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Contract no. 343

05-11

NOTARIAL PUBLIC
JULY 5 1991
RUTGERS UNIVERSITY

AGREEMENT BETWEEN THE

UPPER TOWNSHIP EDUCATION ASSOCIATION

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

THE COUNTY OF CAPE MAY, NEW JERSEY

FROM

JULY 1, 1990 THROUGH JUNE 30, 1993

TABLE OF CONTENTS

	PAGE
<u>RECOGNITION</u>	1
<u>NEGOTIATION PROCEDURE</u>	3
<u>GRIEVANCE PROCEDURE</u>	4
<u>FAIR DISMISSAL PROCEDURE</u>	9
<u>EDUCATIONAL COUNCIL</u>	9
<u>ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINE</u>	10
<u>TEACHER RIGHTS</u>	11
<u>TEACHER WORKLOAD</u>	13
<u>TEACHER FACILITIES</u>	14
<u>TEACHER EVALUATION</u>	14
<u>TEACHER ASSIGNMENT</u>	17
<u>VOLUNTARY TRANSFERS AND REASSIGNMENTS</u>	18
<u>INVOLUNTARY TRANSFERS AND REASSIGNMENTS</u>	19
<u>SICK LEAVE</u>	20
<u>PERSONAL LEAVE</u>	22
<u>PROFESSIONAL LEAVE</u>	24
<u>EXTENDED LEAVES OF ABSENCE</u>	25
<u>CHILD-REARING LEAVE</u>	26
<u>SUBSTITUTE TEACHERS</u>	27
<u>CLASS SIZE</u>	28
<u>SABBATICAL LEAVES</u>	29
<u>SALARIES</u>	31
<u>INSURANCE PROTECTION</u>	33
<u>DEDUCTIONS FROM SALARY</u>	34
<u>MISCELLANEOUS PROVISIONS</u>	35
<u>LONGEVITY</u>	37

TABLE OF CONTENTS (CONTINUED)

<u>DURATION OF AGREEMENT</u>	38
<u>SALARY GUIDE FOR 1990-91/1991-92</u>	39
<u>SALARY GUIDE FOR 1992-93</u>	40

Upper Township Education Association Negotiated Agreement

ARTICLE I

RECOGNITION

- A. Pursuant to Chapter 123, Public Laws of 1974, of the State of New Jersey, the Board recognizes the Association as exclusive representative for the purpose of collective negotiation concerning terms and conditions of employment for all certified personnel under contract as indicated herein:
- Classroom teachers
 - Special teachers
 - Speech therapists
 - Nurses
 - Librarians
 - Learning Disabilities/Teacher Consultant
 - Social Worker
 - Guidance Counselors
 - Psychologists
- B. Unless otherwise indicated the term "teachers" when used in this Agreement shall refer to all professional employees by the Association in the negotiating unit above defined, and references to male teachers shall include female teachers.
- C. The Association recognizes the Board as the elected representative of the people of the Upper Township School District and as the employer of the certificated personnel of the Upper Township School District.
- D. The Association shall certify to the Board the names of members in good standing.
- E. The purpose of this recognition is the mutual agreement that the parties will discuss terms and conditions of employment and will use mutually agreed upon channels for appeal prior to impasse.
- F. In the event of an impasse, the board of education, because of its responsibilities to the electorate, and the Association as the representative group, reserve the right to release factual information relating to proposals and counter proposals.

Upper Township Education Association Negotiated Agreement

- G. The Association will be provided with space without cost for meetings held outside of the work day and not require custodial or other cost to the Board.
- H. The Board shall continue to provide a copy of approved board minutes to the Association president.

Upper Township Education Association Negotiated Agreement

ARTICLE II

NEGOTIATION PROCEDURE

- A. 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 teachers, be reduced to writing, be ratified and signed by the Association and be adopted by the Board at a regular public meeting of the board of education.
- B. All meetings between the parties shall be regularly scheduled, whenever possible, to take place after working hours when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed upon.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- D. Proposed changes in terms and conditions of employment shall first be negotiated with the Association in accordance with the dictates of Chapter 123, Public Law 1974.

Upper Township Education Association Negotiated Agreement

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

C. Procedure

Level One

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

Upper Township Education Association Negotiated Agreement

Level Two

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

Level Three

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

Level Four

A teacher, in order to process his grievance beyond Level Three, must have his request for such action accompanied by the written recommendation for such action by the Association. If the employee is dissatisfied with the decision of the board of education and if the grievance pertains to a matter of previous formal agreement between the board of education and the teachers association, the employee or the teachers association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two (2) weeks after the decision, in writing, or two (2) weeks after the decision deadline if no decision has been rendered. No claim by a teacher shall constitute a grievable matter beyond level four if it pertains to:

- a) any matter for which a detailed method of review is prescribed by law or
- b) any rule or regulation of the state commissioner of education but not the violation misinterpretation, or misapplication of such rule or regulation or
- c) any matter which according to law is beyond the scope of the board authority or

Upper Township Education Association Negotiated Agreement

- d) any complaint of a non-tenure teacher which arises by reason of his not being reemployed or
- e) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

D. Procedure for Securing the Service of an Arbitrator

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

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself to the issue submitted. He can add nothing to, or subtract anything from any policy of the Board of Education. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract and the arbitrator is not to consider any past practice precedent in interpreting any contractual provision of the Agreement. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrators hearings. It is also understood that in acknowledging binding arbitration of disputes as above set forth the Association and its members collectively and separately shall not cause, participate, sanction or support any strike or job action against the employing Upper Township Board of Education.

Upper Township Education Association Negotiated Agreement

E. Rights of Teachers to Representation

1. Any aggrieved person may be represented at Levels 1 and 2 of the grievance procedure by himself, or at his option, with a representative selected or approved by the Association. A maximum of 6 representatives may be present at Levels 3 or 4.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level 2, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance and shall receive a copy of all decisions rendered.

F. Costs

1. Each party shall bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. Whenever any employee or representative of the Association is mutually scheduled to participate during working hours in grievance proceedings, he/she shall suffer no loss in pay.

G. Content of Forms

When prepared, grievance forms shall contain at least:

1. The nature of the grievance and approximate date of occurrence.
2. The nature and extent of the injury, loss or inconvenience.
3. Dissatisfaction with the results of previous discussions and decisions.
4. Remedy sought.

Upper Township Education Association Negotiated Agreement

H. Miscellaneous

1. Written Decisions

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

2. Separate Grievance File

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

3. Forms

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

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, previously referred to in the Article.

5. No reprisals of any kind shall be taken by either party or its representatives against any other party because of any grievance or its effects.

Upper Township Education Association Negotiated Agreement

ARTICLE IV

FAIR DISMISSAL PROCEDURE

- A. Non-tenure teachers employed by the Board shall be notified of appointment by April 30th or a written notification from the Board that such employee shall not be offered a contract for the succeeding year. Reasons for nonrenewal shall be given to the teacher in writing, if so requested in writing, and the teacher shall be entitled to a closed board hearing and representation in accordance with the provisions of Title VI of the New Jersey Administrative Code.

ARTICLE V

EDUCATIONAL COUNCIL

- A. The educational council shall consist of four (4) members of the board of education, the superintendent, the building principals and six (6) Upper Township teachers appointed by the Association. Additional administrators and/or teachers may attend when agenda items warrant their attendance. The council shall meet at least four (4) times each year to discuss matters of mutual concern. No matters shall be brought before the Educational Council that have not been previously discussed with the principal or district administrators concerned and the superintendent.
- B. A chairperson for the council shall rotate yearly between the parties to this Agreement.
- C. Either party to this Agreement may institute such meetings by developing an agenda of items to be discussed. The party receiving the initial agenda may also add items. Nothing herein precludes discussion of other concerns.
- D. Meetings shall be scheduled at a time of mutual convenience.
- E. It is expressly understood that the deliberations of the council are not intended as negotiations and the decisions of the council are not grievable provided these decisions do not change the terms or conditions of employment.

Upper Township Education Association Negotiated Agreement

ARTICLE VI

ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

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

Upper Township Education Association Negotiated Agreement

ARTICLE VII

TEACHER RIGHTS

A. Rights and Protection in Representation

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

B. Statutory Savings Clause

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

C. Just Cause Provision

See also 18A:6-10.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the superintendent or his designee, board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be entitled to have a representative of the Association present to advise him during such meeting or interview. Any suspension of a teacher pending certification of charges by the Board shall be with pay.

Upper Township Education Association Negotiated Agreement

E. Evaluation of Students

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

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of any other individual other than the superintendent unless the individual's presence has been requested by the teacher.

G. Association Identification

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

H. Procedures for Supervision of Student Teachers and Practicum Students

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

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

Upper Township Education Association Negotiated Agreement

ARTICLE VIII

TEACHER WORKLOAD

- A. As professionals, teachers are expected to devote to their duties the time necessary to meet their responsibilities. All teachers are expected to initial the sign-in/-out roster.
- B. The teacher work day, except for required professional meetings which shall not exceed a maximum of four (4) per month except for an emergency situation, shall not exceed seven hours and fifteen minutes (7:15). Professional meetings will not normally be called on Fridays.
- C. The work day for teachers on days when a professional meeting is called shall not exceed seven hours and forty-five minutes (7:45).
- D. Except for emergency circumstances requiring a teacher's presence, each teacher must inform the office before leaving the building during a duty free lunch period.
- E. Central registers shall be maintained for all teachers.
- F. A teacher on bus duty who is required to remain beyond the normal work day shall receive compensatory release time within the next ten (10) working days, but not on a day for which a professional meeting is scheduled.
- G. When Christmas falls on a day from Wednesday to Sunday, there will be an early closing on the last school day before the holiday.
- H. The Association will be consulted before the annual school calendar is adopted by the Board of Education.
- I. Teachers shall work 184 days per year. Kindergarten teachers will not be required to work any more time than the other teachers. Members of the Child Study Team may be requested to work during the summer months. Remuneration shall be at their contracted per diem rate of pay during the year services are rendered.

Upper Township Education Association Negotiated Agreement

ARTICLE IX

TEACHER FACILITIES

- A. A maximum of three (3) vending machines per school shall be permitted to be in the teachers' lounge and lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund for that purpose.
- B. The Board agrees to provide special clothing for shop, home economics, art and science teachers. Laundering shall be the teacher's responsibility.

ARTICLE X

TEACHER EVALUATION

A. Evaluation Procedure

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

B. Personnel Files

- 1. A teacher shall have the right, upon request, to review the contents of his personal file. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in their judgment, they are obsolete or otherwise inappropriate to retain, they may be destroyed.

Upper Township Education Association Negotiated Agreement

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personal file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had an opportunity to review such material by affixing his signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.
3. The Board shall not establish any separate personal file which is not available for the teacher's inspection.
4. The Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents.

C. Evaluation of Teachers

1. Prior to any annual evaluation report, the superintendent shall have had appropriate communication, including, but not limited to, all steps in Section 2 below, with any non-tenure teacher regarding his teaching performance.
2. Supervisory reports shall be presented to the teachers by the principals periodically in accordance with the following procedures:
 - a) Such reports shall be addressed to the teacher.
 - b) Such reports shall be written and shall include when pertinent:
 1. Strengths of the teacher as evidenced during the period since the previous reports.
 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - c) State mandated, non-tenure teacher evaluations shall be reasonably spaced throughout the school year.

Upper Township Education Association Negotiated Agreement

D. Final Evaluations and Personnel Files

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

E. Authorized Personnel

1. No evaluation of a teacher shall be made by anyone other than authorized New Jersey certified supervisors and/or administrators.

Upper Township Education Association Negotiated Agreement

ARTICLE XI

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their grade level and subject assignments at issuance of contract. unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties. Written notice of room and building assignments for the forthcoming year shall be given not later than the last school day of the current school year unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties.
- B. The superintendent shall assign all newly-appointed personnel to specific positions within the subject area(s) and/or grade level(s) for which the Board has appointed said personnel. The superintendent shall give notice of assignments to new teachers as soon as possible and except in cases of emergency, not later than July 1, preceding the school year for which such assignment is made.
- C. In the event that in the Spring or anytime thereafter changes in grade level and/or subject assignments are made, the teacher affected shall be notified promptly in writing and, upon request of the teacher, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and, at his option, a representative of the Association.
- D. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- E. Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate currently set by the Upper Township Board of Education for board members and administrators. Teachers who are authorized a professional visitation shall be reimbursed at the same rate.
- F. Teachers shall be required to return contracts offered no later than thirty (30) days after issuance unless a specific written request for extension of time is granted by the administrator.

Upper Township Education Association Negotiated Agreement

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. When vacancies and/or new positions occur, the superintendent shall mail notification of such to the association president and post a list of the vacancies and/or new positions in all school buildings.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
3. As soon as such a decision is made, within a reasonable time, the superintendent shall post a list in each school of the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer and mail a copy of such list to the association president.

B. Criteria for Assignment

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

Upper Township Education Association Negotiated Agreement

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

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

B. Meeting and Appeal

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

C. Priority in Reassignment

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

Upper Township Education Association Negotiated Agreement

ARTICLE XIV

SICK LEAVE

- A. As of the beginning of September each year, all teachers employed on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Sick leave shall be in accordance with statute.
- C. The superintendent may request medical certification of all illnesses. This practice will not normally be followed unless a teacher is absent three (3) or more consecutive days.
- D. Any teacher may apply for the differential between his/her salary and the rate paid a substitute teacher. Such determination by the Board shall be made on a case-by-case basis in accordance with New Jersey Statutes 18A:30-6.
- E. Workman's compensation shall be provided in accordance with the dictates of New Jersey Statutes 18A:30-2.1.
- F. Teachers employed in the summer school program shall be granted two (2) days of sick leave. For each sick leave day not used, the teacher will receive 1 additional regular sick day to be added to his/her accumulated sick days.
- G. Teachers shall be given a written accounting of accumulated sick leave no later than September 30th of each school year. The accounting shall include the ten (10) days for the current year.
- H. Any teacher returning from an extended illness shall be returned to the same or a similar position.
- I. All teachers retiring from the system with twelve or more years of service in the Upper Township Schools shall receive the sum of \$30.00 in 1990-91, \$32.00 in 1991-92, and \$34.00 in 1992-93 times their accumulated unused sick leave days accrued during their employment in the Upper Township School District. Once a teacher notifies the Board of intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in the month in which the new budget becomes effective. It is understood that all accumulated sick leave to date and through the term of this contract shall be paid at the above rate.

Upper Township Education Association Negotiated Agreement

J. Teachers will receive the following in each academic school year for sick leave days not used in that academic school year:

0 days used - \$200.00 Savings Bond
1 day used - \$100.00 Savings Bond

Upper Township Education Association Negotiated Agreement

ARTICLE XV

PERSONAL LEAVE

A. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another school year.

1. Death in immediate family:

An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, or sister. Two (2) days per event will be granted for grandmother or grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person residing in the domicile.

2. Serious illness in the immediate family:

An allowance of up to five (5) days shall be granted for a medically serious illness of father, mother, spouse, child, brother or sister. An allowance of up to two (2) days shall be granted for a medically serious illness of mother-in-law, father-in-law, grandmother or grandfather.

3. Leave of a personal nature:

An allowance of up to two (2) days shall be granted upon written request provided:

- a) Personal leave shall not be used for entertainment, recreation or other employment.
- b) Requests for personal leave shall be filed with the Superintendent or his/her designee at least three (3) school days in advance of the contemplated absence.
- c) Personal days will not be granted on the first five days of school, or on days immediately preceding or following a school vacation or any later than the 31st of May.
- d) The Superintendent or his/her designee shall review each application. If more than a total of six (6) teachers district-wide or more than three (3) per building request the same day off, then approval of the Superintendent or his/her designee shall be determinative.

Upper Township Education Association Negotiated Agreement

- e) In an emergency, the Superintendent or his/her designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize a personal day. (A situation not being able to meet the restrictions in 3b, 3c, or 3d can constitute an emergency.)
 - f) Any teacher who does not use personal leave days during a school year will receive one additional sick day to be added to his/her accumulated sick days for each personal day not used.
 - g) The Superintendent or his/her designee may grant additional personal days under extenuating circumstances.
4. Leaves granted pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

Upper Township Education Association Negotiated Agreement

ARTICLE XVI

PROFESSIONAL LEAVE

- A. All members of the staff shall be encouraged to participate in professional meetings, conferences, workshops, seminars, graduate study, visits to other school systems and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district. A written estimate of anticipated expenses must be submitted in advance. These leaves shall be granted as follows:
1. A member of the instructional staff may be granted a short term professional leave up to five (5) days upon the recommendation of the principal without loss of pay. Requests for such leaves shall be made to the superintendent in writing not less than one (1) week prior to the date of the leave.
 2. A member of the instructional staff may be granted an extended professional leave with or without pay upon the recommendation of the superintendent and the approval of the board of education. Requests for such leave shall be made to the superintendent in writing at least sixty (60) days prior to the beginning of the leave.
 3. Upon completion of either a short term or extended professional leave, a complete report describing the professional activity shall be filed with the superintendent.
- B. If the superintendent grants professional leave under this Article, then necessary expenses shall be compensated.

Upper Township Education Association Negotiated Agreement

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who serves as an exchange teacher and is a full-time participant. Likewise, any tenured teacher who accepts a Fullbright Scholarship shall receive a leave without pay of up to two (2) years.

B. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's family. Additional leaves may be granted at the discretion of the board of education.

C. Good Cause

Other leaves of absence without pay may be granted by the board of education with good reason.

D. Military Leave (18A:29:11)

E. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

F. A teacher with tenure may request a leave of absence without pay for one (1) year to teach in an accredited college or university, private school or other public school district.

G. The board shall grant a leave of absence without pay to any tenure teacher for a period of either a full semester or a full year, to campaign for or serve in a public office.

Upper Township Education Association Negotiated Agreement

ARTICLE XVIII

CHILD-REARING LEAVE

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

Upper Township Education Association Negotiated Agreement

ARTICLE XIX

SUBSTITUTE TEACHERS

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

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

Upper Township Education Association Negotiated Agreement

ARTICLE XX

CLASS SIZE

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program.

The Board agrees to continue its efforts to keep class sizes at acceptable numbers as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests as deemed administratively feasible at the direction of the Board.

Upper Township Education Association Negotiated Agreement

ARTICLE XXI

SABBATICAL LEAVES

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

Upper Township Education Association Negotiated Agreement

- 8) Sabbatical leaves shall not be subject to arbitration under the grievance procedure.

Upper Township Education Association Negotiated Agreement

ARTICLE XXII

SALARIES

- A. The salary schedules of all teachers covered by this agreement are attached hereto and made a part hereof as set forth in salary policy and adopted by the Upper Township Board of Education.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments. They will receive their checks on the 5th and 20th of the month.
- C. When a payday falls on or during a school holiday, vacation, weekend or Monday, barring any unforeseen or uncontrollable problems, teachers shall receive their paychecks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June pending completion of all obligations and requirements as set forth by the superintendent barring unforeseen or uncontrollable problems.
- E. Extra curricular duties, authorized by the board of education, shall be compensated with extra pay. The hourly pay shall be \$16.50 per hour in 1990-91, \$18.00 per hour in 1991-92 and \$19.00 per hour in 1992-93, provided the activity involves a minimum of ten (10) children. The following moderators shall be paid at the hourly rate: Think Team, Honor Society and Eighth Grade Advisor.
- F. The board of education may withhold the increment of a teacher with or without tenure if that teacher has failed consistently to meet the requirements of his/her job, including administrative regulations if there is enough written evidence to substantiate the fact and the teacher in question has been notified of his/her shortcomings during the year.
- G. Each teacher may individually elect to have a percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited with ABCO. After deposit by the Board, there is no further fiduciary responsibility upon the Board.
- H. The following coaches and moderators shall receive an additional stipend of \$900.00 in 1990-91, \$950.00 in 1991-92 and \$1000.00 in 1992-93:

Soccer, Basketball, Baseball, Softball, Volleyball, Yearbook, Olympics of the Mind, Student Council, Track, Music, Drama, Field Hockey, Newspaper, and Band Director.

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

Assistant Coach

Upper Township Education Association Negotiated Agreement

I. Summer school teachers shall be paid at the following hourly rates:

\$18.00 - 1990-91

\$19.00 - 1991-92

\$20.00 - 1992-93

J. Homebound instruction will be compensated at \$19.00 per hour for 1990-91, \$21.00 per hour for 1991-92 and \$23.00 per hour for 1992-93.

See attached guides

Upper Township Education Association Negotiated Agreement

ARTICLE XXIII

INSURANCE PROTECTION

A. Health Care Coverage

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

The board of education shall pay the full premium for each individual teacher and in cases where appropriate for family plan insurance coverage.

1. Major Medical coverage
2. Blue Cross
3. Blue Shield
4. Rider J
5. Co-Pay Prescription - \$1.00 Co-Pay - effective July 1, 1980

Description of Coverage

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

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

B. Income Protection

The administration shall permit representatives of the Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverage at meetings on a district or building level called by the Association after school hours. Requests for such meetings shall be made no more than once a year. It is agreed that the Washington National representative shall be permitted a minimum of twenty (20) minutes for the meeting.

C. Dental Insurance

The Board will provide family coverage in the amounts indicated in the agreement signed between the board and the insurance carrier. See attachment.

Upper Township Education Association Negotiated Agreement

ARTICLE XXIV

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the national, state, county and local education associations. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-5.9e) and under rules established by the state department of education.
- B. The Board agrees to implement the two tax sheltered annuity programs selected by the Association.

Upper Township Education Association Negotiated Agreement

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association mutually agree that the welfare and continuity of educational experiences of children are the primary concern of both groups as well as the community at large.
- B. Teachers shall follow all policies of the board of education in the spirit in which they were developed and for the purpose for which they were developed.
- C. All teachers should make every effort to attend all P.T.A. meetings in an effort to show their professionalism and to show support for the parents who, through their programs, support the teachers and children in Upper Township.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.
- E. Copies of this Agreement shall be reproduced as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Reproducing the Agreement shall be the responsibility of the Upper Township Board of Education.
- F. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provision(s) of this Agreement, either party shall do so in person with a signed receipt.
- G. The Board agrees to reimburse any fully certified member of the instructional staff for credits toward graduate degrees or for courses approved by the superintendent. All requests for such courses shall be submitted prior to enrollment to the superintendent for approval. The Board will reimburse each individual up to \$700.00 per year in 1990-91, \$750.00 per year in 1991-92 and \$750.00 per year in 1992-93. The said reimbursement to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be no lower than a "B" except in cases of a Pass/Fail option where a passing grade shall be required.
- H. Tenure teachers shall receive a letter from the Board stating that they will be employed by the Board for the coming school year. Said letter shall include a statement of the teacher's salary for the school year in question.

Upper Township Education Association Negotiated Agreement

- I. To be eligible to proceed to the next step, a teacher must have been paid for at least ninety (90) days in the school year prior to the movement.

Upper Township Education Association Negotiated Agreement

ARTICLE XXVI

LONGEVITY

Teachers having been employed in the Upper Township School District and have fifteen actual years worked in the district shall be paid according to the following schedule:

Starting the sixteenth (16th) year

- of actual work in 1990-91 16 - 18 years - 2.5% calculated on their first step of the degree/credit guide.
- 19 - 21 years - 3.5% calculated on their first step of the degree/credit guide.
- 22 - 24 years - 4.5% calculated on their first step of the degree/credit guide.
- 25+ years -5% calculated on their first step of the degree/credit guide.

Longevity payments shall be calculated with the employees first day actually worked or begin the first pay period in September whichever is sooner and will be divided equally among pay periods during the school year.

Upper Township Education Association Negotiated Agreement

ARTICLE XXVII

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1990 and shall continue in effect through June 30, 1993.

B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the board and the association, in writing, to continue this agreement in effect until such time as a successor agreement is signed.

C. The parties have the right to negotiate one (1) existing article of choice for each party (excluding salary and insurance benefits) for the 1991-1992, and 1992-93 contract years.

D. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

UPPER TOWNSHIP TEACHERS ASSOC.

Mary Jean Burgin
President

Carol Ann Williams
Secretary

Nancy I. Muckto
Chief Negotiator

UPPER TOWNSHIP BOARD OF EDUC.

Diana Bonner Marlin
President (Acting)

Joseph D. Goodman
Secretary

Diana Bonner Marlin
Chairperson, Negotiations

Upper Township Education Association Negotiated Agreement

UPPER TOWNSHIP EDUCATION ASSOCIATION
SALARY GUIDES FOR 1990-93

90-91

STEP	BA	B+15	B+30	MA	MA+15	MA+30
1	25,240	26,240	27,240	28,240	29,240	30,240
2	26,240	27,240	28,240	29,240	30,240	31,240
3	26,740	27,740	28,740	29,740	30,740	31,740
4	27,740	28,740	29,740	30,740	31,740	32,740
5	28,740	29,740	30,740	31,740	32,740	33,740
6	29,740	30,740	31,740	32,740	33,740	34,740
7	31,440	32,440	33,440	34,440	35,440	36,440
8	33,140	34,140	35,140	36,140	37,140	38,140
9	34,840	35,840	36,840	37,840	38,840	39,840
10	35,840	36,840	37,840	38,840	39,840	40,840
11	36,840	37,840	38,840	39,840	40,840	41,840
12	37,840	38,840	39,840	40,840	41,840	42,840
13	38,840	39,840	40,840	41,840	42,840	43,840
14	39,840	40,840	41,840	42,840	43,840	44,840
15	40,840	41,840	42,840	43,840	44,840	45,840

91-92

STEP	BA	B+15	B+30	MA	MA+15	MA+30
1	27,020	28,045	29,070	30,095	31,120	32,145
2	28,020	29,045	30,070	31,095	32,120	33,145
3	29,020	30,045	31,070	32,095	33,120	34,145
4	30,020	31,045	32,070	33,095	34,120	35,145
5	31,020	32,045	33,070	34,095	35,120	36,145
6	32,020	33,045	34,070	35,095	36,120	37,145
7	33,720	34,745	35,770	36,795	37,820	38,845
8	35,420	36,445	37,470	38,495	39,520	40,545
9	37,120	38,145	39,170	40,195	41,220	42,245
10	38,120	39,145	40,170	41,195	42,220	43,245
11	39,120	40,145	41,170	42,195	43,220	44,245
12	40,120	41,145	42,170	43,195	44,220	45,245
13	41,120	42,145	43,170	44,195	45,220	46,245
14	42,120	43,145	44,170	45,195	46,220	47,245
15	43,120	44,145	45,170	46,195	47,220	48,245