

**2008-2009
2009-2010
2010-2011**

**NEGOTIATIONS
AGREEMENT**

between

**UPPER FREEHOLD REGIONAL
BOARD OF EDUCATION**

and

**UPPER FREEHOLD REGIONAL
EDUCATION ASSOCIATION**

Allentown, New Jersey

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PREAMBLE

This Agreement entered into this 30th day of June, 2008 by and between the UPPER FREEHOLD REGIONAL BOARD OF EDUCATION, hereinafter called the "Board" and the UPPER FREEHOLD REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Upper Freehold Regional School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are qualified to advise in the development of programs designed to improve education standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 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, be it

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

ARTICLE I RECOGNITION STATEMENT

A. Unit

Pursuant to Chapter 303, Laws of the State of New Jersey, known as the Employer-Employee Act of 1968, the Board hereby recognizes the Association as the majority representative with all the exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel under contract with the Board (excluding Superintendent, Assistant Superintendent, Directors, Principals, Vice Principals, and Certified Novell Engineer(s)).

B. Definition

Unless otherwise indicated, the term "members" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined (all certified personnel under contract with the Board excluding the Superintendent, Assistant Superintendent, Directors, Principals and Vice Principals) and reference to male members shall include female members.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in good faith effort to reach agreement on all matters concerning the term and conditions of members' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, and be signed by the Board and the Association.

B. 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 III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a member of the Association based upon the interpretation, application or violation of this Agreement affecting a member or a group of members. The formal grievance must be submitted no later than twenty-five (25) school days from the occurrence of the alleged contractual violation.

2. Aggrieved Person

An aggrieved person is the person or persons or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of school 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. Year End Grievances

In the event a grievance is filed 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. Level One - Principal

A member with a grievance shall simultaneously present it in writing and discuss it with his principal and immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the member may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, the member may, within five (5) school days after a decision by the Superintendent, or twelve (12) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association refer it to the President of the Board of Education.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the President of the Board, the member may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the President of the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration

with fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, than 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 which requires the commission of an act prohibited by law or which is violates the terms of this Agreement or Title 18. The decision of the arbitrator shall be submitted to the Association President and shall be final and binding on the parties.

(d) In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C6(b) of this Article.

(e) The cost 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 same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person must be present and may be represented at all stages of the grievance procedure by themselves or at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. Representation at Levels One and Two will be from the local association. Representation at Levels Three and Four would allow outside representation to be accepted by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions will be rendered in writing on a form to be developed and attached to this contract.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

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

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV MEMBER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any member such rights as they may have under New Jersey School Laws or other applicable New Jersey laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No member shall be disciplined, reprimanded or deprived of any professional advantage or given an adverse evaluation without just cause. Any such action by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth with the exception of those specific areas wherein a particular method of appeal is provided in N.J.S.A. 18A:1-1, et seq., (18A:29-14, 18A:6-10).

D. Required Meetings or Hearings

Whenever any member is required to appear before the Superintendent or his designee, Board or any committee, member, local representative or agent thereof concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then they shall be given ten (10) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview. Any immediate suspension of a member pending charges shall be with or without pay, at the discretion of the Board, and must be heard by the Board within ten (10) days of the suspension.

E. Evaluation of Students

The member shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Freehold Regional School District based upon their professional judgment of available criteria pertinent to any given subject area or activity to which they are responsible. No grade or evaluation shall be changed without consultation with the member. In those instances wherein the member has resigned, relocated or is otherwise unavailable for the consultation aforementioned, the Association President or one of its officers shall be notified of any anticipated action to change a grade or grades.

F. Association Identification

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

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public information.

Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

Representatives of the 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.

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Association shall apply to the Superintendent or his designee in advance of the time and place of all such requested meetings.

B. Exclusive Rights

The rights and privileges of the local Association and its representatives as set forth in the Agreement shall be granted only to the local Association as the exclusive representative of the members, and to no other organizations.

ARTICLE VI MEMBER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for members employed on a ten (10) month basis (other than new personnel who will be required to attend an additional four (4) days of orientation) shall not exceed one hundred eighty-three (183) days (one hundred eighty-seven (187) days for new staff), exclusive of emergency closings.

For each month of service the member shall receive ten percent (10%) of his/her annual ten month salary. For months when a member works less days than those listed on the school calendar the following formula shall be used:

Pay for those days shall be computed: Annual salary/186 multiplied by the Actual Number of days worked.

Pursuant to the foregoing, the in-school work year shall consist of one hundred eighty-six (186) days. These days are delineated in the district's official school calendar as follows:

One hundred eighty (180) scheduled student days plus three (3) days for a total of one hundred eighty-three (183) days. In addition, all newly hired teaching staff will be required to attend four (4) additional days of in-service orientation at the beginning of his/her first year of service, for a total of one hundred eighty-seven (187) days.

2. Twelve (12) Month Personnel

The in-school work year of members employed on a twelve (12) month basis shall not exceed two hundred six (206) days.

3. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any days on which member attendance is required.

4. Inclement Weather

Member attendance shall not be required whenever student attendance is not required due to inclement weather.

5. Curriculum Development Work

If it becomes necessary for curriculum development work, upon approval of the Board, it shall be paid at the rate as listed in Addendum D.

B. School Calendar

The School Calendars for **2008-09, 2009-10, and 2010-11** shall be set by the Board prior to the start of each school year. Changes in the School Calendar, a unilateral function of the Board, shall be made after consultation between the Association and the Board upon recommendation of the Superintendent.

C. Emergency Evacuation-

In the event of one or more bomb threats which result in a school building evacuation, up to one (1) additional day may be added to the calendar to make up for any loss in instructional time for the affected school at the discretion of the Board, if the loss of time reduces the day to fewer than four (4) hours.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

Reversion of IBS - The Board, in its sole discretion, may discontinue the Intensive Block Scheduling. In the event this occurs, there will be a reversion to the contract language extant in the collective bargaining agreement which expired June 30 1996 as written in Addendum E; In particular the language as modified in Articles VII, VIII, and X.

A. Teaching Hours

1. Teacher Day

Members are expected to devote to their assignments, in meeting the needs of the young people, the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes but to check in and out on a sheet so designated by their building principals.

2. Length of Day - Full Time Employees

The total in-school workday of all teachers in the system shall consist of a minimum of seven (7) hours and a maximum of seven and one-half (7½) hours in accordance with the requirements of the particular building needs. This time shall also include a duty free lunch period.

3. Less Than Full Time Employees

Less than full time employees may be required to meet the same requirements of a full time teacher as it pertains to prep time (pro-rated), homeroom, duties and time in attendance, either before or following the commencement and conclusion of the school day. Any employee who is employed less than full time shall be entitled to a pro-rated share of those divisible benefits available to full time personnel (vis, sick days, professional days, personal days, lunch periods, preparation periods). The pro-rating shall be accomplished by applying a fraction to the total benefit available to full time personnel. The numerator of such fraction shall be the number of hours worked per week by the less than full time employee; the denominator shall be thirty-seven and one-half (37½) hours. All partial days will be rounded to the nearest half day.

It is understood and agreed that certain benefits cannot be pro-rated because they are non-divisible (vis, health insurance, dental insurance, prescription). To qualify for the aforementioned non-divisible benefits, during the term of this agreement, the less than full time personnel must work no less than five-eighths ($\frac{5}{8}$) of the total hours per week. Teachers employed to work two (2) scheduled blocks pursuant to the IBS shall receive five-eighths ($\frac{5}{8}$) of the salary of a teacher working a full time schedule and will continue to be eligible for and entitled to insurance coverage. Teachers employed to work one scheduled block shall be paid at a rate of three-eighths ($\frac{3}{8}$) of the salary determined by their step on guide and will not be entitled to health, dental or prescription coverage.

Less than full time teachers shall have, without division, all other rights and privileges guaranteed to and full time teachers including, but not limited to, compensation for co-curricular positions, class coverage, and tuition reimbursement.

4. Arrival and Dismissal Time

Except as might be required because of duty needs, teachers shall be required to report for work no later than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day.

B. Teaching Load

1. Grades 9-12

Realizing the absolute necessity of providing proper conditions for professional personnel, but subject to the Board's right to maintain the efficiency of the school district operations entrusted to it, no secondary teacher, except in cases of emergency shall have a work schedule exceeding three (3) student instruction periods and one (1) preparation period of eighty-five (85) minutes duration. Teachers assigned to teach blocks 1, 2 and 3 will be assigned the first lunch period of the day. Secondary teachers may also be assigned limited supervisory duties before and after school, or a homeroom as well as student activity periods scheduled during the school day. In this case, each of the other periods except the lunch block will be shortened by fifteen (15) minutes. The schedule can only be changed by atypical conditions, such as a change in school hours. Teachers who teach during blocks of less than eighty-five (85) minutes duration may be assigned additional student contact time so long as the total does not exceed eighty-five (85) minutes. (for example - a teacher may be assigned to teach a fifty-five (55) minute daily class and be assigned to cover a thirty (30) minute daily duty.)

2. Elementary Schools K-4

The daily teaching load and assigned duties in the Elementary/Middle schools, whenever possible will not exceed five and one-half (5 ½) hours of pupil contact but in no instance will it exceed six (6) hours of pupil contact.

2a. With the understanding that teachers' skills are best utilized in the activities related to and involving the instruction of students, every effort will be made to limit the duties of teachers in the Elementary and Middle Schools. These duties may include cafeteria duty, recess duty, and hall duty.

3. Number of Preparations (Grades 9-12)

High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations. All possible efforts will be made in this direction. If an occasion arises where it is not possible, the Association will be consulted.

4. Continuous Teaching in Elementary Schools

Every effort will be made by the Administration to keep continuous teaching to a maximum of three (3) hours.

5. Elementary School Duties

Teachers shall have no more than one (1) duty period per week.

6. Middle School

A committee will be formed comprised of two (2) members of the Association and two (2) representatives of the Board to change/clarify pupil contact time and the possibility of a modified schedule or a partial block schedule at the Middle School. The Superintendent shall also be a

member of the committee. The respective committees of the parties will present their findings to the Negotiation Teams for consideration and possible modification.

C. Lunch Periods

1. Lunch

Teachers shall have a daily duty-free lunch period in all schools which shall be a minimum of twenty-five (25) minutes duration.

2. Leaving of Building

Teachers may leave the building without requesting permission during their scheduled duty-free periods, but must indicate their absence on a sign-in sheet.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Uninterrupted preparation time will be provided as follows:

Grades K-8: One (1) period of forty (40) minutes duration per day,

Grades 9-12: One (1) period of eighty-five (85) minutes per day.

(a) Each school principal will provide to the Association President or his/her designee, a copy of the school's master schedule for the first semester on August 15th proceeding each school year and will provide to the Association President a copy of the school's master schedule for the second semester on January 2nd of that school year. Teachers will be compensated at the rate of \$300 for planning time for each assigned course change made after those dates.

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes

during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the class coverage rate as listed in Addendum D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, staff will be paid the hourly co-curricular rate as listed in Addendum D.

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities. The professional staff will work collaboratively to implement the goals established by the Board.

1. Volunteer Aids

Every effort will be made to initiate a program whereby volunteer aids will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

ARTICLE IX TEACHER EMPLOYMENT

A. Certification

1. Standard Certificates

The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment where possible.

2. Notification

Upon request the Superintendent shall furnish to the Association in writing the certificates and degrees held, major and minor fields of study and prior experience of each new teacher.

B. Reduction in Certified Personnel

The Board realizing responsibility to staff, students and its commitment to developing conditions for a good educational program and in light of any adverse financial conditions or declining enrollment that might require reduction in certified personnel, will discuss such action with the Association prior to Board decision.

C. Non-Certificated Personnel

In no case shall any non-certificated employee be requested or required to perform any duty mandated by law to be performed by a duly certified professional employee, except in cases of emergency as determined by the building administrator.

D. Returning to the District

A member with previous teaching experience in the Upper Freehold Regional School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corp., VISTA or National Teacher Training Corps, work and time spend on a Fulbright Scholarship up to a maximum of four (4) years except as mandated by law. Such members who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system, be restored to the salary schedule at that step which they left.

E. Previous Sick Leave Accumulation

Previously accumulated unused leave days shall be restored to all returning members.

F. Notification of Contract and Salary

Members shall be notified of their contract and salary status for the ensuing year no later than the date required by statute.

G. Termination of Employment

Teachers who intend to terminate their employment shall give the Board a minimum of sixty (60) days written notice of their intention to terminate.

**ARTICLE X
SALARIES**

A. Regular Salaries

1. Salary schedules for all personnel are attached hereto and made a part hereof as Addendum A.

2008-09 Salary Guide	4.5%
2009-10 Salary Guide	4.5%
2010-11 Salary Guide	4.5%

2. Members employed on a ten (10) month basis shall be paid twice a month.

3. Members may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and deposited in MONOC. Members specifying this option may not change the plan during the school year.

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

5. Members shall receive their final checks on the last working day in June.

6. The Board shall reserve the right to withhold increments against such members for whom a recommendation has been made by the

Superintendent of Schools. All such recommendations will have been made in light of existing state and local policies concerning evaluation. Any member, for whom such a recommendation has been made, will receive notification after such action has been taken by the Board of reasons for this recommendation. The member in turn shall have the right to petition the Board. All such increment withholdings will be decided on the basis of professional performance.

7. A maximum of four (4) years military experience may be applied. Any member hired prior to February 1st will be given a full year's experience for salary purposes.

8. Teaching credit will be given for non-public school experience as long as the teacher was in possession of a state teaching certificate during the credited period.

9. All teachers will be on guide by the start of calendar year.

10. Teachers assigned to home instruction will be compensated at the rate as listed in Addendum D plus up to one (1) hour travel time from school or home to tutorial site and back.

B. Extra-Curricular Salaries

1. Coaches will be paid at the end of their respective seasons upon successful completion of their responsibilities as approved by the Athletic Director and Building Administrator. Those coaches who are paid by direct deposit shall be paid one-half (½) of their stipend at the mid-point of their season and the balance at the next available pay date after the successful completion of their responsibilities as approved by the Athletic Director and Building Administrator.

(a) Compensation for participation in post season competition will be paid at a rate of \$30.00/day for head coaches with a maximum payment of \$450.00 and \$25.00/day for assistant coaches with a maximum payment of \$375.00, inclusive of all practices and competition days.

2. All other extra-curricular advisors and the Athletic Director will be paid twice each year, once on January 31st and once at the end of the school year. In each instance, payment shall be made only upon completion of all responsibilities as approved by the Building Administrator.

3. Extra-curricular salaries are attached hereto and made a part hereof as Addendum B.

4. Coaching salaries are attached hereto and made a part hereof as Addendum C.

C. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

1. One (1) week salary for each full year of service in the Board's employ.

2. The Board, in its sole discretion, may increase the foregoing for any employee who has twenty (20) or more full years of employment with the Board.

D. Professional Development Increment

Teachers who have met the requirements set forth in Addendum F will receive a \$500.00 annual increment. This language will remain in this contract until such time as the last member who was eligible for the increment has left the

district. A list of qualified members will be made available to the Association annually in September by the Superintendent or his/her designee.

ARTICLE XI TEACHER ASSIGNMENT

In case of emergency, the situation necessitating a change will be explained in writing to the individual(s) involved and to the Association.

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignment to new teachers as soon as possible.

In the event that changes in such schedule, class and/or subject assignments, building assignments or room assignments are proposed after August 1st, any teacher affected shall be notified promptly in writing.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study unless an emergency exists.

Members may be required to use their own automobiles in the performance of their duties and members who are assigned to more than one (1) school shall be reimbursed for all such travel at the IRS approved rate as of July 1st of the ensuing contract year.

ARTICLE XII VOLUNTARY TRANSFERS AND REASSIGNMENTS

When vacancies occur, they will be immediately posted in the main office of each building. No later than May 1st of each school year, the Superintendent shall deliver to the Association President a list of the known vacancies which shall occur during the following school year. Minutes of public meetings that reflect transfers and reassignments will be posted in each building and provided to the Association representative upon request.

ARTICLE XIII TEACHER EVALUATION

A. Frequency of Non-Tenure Teacher Evaluation

A non-tenure teacher shall be observed by a certified administrator at least three (3) times in each school year, to be followed in each instance by a written report and by a conference between the teacher and the certified administrator for the purpose of identifying deficiencies, extending assistance for their correction, recognizing strengths and improving instruction. Evaluation of teacher performance shall be based on at least three (3) in-classroom observations of at least thirty (30) minutes, each occurring on separate days.

B. General Criteria

1. Open Evaluation

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

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by that teacher's evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

3. Evaluation of Co-Curricular Activities

The evaluation of co-curricular activities will take place at the end of the year (season). Each advisor (coach) will be made aware of the criteria upon which will be used for evaluation and who will be doing the evaluation.

C. Evaluation Procedure

1. Communication

Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 2 below, regarding that teacher's performance.

Evaluations will be formal or in accordance with the Waiver of Compliance as outlined in Addendum H.

2. Reports

Evaluation reports shall be presented to teachers by their immediate supervisor in accordance with the following procedures:

- (a)** Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any and all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- (b)** Such reports shall be addressed to the teacher.
- (c)** Such reports shall be written in narrative form and shall include, when pertinent:
 - (1)** Strengths of the teacher as evidenced during the period since the previous report.
 - (2)** Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3)** Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

D. Personnel Records

Teachers shall have the right, upon request, to review the contents of their personnel file. All such actions must be performed in the presence of the Superintendent of Schools.

All statements concerning a teacher, including classroom evaluations and end of the year administrative reports, that are placed in the personnel file must be signed by the teacher in question indicating an awareness thereof.

Where the teacher disagrees with statements placed in his personnel file, that teacher has the right to indicate any disagreement in writing and have such included in their personnel folder.

ARTICLE XIV SICK LEAVE

A. Regular Sick Leave

1. As of September 1, 1977, all members employed shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year as provided by law.
2. Members shall be given a written account of accumulated sick leave no later than September 30th of each school year.

B. Extended Sick Leave

When absence, under circumstances described in N.J.S.A. 18A:30-1, exceeds the annual and accumulated sick leave, the Board, in its sole discretion, may pay any member each day's salary less the pay of a substitute, if a substitute is employed pursuant to the provisions of 18A:30-6.

Upon the written request, a member or his/her representative will have the opportunity to meet with the Board to present the member's view as to why such payment should be made. Nothing herein shall preclude said request from being made prior to the annual and accumulated sick leave being exhausted.

C. Accumulated Sick Leave Retirement/Death Benefit Plan

Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least fifty percent (50%) of his/her sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following schedule which is based upon the years of experience in the Upper Freehold Regional School District.

YEARS OF SERVICE:	COMPENSATION:
15	\$2,000
20	\$2,500
25	\$3,000
30	\$3,500
35	\$4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement/benefit.

D. Maternity Leave - Leave of Absence for Medical Reasons

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth including false pregnancy and termination of pregnancy to pregnant members on the same terms and conditions governing leaves of absence for other illnesses or temporary medical disabilities as set forth in N.J.S.A. 18A:30-1, et seq. and Title 9 of the Federal Education Act and amendments of 1972.
2. Requests for maternity leave must be submitted at least ninety (90) days prior to the onset of the leave.
3. A member returning from a leave of absence due to pregnancy, false pregnancy, termination of pregnancy or birth shall be entitled to all

benefits to which members returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured member who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured member who would not have been otherwise offered such a contract.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

With the exception of the accumulating provision set forth in the last sentence of Article XIV:A.1, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the member's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (Except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for such leave other than that the leave is being taken under this Section. Personal days immediately before and after holidays will be granted only to the limit of five (5) staff members per building on any given day. Applications for personal day approval immediately before and after holidays will be accepted no earlier than September 1st of the school year in which they are to be taken and will be granted on the basis of order of receipt (first submitted-first granted).

On an annual basis, teachers shall be given two (2) options regarding their unused personal days:

Option #1 - Unused personal days will be converted to sick days as of September 1st of the subsequent school year.

Option #2 - Teachers will be paid for unused personal days at a rate of \$50 per day payable on August 15th of the following school year.

2. Professional

Employees will be given up to three (3) days for the purpose of visiting other schools, attending meetings, or conferences of an educational nature with administrative approval.

3. Legal

Staff will be granted time for appearances in legal proceedings connected with issues regarding employment or with the school system. In the event that a civil suit is brought by an individual member against the school district, that member will not be entitled to payment for those workdays missed for attendance at the required proceedings. Should that member prevail with the issue, that member will be compensated for all unpaid days missed due to associated legal appearances.

4. Bereavement Leave

The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following:

Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

5. Temporary Military (Maximum of Two Weeks)

Time necessary for persons called into temporary active duty of any unit of the US Reserves or the State National Guard. A member shall be paid his regular pay in addition to any pay that he receives from the State or Federal government.

6. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the member is entitled by law.

7. Leave for Illness in Family

Once personal leave is exhausted, teachers would be eligible for a maximum of five (5) days leave for illness in the family at a per diem deduction equal to the per diem substitute rate.

8. One Year Unpaid Leave

Any tenured teaching staff member with seven or more years of experience may be granted, upon application to the superintendent, a one-year unpaid leave of absence at the discretion of the superintendent. The number of such leaves to be granted for a single year will be limited to three only. Requests for such leave may be submitted October 1st through January 31st of each school year and will apply to the subsequent year. Requests will be granted on the basis of the order of receipt (first come-first granted). Such leave may not be combined with another category of leave. A leave as provided in this clause may not be granted to an individual teaching staff member any more frequently than once every seven years. A teacher who is granted such leave is required to submit a written notification by February 15th of the year of the leave of his/her commitment to return at the start of the succeeding school year, failure to submit such written notification will constitute notice of resignation.

ARTICLE XVI REIMBURSEMENT FOR CONTINUING EDUCATION

A. Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the professional staff are as follows:

In order to be eligible a member must:

1. Possess a New Jersey teaching certificate with the subject or specialty area endorsed.

2. Possess a BA or BS degree.

3a. Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor, as the case may be, which gives evidence of successful completion of the course(s).

3b. Courses will be related to obtaining advanced degrees, secondary certifications, coursework that will maintain or improve job skills, or any other courses related to the field of Education.

3c. Intended courses will be presented to the Superintendent for approval prior to course registration. Approval of these courses shall not be arbitrarily denied.

Addendum E Reversion Language (continued)

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Preparations time will be provided as follows:

Grades K-8: One (1) period of forty (40) minutes duration per day, except for Special Services teachers who will have the equivalent of forty (40) minutes per day.

Grades 9-12: One (1) period per day (forty-two (42) minutes):

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the rate as listed in Addendum D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, the hourly rate as listed in Addendum D.

Addendum E Reversion Language (continued)

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board of Education adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities.

1. Volunteer Assistants

Every effort will be made to initiate a program whereby volunteer assistants will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

2. Cafeteria Supervision

In regard to cafeteria supervision of high school students, all available certificated personnel will be rotated on an equitable basis, and the non-teaching schedule will not be arranged to avoid that duty.

3. Hall Duty

Each period a high school teacher will insure that the halls are cleared.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

End Reversion Language

Addendum F

- A.** A \$500 annual increment will be awarded to qualifying certificated staff members on September 30th starting in 1998.
- B.** To qualify for the PDI, staff members must successfully complete forty-five (45) hours of professional development courses* offered by the school district between November 6, 1996 and August 31, 1998.
- C.** Staff members must be employed prior to November 6, 1996 to be eligible for the PDI.
- D.** Staff members enrolled in the PDI program will not receive an hourly stipend for participating in the courses.
- E.** Only courses offered beyond regular school hours or during the summer will be counted toward the forty-five (45) hour requirement.

* Each professional development program will include a classroom application component.

The ACEP coaching course will not count toward the forty-five (45) hour requirement.

Workshops offered outside of the school must have prior administrative approval in order to count toward the forty-five (45) hour requirement. The cost of such workshops is the responsibility of the staff member.

This language will be retained in this contract until the last person who has qualified for this increment has left the district. A list of the qualified members will be made available to the Association annually by the Superintendent or his/her designee.

Addendum G

Overload Compensation

In the event that extraordinary circumstances arise that require the Board to request that a teacher carry an overload, the compensation will be calculated as follows:

High School-

A single, one semester overload will be compensated at a rate of twenty-five percent (25%) of the teacher's salary on guide for that semester. This amount will not exceed the maximum compensation allowed under this clause. In the event that a teacher is carried an overload for two (2) semesters, the compensation will be calculated as stated above for the second overload.

Elementary/Middle School-

Teachers asked to carry an overload for a single, full year course will be compensated at a rate of sixteen and seven-tenths percent (16.7%) of their salary on guide. This amount shall not exceed the maximum compensation allowed under this clause.

Less than full courses-

In the event that an overload assignment is for a duration of less than one(1) semester or one (1) year as designated above, that teacher will be compensated as calculated above on a per diem basis. Coverage will be considered an overload if the same teacher covers a class for more than five (5) days and is responsible for lesson planning and assessment of students.

Maximum compensation-

The number of days used for calculation purposes will be those days on the school calendar when the teacher is required to be in attendance. Used sick days, personal days or professional days shall not reduce the number of days used to determine the compensation for any overload.

The maximum compensation will be determined by applying twenty-five percent (25%) to seventy percent (70%) of the maximum salary on the Bachelors' guide.

The maximums for the 2008-2011 school years will be as follows:

2008-09	\$16,129.00
2009-10	\$16,706.00
2010-11	\$17,327.00

Addendum H

NEW JERSEY DEPARTMENT OF EDUCATION WAIVER APPLICATION N.J.A.C. 6:3A

COUNTY: Monmouth ID CODE # 25
DISTRICT: Upper Freehold Regional ID CODE # 5310

"Waiver" means the granting of approval to avoid compliance either with the specific procedures or the substantive requirements of a specific rule for reasons that are judged educationally, organizationally and fiscally sound.

1. List the administrative code citation(s) which the proposed waiver process will replace if approved.

N.J.A.C. 6:3-4.3

- (c) The policies and procedures shall be developed under the direction of the district's chief school administrator in consultation with tenured teaching staff members and shall include, but not be limited to:
 3. Methods of data collection and reporting appropriate to the job description including, but not limited to, observations of classroom instruction.
 4. Observation conference(s) between the supervisor and the teaching staff member.

2. Describe what the district intends to accomplish that is currently prevented or disallowed by an existing rule.

- Research indicates that improved practice is the result of self-reflection and dialogue. The draft New Jersey Professional Teaching Standards state that "the teacher participates as an active, responsible member of the professional community, engaging in a wide range of reflective practices, pursuing opportunities to grow professionally, and establishing collegial relationships to enhance the teaching and learning process." During the 2002-2003 school year, a representative committee of faculty and administration developed a model of supervision for tenured teachers that will support a full continuum of learning and professional growth opportunities.
- This differentiated model offers pathways for supervision more suitable for school reform, curriculum initiatives, and the district's block scheduling system that requires alternative instructional strategies and assessments to address additional classroom instructional time. This model of evaluation allows teachers to work individually or collegially to expand competence in these new areas. It responds to individual needs of teachers and is focused on student learning.
- In conjunction with the proposed Professional Growth Plan, administrators have the continuous responsibility of monitoring excellence by using multiple alternative sources of data about daily practice that include but are not limited to formal and informal observation, student achievement, teacher interview and student/parental feedback.
- Enabling teachers to work together and supporting them to help each other grow professionally fosters collegiality. This model emphasizes continuous appraisal of performance with a focus on self-assessment that leads to a planning process that is flexible, creative and stimulating. Professional Growth Plans are developed to focus on activities that connect to subject area, school or district initiatives and ultimately to student learning. The plan design

includes learning activities for one or more years. Participants may revise and/or expand their focus dependent on learning experiences

3. Briefly describe why a waiver is necessary to accomplish the desired objectives or measurable results. Describe your proposed equivalent.

Our current system of supervision for tenured teachers is based on a single summative evaluation of one lesson. The procedure does little to support the professional attributes that are outlined in the draft New Jersey Professional Teaching Standards or the Standards for Required Professional Development of Teachers. Our proposed Professional Growth Plans will allow tenured staff members to follow a customized path of inquiry and classroom practice that reflects state standards by including the following options: action research, peer coaching, mentoring, study groups, and curriculum projects.

For the first three years of our recommended four year cycle, in lieu of our current classroom observation document, teachers will work collaboratively with administrators to develop a summary document that chronicles the results of the Professional Growth Plan. In the fourth year, teachers will take part in a more comprehensive process that includes a classroom observation of practice, a review of a wide range of instructional documents, a self-reflective and an administrative written evaluation. In each instance, each tenured teacher will confer with his/her supervisor to develop an Annual Supervisory Summary Report that will be completed by the last day of the school year.


4. Describe the process of informing the community, parents, board of education members, administration and staff in the development of the proposal through input and public comment.

The Teacher Evaluation Committee has made regular progress reports to faculty, the district's Administrative Council, and the Board of Education. In the district's Strategic Plan, district staff and community members included the revised teacher evaluation proposal as a goal in the area of Curriculum and Instruction. Teacher Evaluation Committee members and district administrators will continue to gather information about the tenured supervision process and procedural improvements will be made as necessary. An update on the current status of the process will be provided to members of the Board of Education annually.

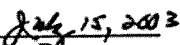
5. List the date that the local Board of Education adopted the resolution for the proposed equivalency.

July 16, 2003

I, Robert J. Connelly, certify that the information presented in this application is true and accurate to the best of my knowledge.



Robert J. Connelly, Ed.D., Superintendent



Date

Addendum I

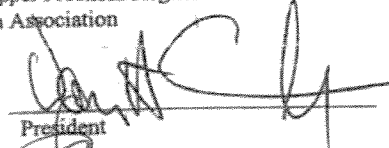

Twelve Month Professional Personnel

Proposal to a sidebar agreement
to clarify ARTICLE VI
Section A.2
Of the Collective Bargaining Agreement

2 Twelve month personnel

The in-school work year of members employed and appointed by the Board of Education on a twelve month basis shall either be: two hundred six (206) days and they shall be compensated at an additional ten (10) percent of their respective placement on the salary guide; or, two hundred sixteen (216) days and they shall be compensated at an additional fifteen (15) percent of their respective placement on the salary guide. All other terms and conditions of the collective bargain agreement will remain the same for 12 month employees as for 10 month employees.

For the Upper Freehold Regional
Education Association

9/28/01 
Date President
10/1/01 
Date Chairperson

Adopted by Upper Freehold Regional
Board of Education - September 19, 2001.

9-21-01 
Date Robert J. Connelly Ed.D.
Superintendent