All persons steadily employed by this district, whether tenured or non-tenured, full or part time, shall be eligible for sick leave pay those days when such employee is absent from work for reasons of personal disability.
2. A sick leave absence shall commence when the employee calls in to report absence.

#### **C. Payment for Unused Sick Leave Upon Retirement**

Upon retirement from service under the rules of PERS, Secretaries with at least 10 years of service in the Upper Saddle River School System will be reimbursed for accumulated sick leave days at the rate of \$55.00 per day to a maximum total payment of \$6,750.00. A Cap of \$6,750 per year has been established for this by the Board.

If a secretary covered under this Contract dies while employed by the District and has been employed for a minimum of 10 years by the Upper Saddle River District, his/her estate shall be paid the amount he/she would have received had he/she been eligible to apply for retirement.

**D. Records**

The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by the employee, and employees shall be given a written accounting of accumulated sick leave days in September and June of each year.

**ARTICLE 38**

**SECRETARIES' TEMPORARY LEAVES OF ABSENCE**

**NON-CUMULATIVE**

**A. Family Illness**

Illness in immediate family, three (3) days absence without loss of pay in any given year. Exception may be granted with the approval of the Board. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, state-certificated domestic partner, mother-in-law, father-in-law, grandchild, and any other member of the household in which the employee lives.

**B. Death**

Death in the immediate family, limit five (5) working days' absence within the five-day period immediately following the day of death without loss of pay. Immediate family for purposes of this section includes employee's spouse, child, parent, brother, sister, grandparents, aunt, uncle, cousin, state-certificated domestic partner, grandchild, all corresponding in-laws, and any other member of his/her immediate household. Employees shall also be granted up to two (2) days in the event of death of an employee's relative or friend outside the employee's immediate family as defined above.

**C. Personal**

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the secretaries' principals or other immediate supervisor for personal leave shall be made before taking such leave. Unused personal days will be converted to sick days if not taken.

**D. Quarantine**

No deduction in pay.

**E. Court Subpoena**

1. One (1) day limit except on school business, in which event no deduction in pay.

2. Beyond one (1) day limit except on school business, deduction of one-half ( $\frac{1}{2}$ ) day's pay or the substitute's pay, whichever is less. However, in cases where subpoena is due to secretary's own negligence, or personal familial problems, he/she will forfeit a full day's pay.

**F. Other**

Secretaries shall be entitled to take vacation time during periods when school is in session after giving the Superintendent reasonable notice, which shall be no less than four weeks' notice. The secretaries may take vacation days during the school year, with the permission of the Superintendent, as single days, half days, or in the event of an emergency. If the secretary wishes to take more than



two (2) consecutive vacation days during periods when school is in session, the secretary shall require permission from the Superintendent no less than four weeks prior to the date such vacation is proposed to commence.

**ARTICLE 39**

**SECRETARIES' SENIORITY**

Should any job position be eliminated, employees will be released only by the least senior employee in the general job category.

**ARTICLE 40**

**SECRETARIES' RIGHTS**

A. Nothing contained herein shall be construed to deny or restrict to any secretary such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations where these rights shall be enforced exclusively by the appropriate statutory procedure. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

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

C. There shall be no discipline for arbitrary or capricious reasons.

**ARTICLE 41**

**SECRETARIES' COURSE REIMBURSEMENT**

Should the Board, with the Superintendent's approval, require any secretary to take any course, the Board shall reimburse the secretary for its cost. All such courses must be applicable to the secretary's position.

**ARTICLE 42**

**SECRETARIES TERMINATING EMPLOYMENT**

Any secretary who terminates his/her employment in the district shall be required to give at least thirty (30) days written notice to the Superintendent and the Board of Education.

**ARTICLE 43**

**SECRETARIES' EVALUATION PROCEDURES**

A. Non-tenured secretaries shall receive an annual evaluation report and have an annual evaluation conference with their supervisor prior to May 15<sup>th</sup> of the contract year.

B. Tenured secretaries shall receive an annual evaluation report and have an annual evaluation conference with their supervisor prior to June 30<sup>th</sup> of the contract year.

C. All secretaries shall be given a copy of their written evaluation prior to their annual conference.

#### **IV. PROVISIONS APPLICABLE TO CUSTODIANS ONLY**

##### **ARTICLE 44**

##### **CUSTODIANS' HOLIDAYS**

**A.** Whenever any of the below listed holidays occurs on a Saturday, it will be celebrated on the preceding Friday. Whenever any of the below listed holidays occur on a Sunday, it will be celebrated on the next Monday, except when schools are open for the students on either that Friday or Monday in which case each custodian will be granted an alternate day off at the convenience of the school district. It is understood that if any holiday falls on a day when schools are open for students or staff, each custodian will be granted an alternate day off, to be taken as mutually scheduled by the school district and the custodian.

**B.** The following holidays will be granted to custodians with pay:

- Labor Day
- Columbus Day
- Friday of Teachers' Annual Convention
- Thanksgiving Day and day after Thanksgiving
- Christmas Eve, Christmas Day and day after Christmas<sup>#</sup>
- New Year's Day
- Martin Luther King Day
- Winter Recess – one day, either Monday or Friday<sup>\*</sup>

- Good Friday
- Spring Recess – one day, either Monday or Friday\*
- Memorial Day
- July 4<sup>th</sup>

‡ If any of these days fall on a weekend, must take alternate day during holiday break

\* To be selected by the employee(s) as appropriate



**ARTICLE 45**

**CUSTODIANS' VACATIONS**

A. Custodians hired by the district shall accrue one day of paid vacation for every full month worked up to a maximum of ten (10) days in the first year of service. Vacation days shall be granted according to the following schedule:

**After** one full year - 10 work days

**After** five full years - 15 work days

**After** nine full years - 20 work days

**After** twenty full years - 23 work days

B. Anyone hired by September 1st and remaining after June 30th will be entitled to 10 working days' vacation in the subsequent year. Anyone hired by February 1st and remaining after June 30th will be entitled to 5 working days' vacation in the subsequent year.

C. Paid vacation days may be scheduled with mutual agreement between the immediate supervisor and the employee with the approval of the Business Administrator as appropriate. Vacation days must be taken in the year subsequent to that in which they have been accrued and are not cumulative.

## **ARTICLE 46**

### **CUSTODIANS' OVERTIME**

A. The parties to this Agreement recognize that the assignment of overtime is to be shared equally among the staff and assigned on a rotating basis as fairly as is possible.

B. When an individual is requested and reports to work and such overtime takes place on his/her normal day off, he/she will be paid for not less than four (4) hours; if such overtime takes place on a Sunday or Holiday granted by this contract, the person shall be paid at double his/her normal rate.

C. If a custodian is absent on a Friday, he/she will not be paid overtime on Saturday or Sunday, unless he/she has an excuse acceptable to the Administration. This shall not apply if the custodian is called in to the building by the police.

**ARTICLE 47**

**CUSTODIANS' TEMPORARY LEAVES OF ABSENCE**

**NON-CUMULATIVE**

**A. Family Illness**

Illness in immediate family, three (3) days absence per year without loss of pay. Exception may be granted with the approval of the Board. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, state-certificated domestic partner, mother-in-law, father-in-law, grandchild, and any other member of the household in which the employee lives.

**B. Death**

Death in the immediate family, limit five (5) working days' absence at within the five-day period immediately following the death without loss of pay. Immediate family for purposes of this section includes employees' spouse, child, parent, brother, sister, grandparents, aunt, uncle, cousin, state-certificated domestic partner, grandchild, all corresponding in-laws, and any other member of his/her immediate household.

**C. Personal**

Two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the custodians' immediate supervisor and Business Administrator

for personal leave shall be made before taking such leave. Unused personal days will be converted to sick days if not taken.

**D. Quarantine**

No deduction in pay.

**E. Court Subpoena**

1. One (1) day limit except on school business, in which event no deduction in pay.

2. Beyond one (1) day limit except on school business, deduction of one-half ( $\frac{1}{2}$ ) day's pay or the substitute's pay, whichever is less. However, in cases where subpoena is due to custodian's own negligence, or personal familial problems, he/she will forfeit a full day's pay.

**F. Other**

A leave of absence for reasons other than those set forth above may be given only at the discretion of the Board.

**ARTICLE 48**

**CUSTODIANS TERMINATING EMPLOYMENT**

Custodians who terminate their employment in the district shall be required to give at least thirty (30) days written notice to the Superintendent and the Board of Education.

**ARTICLE 49**

**CUSTODIANS' EVALUATION PROCEDURES**

Custodians shall receive an annual evaluation report and have an annual evaluation conference with their supervisor prior to May 15<sup>th</sup> of the contract year. Custodians shall be given a copy of his written evaluation prior to his annual conference.

**ARTICLE 50**

**CUSTODIANS' CLOTHING ALLOWANCE**

Each custodian will be given a clothing cleaning expense/purchase allotment of \$400.00 per year to be paid in two installments on December 30<sup>th</sup> and June 30<sup>th</sup> each year.

**ARTICLE 51**

**CUSTODIANS' STIPENDS**

A. The following annual stipends will be paid each year for the listed positions:

**2019 - 2022**

Night Person	\$1,000.00	
Maintenance Person	\$1,000.00	
Grounds Keeper	\$1,000.00	
Head Custodian	\$3,500.00	(payable in two equal payments of \$1,750 on Dec. 15 and June 15)

B. All custodians are required to maintain a Black Seal License.



## ARTICLE 52

### CUSTODIANS' PAYMENT FOR UNUSED SICK LEAVE

A. Upon retirement from service under the rules of PERS, custodians with at least 10 years of service in the Upper Saddle River School System will be reimbursed for accumulated sick leave days at the rate of \$50.00 per day to a maximum total payment of \$6,000.00. A cap of \$6,000 per year has been established for this by the Board.

If a custodian covered under this Contract dies while employed by the District and has been employed for a minimum of 10 years by the Upper Saddle River District, his/her estate shall be paid the amount he/she would have received had he/she been eligible to apply for retirement.

#### **B. Records**

The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by the employee, and employees shall be given a written accounting of accumulated sick leave days in September and June of each year.

**ARTICLE 53**

**CUSTODIANS' RIGHTS**

A. Nothing contained herein shall be construed to deny or restrict to any custodian such rights as he may have under New Jersey School Laws or other applicable laws and regulations where these rights shall be enforced exclusively by the appropriate statutory procedure. The rights granted to custodians hereunder shall be deemed to be in addition to those provided elsewhere.

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

C. There shall be no discipline for arbitrary or capricious reasons.

**ARTICLE 54**

**CUSTODIANS' COURSE REIMBURSEMENT**

Should the Board require any custodian to take any course, then the Board shall reimburse him/her for its cost.

## **ARTICLE 55**

### **CUSTODIANS' DISABILITY INSURANCE**

The Board, for the duration of this Contract, will contribute up to \$285 per employee, per year, towards the premium of a disability insurance policy. It is understood that this amount represents the current disability premium.

**V. PROVISIONS APPLICABLE TO PARAPROFESSIONALS ONLY**

**ARTICLE 56**

**PARAPROFESSIONALS' WORK SCHEDULES**

- A.** Paraprofessionals will be ten (10) month employees.
- B.** Daily Work Hours - 7:45 a.m. to 2:40 p.m. with a 40-minute duty free lunch period. (For FMLA purposes)
- C.** Paraprofessionals will be required to work the 180 mandated student school days, one orientation day, and one additional day if requested for professional development.
- D.** On half days, once paraprofessionals have completed their after school responsibilities (i.e. bus duty, after school monitoring, etc.) and supervision, he/she may leave.

## ARTICLE 57

### PARAPROFESSIONALS' SICK LEAVE

#### **A. Accumulated**

1. All paraprofessionals shall be entitled to ten (10) sick days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### **B. Eligibility**

1. All persons steadily employed by this district, full or part time, shall be eligible for sick leave pay for those days when such employee is absent from work for reasons for personal disability.

2. A sick leave absence shall commence when an employee calls in to report his/her absence.

#### **C. Payment for Unused Sick Leave Upon Retirement/Death**

Upon retirement from service under the rules of PERS, paraprofessionals with at least ten (10) years of service in the Upper Saddle River School System will be reimbursed for accumulated sick leave days at the rate of \$40.00 per day to a maximum total payment of \$3,000. A cap of \$3,000 per year has been established for this by the Board.

If a paraprofessional covered under this Contract dies while employed by the District and has been employed for a minimum of ten (10) years

by the Upper Saddle River School District, the paraprofessional's estate shall be paid the amount the paraprofessional would have received had the paraprofessional been eligible to apply for retirement.

**D. Records**

The personnel records of this District shall show the attendance of each employee, and such days as that employees may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by the employee, and employees shall be given a written accounting of accumulated sick leave days in June of each year.

**ARTICLE 58**

**PARAPROFESSIONALS' TEMPORARY LEAVES OF ABSENCE**

**NON-CUMULATIVE**

**A. Family Illness**

Illness in immediate family, three (3) days absence without loss of pay in any given year. Exception may be granted with the approval of the Board. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, state-certificated domestic partner, mother-in-law, father-in-law, grandchild, and any other member of the household in which the employee lives.

**B. Death**

Death in the immediate family, limit five (5) working days absence within the five-day period immediately following the day of death without loss of pay. Immediate family, for purposes of this section, includes employee's spouse, child, parent, brother, sister, grandparents, aunt, uncle, cousin, state-certificated domestic partner, grandchild, all corresponding in-laws, and any other member of his/her immediate household.

**C. Personal**

Two (2) days of leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the paraprofessional's principal or other immediate supervisor for



personal leave shall be made before taking such leave. Unused personal days will be converted to sick days if not taken.

**D. Quarantine**

No deduction in pay.

**E. Court Subpoena**

1. One (1) day limit except on school business, in which event no deduction in pay.

2. Beyond one (1) day limit except on school business, deduction of one-half (1/2) pay or the substitute's pay, whichever is less. However, in cases where subpoena is due to paraprofessional's own negligence or personal familial problems, the employee will forfeit a full day's pay (1/181<sup>st</sup>) of salary.

**F. Other**

A leave of absence for reasons other than those set forth above may be given only at the discretion of the Board.

**ARTICLE 59**

**PARAPROFESSIONALS' CERTIFICATION**

Paraprofessionals with 60 credits beyond a high school diploma must apply for a substitute certification, and will be reimbursed for this cost by the district.

## **ARTICLE 60**

### **PARAPROFESSIONALS' RIGHTS**

**A.** Nothing contained herein shall be construed to deny or restrict to any paraprofessional such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations where these rights shall be enforced exclusively by the appropriate statutory procedure. The rights granted to paraprofessionals hereunder shall be deemed to be in addition to those provided elsewhere.

**B.** No paraprofessional shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.

**C.** There shall be no discipline for arbitrary or capricious reasons.

**ARTICLE 61**

**PARAPROFESSIONALS' COURSE REIMBURSEMENT**

Should the Board, with the Superintendent's approval, require any paraprofessional to take any course, then the Board shall reimburse the paraprofessional for its cost. All such courses must be applicable to the paraprofessional's position.

**ARTICLE 62**

**PARAPROFESSIONALS TERMINATING EMPLOYMENT**

Any paraprofessional who terminates his/her employment in the district shall be required to give at least thirty (30) days written notice to the Superintendent and the Board of Education.

**ARTICLE 63**

**PARAPROFESSIONALS' EVALUATION PROCEDURES**

A. Paraprofessionals shall receive an annual evaluation report and have an annual evaluation conference with their supervisor prior to May 15<sup>th</sup> of the contract year.

B. All paraprofessionals shall be given a copy of his/her written evaluation prior to his/her annual conference.

C. Paraprofessionals shall be rehired based on administrative need and performance evaluation by his/her supervisor and approval by the Superintendent and the Board.

## **ARTICLE 64**

### **MISCELLANEOUS PARAPROFESSIONAL COMPENSATION**

The following is a list of additional positions for which a stipend will be paid. Openings shall be posted and these positions shall be filled following the provisions of Article 5 of this Agreement. Any unfilled positions will be assigned by the supervisor.

**A. Lunch Duty**

Compensation shall be paid at the employee's hourly rate.

**B. Morning Hall Duty**

Compensation shall be paid at the flat rate of \$1,000.00 per year worked for the duration of this contract.

**C. Crossing Guard Duty**

Crossing Guard duty shall be paid at the flat rate of \$1,200.00 per year worked for the duration of this contract.

**D. Required Evening Assistant**

Paraprofessionals required to attend an evening event on behalf of student need shall be compensated at the rate of \$50.00 per occurrence.

## VI. SALARY GUIDES

Upper Saddle River Guide Movement Chart

2018-19		2019-20		2020-21		2021-22
1	→	2	→	3	→	4
2	→	3	→	4	→	5
3-4	→	4-5	→	5-6	→	6-7
5-6	→	6-7	→	7-8	→	8-9
7	→	8	→	9	→	10
8	→	9	→	10	→	11
9	→	10	→	11	→	12
10	→	11	→	12	→	13
11	→	12	→	13	→	14
12	→	13	→	14	→	15
13	→	14	→	15	→	16
14	→	15	→	16	→	17
15	→	16	→	17	→	18
16	→	17	→	18	→	19
17	→	18	→	19	→	20
18	→	19	→	20	→	20
19	→	20	→	20	→	20
20	→	20	→	20	→	20

**\*ANY TEACHER HIRED AFTER FEBRUARY 1, 2019 ON STEP 1, WILL REMAIN ON STEP 1 FOR THE 2019-2020 SCHOOL YEAR**



**SCHEDULE A**

**TEACHERS SALARY GUIDE 2019-2020**

<b>Step</b>	<b>B.A.</b>	<b>B.A. +30 or M.A.</b>	<b>B.A. +60 or M.A. +30</b>
<b>1</b>	\$56,650	\$58,650	\$60,650
<b>2</b>	\$57,150	\$59,150	\$61,150
<b>3</b>	\$57,650	\$59,650	\$61,650
<b>4-5</b>	\$58,350	\$61,350	\$64,350
<b>6-7</b>	\$59,350	\$62,350	\$65,350
<b>8</b>	\$60,850	\$63,850	\$66,850
<b>9</b>	\$62,850	\$65,850	\$68,850
<b>10</b>	\$64,850	\$67,850	\$70,850
<b>11</b>	\$67,250	\$70,250	\$73,250
<b>12</b>	\$69,850	\$72,850	\$75,850
<b>13</b>	\$73,350	\$76,350	\$79,350
<b>14</b>	\$76,850	\$79,850	\$82,850
<b>15</b>	\$80,850	\$83,850	\$86,850
<b>16</b>	\$84,850	\$87,850	\$90,850
<b>17</b>	\$88,850	\$91,850	\$94,850
<b>18</b>	\$92,950	\$95,950	\$98,950
<b>19</b>	\$97,050	\$100,050	\$103,050
<b>20</b>	\$101,150	\$104,150	\$107,150

Each staff member who earns a Doctorate Degree from an accredited university or college will receive an additional \$1000 stipend in the school year following the school year in which the degree is awarded. All stipends are additive to the guide and will be pro-rated for part time staff. All longevity shall be frozen for all existing employees at existing levels (current employees shall not advance any further than current level) and shall be eliminated for all certificated personnel not presently receiving longevity and all new certificated personnel.

The following Employee's #0078, 0191, 0382, and 0754 shall receive a stipend grandfather as of September 5, 2005.

**SCHEDULE B**

**TEACHERS SALARY GUIDE 2020-2021**

<b>Step</b>	<b>B.A.</b>	<b>B.A. +30 or M.A.</b>	<b>B.A. +60 or M.A. +30</b>
<b>1</b>	\$56,975	\$58,975	\$60,975
<b>2</b>	\$57,475	\$59,475	\$61,475
<b>3</b>	\$57,975	\$59,975	\$61,975
<b>4</b>	\$58,475	\$61,475	\$64,475
<b>5-6</b>	\$59,425	\$62,425	\$65,425
<b>7-8</b>	\$60,925	\$63,925	\$66,925
<b>9</b>	\$62,925	\$65,925	\$68,925
<b>10</b>	\$65,125	\$68,125	\$71,125
<b>11</b>	\$67,325	\$70,325	\$73,325
<b>12</b>	\$70,000	\$73,000	\$76,000
<b>13</b>	\$73,500	\$76,500	\$79,500
<b>14</b>	\$77,000	\$80,000	\$83,000
<b>15</b>	\$81,100	\$84,100	\$87,100
<b>16</b>	\$85,200	\$88,200	\$91,200
<b>17</b>	\$89,300	\$92,300	\$95,300
<b>18</b>	\$93,400	\$96,400	\$99,400
<b>19</b>	\$97,600	\$100,600	\$103,600
<b>20</b>	\$101,900	\$104,900	\$107,900

Each staff member who earns a Doctorate Degree from an accredited university or college will receive an additional \$1000 stipend in the school year following the school year in which the degree is awarded. All stipends are additive to the guide and will be pro-rated for part time staff. All longevity shall be frozen for all existing employees at existing levels (current employees shall not advance any further than current level) and shall be eliminated for all certificated personnel not presently receiving longevity and all new certificated personnel.

The following Employee's #0078, 0191, 0382, and 0754 shall receive a stipend grandfather as of September 5, 2005.

**SCHEDULE C**

**TEACHERS SALARY GUIDE 2021-2022**

<b>Step</b>	<b>B.A.</b>	<b>B.A. +30 or M.A.</b>	<b>B.A. +60 or M.A. +30</b>
<b>1</b>	\$57,305	\$59,305	\$61,305
<b>2</b>	\$57,805	\$59,805	\$61,805
<b>3</b>	\$58,305	\$60,305	\$62,305
<b>4</b>	\$58,805	\$61,805	\$64,805
<b>5</b>	\$59,655	\$62,655	\$65,655
<b>6-7</b>	\$61,155	\$64,155	\$67,155
<b>8-9</b>	\$63,155	\$66,155	\$69,155
<b>10</b>	\$65,355	\$68,355	\$71,355
<b>11</b>	\$67,600	\$70,600	\$73,600
<b>12</b>	\$70,300	\$73,300	\$76,300
<b>13</b>	\$73,800	\$76,800	\$79,800
<b>14</b>	\$77,300	\$80,300	\$83,300
<b>15</b>	\$81,400	\$84,400	\$87,400
<b>16</b>	\$85,500	\$88,500	\$91,500
<b>17</b>	\$89,700	\$92,700	\$95,700
<b>18</b>	\$93,900	\$96,900	\$99,900
<b>19</b>	\$98,100	\$101,100	\$104,100
<b>20</b>	\$102,400	\$105,400	\$108,400

Each staff member who earns a Doctorate Degree from an accredited university or college will receive an additional \$1000 stipend in the school year following the school year in which the degree is awarded. All stipends are additive to the guide and will be pro-rated for part time staff. All longevity shall be frozen for all existing employees at existing levels (current employees shall not advance any further than current level) and shall be eliminated for all certificated personnel not presently receiving longevity and all new certificated personnel.

The following Employee's #0078, 0191, 0382, and 0754 shall receive a stipend grandfather as of September 5, 2005.

**SCHEDULE D**  
**SECRETARIES' SALARY GUIDE**

<b>Step</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
<b>1</b>	\$37,180	\$37,680	\$38,180
<b>2</b>	\$38,180	\$38,680	\$39,180
<b>3</b>	\$39,180	\$39,680	\$40,180
<b>4</b>	\$40,180	\$40,680	\$41,180
<b>5</b>	\$41,180	\$41,680	\$42,180
<b>6</b>	\$42,180	\$42,680	\$43,180
<b>7</b>	\$43,180	\$43,680	\$44,180
<b>8</b>	\$44,180	\$44,680	\$45,180
<b>9</b>	\$46,180	\$46,680	\$47,180
<b>10</b>	\$48,180	\$48,680	\$49,180
<b>11</b>	\$50,715	\$51,215	\$51,715

**Longevity**

In addition to the salary guide amounts, each staff member who has completed the appropriate number of years of service in the district will receive payments as shown below:

Level 1: after completion of 10 years: \$3,300

Level 2: after completion of 20 years: \$3,800

The amounts listed will be pro-rated for the staff members who work less than 12 months a year and/or who work less than full time in any position.

**SCHEDULE E**  
**CUSTODIANS' SALARY GUIDE**

<b>Step</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
<b>1</b>	\$44,437	\$44,937	\$45,437
<b>2</b>	\$45,437	\$45,937	\$46,437
<b>3</b>	\$46,437	\$46,937	\$47,437
<b>4</b>	\$47,437	\$47,937	\$48,437
<b>5</b>	\$48,437	\$48,937	\$49,437
<b>6</b>	\$49,437	\$49,937	\$50,437
<b>7</b>	\$50,437	\$50,937	\$51,437
<b>8</b>	\$52,567	\$53,067	\$53,567

**Longevity**

In addition to the salary guide amounts, each staff member who has completed the appropriate number of years of service in the district will receive payments as shown below:

Level 1: after completion of 8 years: \$3,300

Level 2: after completion of 18 years: \$3,800

**Other Stipends:**

Head Custodian \$3,500

Maintenance \$1,000

Night Person \$1,000

Grounds Keeper \$1,000

**SCHEDULE F**  
**PARAPROFESSIONALS' SALARY GUIDE**

<b>Step</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
<b>1</b>	\$16,346	\$16,846	\$17,346
<b>2</b>	\$16,846	\$17,346	\$17,846
<b>3</b>	\$17,346	\$17,846	\$18,346
<b>4</b>	\$17,846	\$18,346	\$18,846
<b>5</b>	\$18,346	\$18,846	\$19,346
<b>6</b>	\$18,846	\$19,346	\$19,846
<b>7</b>	\$19,346	\$19,846	\$20,346
<b>8</b>	\$19,846	\$20,346	\$20,846
<b>9</b>	\$20,346	\$20,846	\$21,346
<b>10</b>	\$20,846	\$21,346	\$21,846
<b>11</b>	\$21,346	\$21,846	\$22,346
<b>12</b>	\$22,081	\$22,581	\$23,081

**SIDEBAR AGREEMENT**  
**BETWEEN**  
**THE UPPER SADDLE RIVER BOARD OF EDUCATION**  
**AND**  
**THE UPPER SADDLE RIVER EDUCATION ASSOCIATION**

**February 5, 2020**

**WHEREAS**, the Upper Saddle River Board of Education ("Board") and the Upper Saddle River Education Association ("Association") are signatories to a collective negotiations agreement for the period of July 1, 2019 through June 30, 2022; and

**WHEREAS**, the Board and Association desire to revise Article 16, D.2, Article 16 F, and Article 29,C.1;

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD AND ASSOCIATION AGREE TO THE FOLLOWING REVISIONS:**

**ARTICLE 16**

**TEACHING HOURS AND TEACHING LOAD**

**D. 2.** Teachers will not be required to attend building or general faculty meetings during a week when a required in-service program is scheduled. Mondays will be reserved for these meetings and in-service training programs.

**F.** Each teacher shall continue to be available to meet with parents. Said meeting shall be mutually scheduled by the individual parents and teachers involved, and if necessary, may be at other than normal school hours, including evenings.

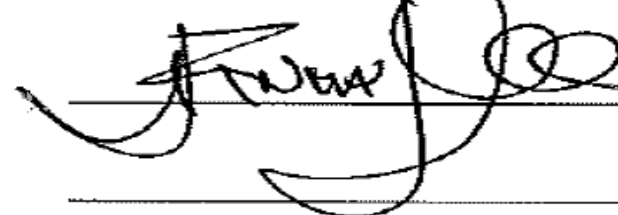
**ARTICLE 29**

**MISCELLANEOUS TEACHER COMPENSATION**

**C. Extracurricular School Activities**

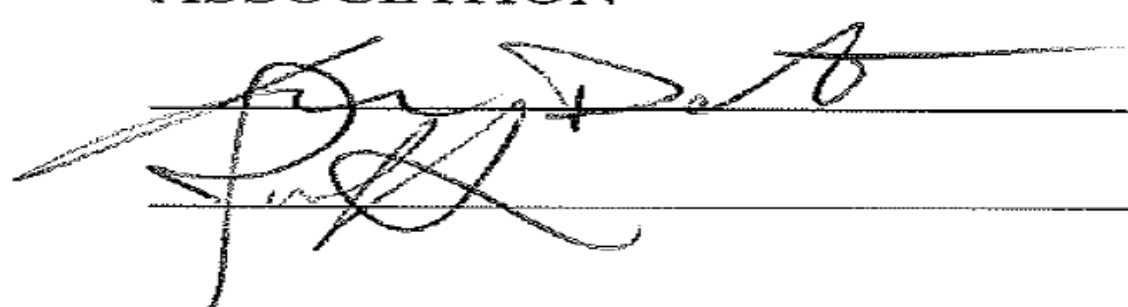
**1.** Clubs, including LEAP, but excluding athletics, may begin after student dismissal at the discretion of the school administrator and the club advisor.

UPPER SADDLE RIVER BOARD  
OF EDUCATION



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UPPER SADDLE RIVER EDUCATION  
ASSOCIATION



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