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This Agreement entered into this 14 day of April 2003, by and between the UPPER TOWNSHIP BOARD OF EDUCATION (hereinafter "Board") and the UPPER TOWNSHIP ADMINISTRATORS ASSOCIATION (hereinafter "Association").

WITNESSETH

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 their terms and conditions of employment; and

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

NOW, THEREFORE, BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. Unit

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel, whether under contract or on leave, duly employed by the Board in the following titles:

- Principals - 12 months
- Assistant Principals - 12 months
- Supervisor of Special Services - 12 months
- Supervisor of Curriculum and Instruction - 10 months

and excluding all other personnel.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 of Public Laws of 1974 in a good faith effort to reach agreement on all negotiable matters concerning the terms and conditions of employment, which will be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

ARTICLE III
ADMINISTRATORS EMPLOYMENT

A. Notification of Contract and Salary

1. Administrators shall be notified of their contract for the ensuing year as prescribed by current law or regulation.
2. Administrators shall return their signed contracts to the Board within fifteen (15) days of notification of the contract salary.

ARTICLE IV
CERTIFICATION

Each Administrator acknowledges that s/he holds an appropriate Principal/Supervisor Certificate issued in New Jersey, now in full force and effect, or will procure such certificate before the date the Administrator shall begin service, and that the Administrator, before entering upon the duties of such position, will exhibit the certificate to the County Superintendent of Schools and to the District Superintendent.

ARTICLE V
PERFORMANCE OF DUTIES

The Administrator agrees that s/he will at all times faithfully, industriously, and to the best of his/her ability, experience, and talent perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms hereof and to observe and enforce the rules prescribed for the government of the school by the Board of Education.

ARTICLE VI
PAYMENT AND TRAVEL EXPENSES

In lieu of an allowance for mileage under 50 miles in one direction, unit members shall receive a \$100 per month stipend.

ARTICLE VII
SEPARATION FROM SERVICE

- A. A member who dies before his contract year is completed shall continue to receive his/her salary payments to the extent of the vacation days he/she has accumulated.
- B. A member who resigns or retires in good standing during the contract year shall continue to receive his/her salary payments to the extent of the vacation days he has accumulated.

ARTICLE VIII
LENGTH OF CONTRACT

After commencement of this Agreement, an Administrator may terminate his/her contract by giving the Board sixty (60) days notice in writing of his/her intention to terminate same. Every effort shall be made to give the Board ninety (90) days notice whenever possible. The termination of an Administrator's employment by the Board shall be governed by the statutes of the State of New Jersey and the rules as adopted by the Commissioner of Education governing the termination of employees.

ARTICLE IX
TUITION REIMBURSEMENT

- A. The Board agrees to reimburse an Administrator for credits toward graduate degrees or graduate courses approved by the Superintendent. All requests for such tuition shall be submitted to the Superintendent for approval prior to enrollment.
- B. The Board's maximum liability for this benefit shall be \$2,800.00 per year in 2003-2004; 2004-2005; and 2005-2006. This fund may be utilized by one or more Administrators in any year.
- C. Reimbursement is to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be a "B" or greater, except in cases of pass/fail option where a passing grade shall be required.

ARTICLE X
ADMINISTRATOR WORK YEAR/VACATIONS

- A. Administrators' work year shall consist of a 12 month (July 1 through June 30 work year with the exception of the Supervisor of Curriculum and Instruction.
- B. Administrators shall be entitled to 20 days vacation annually plus all recognized holidays set forth in the school calendar. After 20 years of service in the District as an Administrator the aforesaid 20 annual vacation days shall be increased to 25 days. All vacation days shall be used during the year earned with no vacation days accruing to subsequent years. Administrators employed by the Board as of July 24, 1997, shall be entitled to retain any accumulated leave previously credited to them. All Administrators must use earned vacation days no later than September 1 of the year following the year in which the vacation days are earned. Vacation days shall be earned on a pro rata, monthly basis.

Administrators hired on or after July 1, 2003 shall be entitled to fifteen (15) vacation days

per year earned on a pro rata basis as noted above for the first five (5) years of employment with the Upper Township Board of education. Thereafter, Administrators shall earn one (1) additional vacation day per year until a total of twenty (20) vacation days are earned per year. This language does not apply to the newly hired Vice-Principal.

- C. During winter and spring recesses (Christmas and Easter) or other times when school is not in session, Administrators shall work a total of 4 days, the designation of which shall be at the discretion of the Superintendent of Schools.
- D. Administrators shall not schedule vacations so as to interfere with two in-service days to be scheduled by Superintendent during June of each year, as well as one day prior to commencement of school in September. The exact dates of the in-service days shall be provided to the Administrators by the Superintendent no later than April 1 of each year.

ARTICLE XI

PROFESSIONAL DUES AND LEAVES

- A. An employee shall be permitted to attend up to one national and one state convention per school year with expenses to be paid by the board. The choice of convention is subject to the prior approval of the Superintendent. The Board shall allocate a total of \$1,700.00 per year per administrator (non-accumulative) for this purpose.
- B. The Board shall pay on behalf of the employee up to \$900.00 per administrator per year for dues for appropriate local, state and national professional organizations.

ARTICLE XII

LEAVES

- A. Sick Leave
As of July 1 of each year, employees shall be entitled to twelve (12) sick leave days each year whether or not the employee reports for duty on the first day of school. Unused sick leave shall be accumulated form year-to-year, with no maximum limit.

B. Personal Leave

Employees shall be granted three (3) personal days per year. If an employee does not use personal leave days during the school year; one (1) additional sick day shall be added to the employee's accumulated sick days for each personal day not used.

C. Bereavement Leave

An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, and son-in-law. Two (2) days per event shall be granted for any other person residing in the domicile. These days shall not be cumulative.

D. Family Illness Days

An allowance of up to five (5) days per year shall be granted for medically serious illness of father, mother, spouse, child, brother or sister. an allowance of up to two (2) days per year shall be granted for medically serious illness of mother-in-law, father-in-law, grandmother, or grandfather. Documentation as to illness of the immediate family member may be required by the Superintendent.

ARTICLE XIII

SICK LEAVE AT RETIREMENT

Administrators retiring from the District with twelve (12) years of service in the Upper Township Schools shall receive the sum of \$50.00 per day times their accumulated unused sick leave days accrued during their employment in the District, up to a maximum of one hundred (100) days, or a maximum of \$5,000.00 for contract year 2003-2004. During contract year 2004-2005, Administrators shall receive \$50.00 per day for a maximum of one hundred twenty (120) days, or a maximum of \$6,000.00; and during contract year 2005-2006, Administrators shall receive \$50.00 per day for a maximum of one hundred forty (140) days, or a maximum of \$7,000.00.

ARTICLE XIV
INSURANCE PROTECTION

- A. The Board shall provide to each administrator the same health insurance protection as provided pursuant to the agreement between the Board and the Upper Township Education Association in the contract dated July 1, 1996 through June 30, 1999. Said insurance protection shall include all paragraphs as included in Article XXIV of the agreement between the Board and the Upper Township Education Association.
The Board shall have at its sole and exclusive option, the right to grant health insurance coverage to newly hired administrators, to include family coverage.
- B. TPAF Pension/Life Insurance reimbursement terminates on June 30, 2000. All Administrators employed by the Board as of January 18, 2001, shall continue to receive TPAF Pension/Life Insurance reimbursement. All Administrators hired after January 18, 2001, shall not receive reimbursement for TPAF Pension/Life Insurance.

ARTICLE XV
BOARD OF EDUCATION LEGAL PREROGATIVES

In accordance with New Jersey Statutes and the Constitution of the United States, the Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To exercise executive management and administrative control over the school system and its properties and facilities.
2. To hire all employees subject to the provisions of the law and subject to the limitations of this Agreement.
3. To establish grade levels and courses of instruction, including special programs and to

provide for athletic, recreational and social events for students, all as deemed necessary and/or advisable by the Board.

4. To control the means and methods of instruction, the selection of textbooks and other teaching materials, aids and equipment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" shall mean a claim by an employee covered by the collective bargaining agreement that there has been:

1. A misrepresentation, misapplication or violation of Board policy.
2. A violation of this agreement; or
3. An administrative decision adversely affecting the employee or employees covered by this Agreement.

B. General Procedures

1. A grievance must be initiated by the employee within ten (10) school days of its occurrence or when the employee would reasonably be expected to know of its occurrence in order to be considered. Grievances not presented in a timely manner shall be deemed waived.

2. Failure at any level of this procedure to communicate the decision reached on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level.
3. Failure at any level of this procedure to appeal a grievance to the next level within the specified time line shall be deemed to be acceptance of the decision at that level.
4. It is understood that employees shall, during and notwithstanding pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effects thereof shall have been fully determined.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process.
6. It is agreed by both parties that these proceedings shall be kept as informal and confidential as may be appropriate at any level.
7. An employee with a grievance shall first process said grievance through the Association. If the Association deems the grievance to be meritorious, it, as the representative of the employee, shall process said grievance as outlined below.

C. Levels

Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally.

Level 1

If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, they may set forth their grievance in writing to their principal or immediate supervisor on the grievance forms provided. This writing must include the following: the nature of the grievance; the specific contract provision violated; the identity of the grievant(s); the nature and extent of the injury or loss suffered; and the precise

remedy sought. The principal or immediate supervisor shall communicate his/her decision to the employee in writing within three (3) days of receipt of the written grievance.

Level 2

1. The employee, no later than five (5) school days after receipt of the decision at Level 1, may appeal this decision to the Superintendent of Schools or the Board, whichever is appropriate. This appeal must be made in writing, including all of the information described in Level 1 (above) and stating the employee's dissatisfaction with the decision previously rendered. If the appeal is to the Superintendent of Schools, he shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent of Schools shall communicate his/her decision in writing to the employee and the immediate supervisor.
2. If the appeal is to the Board of Education, the request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within seven (7) school days to the Board. In order to process a grievance to the Board, the employee must have his/her request for such an action accompanied by the written recommendation of the Association. The Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee. The Board shall render a written decision within thirty-five (35) days of receipt of said grievance by the Board or the date of the hearing with the employee, whichever comes later.

Level 3

An Administrator, in order to process his/her grievance beyond Level 3, must have his/her request for such action accompanied by the written recommendation for such action by the Association. If the employee is dissatisfied with the decision of the Board and if the grievance pertains to a matter of previous formal agreement between the Board and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent of Schools no later than two (2) weeks after the decision, in writing, or two (2) weeks after the decision deadline if no decision has been rendered.

1. Limitations as to Arbitration

In addition, no claim by an employee shall constitute a grievable matter beyond Level 2 or be processed to Level 3 if it pertains to:

- a. Any matter for which a review by Arbitration is prohibited by law.
- b. Any matter for which an alternate procedure for review is mandated by law.
- c. Any rule or regulation dealing with the internal matters of the Board or the State Commissioner of Education.
- d. Any act beyond the scope of the Board's legal authority.
- e. Unless otherwise set forth in this Agreement as a contractual right of a non-tenured employee, a complaint of a non-tenured employee which arises by reason of his/her non-reappointment.
- f. Unless otherwise set forth in this Agreement as a contractual right of an administrator, a complaint occasioned by an appointment to or lack of retention in any position in which tenure is either not possible or not required.
- g. Procedure for Securing the Services of an Arbitrator
 - (1) The party seeking arbitration will obtain the services of an arbitrator through the Public Employment Relations Commission.
 - (2) The parties agree to be bound by the rules and regulations of PERC.
 - (3) Each party shall bear the cost incurred by its participation. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.

h. Authority of Arbitrator

The arbitrator shall be limited to the issues submitted to him/her and shall consider no other issues. H/she can neither add to, subtract from, nor modify the terms of this Agreement or any policy of the Board. The arbitrator is further limited to considering only the four corners of this Agreement and may not consider any past practices in interpreting any provisions thereof. The Arbitrator shall not be governed by the legal rules of evidence but may receive any logical evidence which the arbitrator may deem to have probative value. The decision of the arbitrator shall be advisory only.

i. Right of Employees to Representation

Any aggrieved employee(s) may be represented at all stages of the grievance procedure by themselves, or at their option, commencing at Level 1 and beyond, by a

representative selected or approved by the Association.

ARTICLE XVII

SALARY

- A. 2003-2004 - 2.5% guaranteed salary, plus up to 2% goals and objectives money.
- 2004-2005 - 2.5% guaranteed salary, plus up to 2% goals and objectives money.
- 2005-2006 - 2.5% guaranteed salary, plus up to 2% goals and objectives money.

All of the goals and objectives money earned, to a maximum of two per cent (2%) will be added to the employee's base salary.

- B. Goals/Objectives

The 2% "goals and objectives" monies for the 2003-2004, 2004-2005, and 2005-2006 school years shall be paid out as follows:

Employees shall be eligible to earn up to 2% each year of the agreement, based upon satisfactory performance of goals and objectives which will be developed by the superintendent and each administrator. Goals and objectives shall be based on administrator's job descriptions.

The goals and objectives shall be based upon a collaborative effort between the Administrators and the Superintendent. The Superintendent will meet with each member of the administrative staff in May of each year to set a goal or goals for the following year. The goal or goals agreed upon will be implemented during the following year. Evaluation of a goal or goals will be ongoing with final evaluation in June or upon completion of goal or goals.

ARTICLE XVIII

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the parties and the settlement of all bargainable issues which were, or could have been, the subject of negotiations. All prior Agreements, either oral or written, are hereby canceled. During the term

of this Agreement, neither party shall be required to negotiate over any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, or otherwise modified except by the consent of both parties as evidenced by a signed, written document.

ATTEST:

**UPPER TOWNSHIP ADMINISTRATORS
ASSOCIATION**

ATTEST:

**BOARD OF EDUCATION OF UPPER
TOWNSHIP**
