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**THIS DOES NOT  
CIRCULATE**

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**AGREEMENT**

between the

**UPPER TOWNSHIP EDUCATION ASSOCIATION**

and the

**BOARD OF EDUCATION OF UPPER TOWNSHIP**

**THE COUNTY OF CAPE MAY, NEW JERSEY**

from

**JULY 1, 1976 thru JUNE 30, 1979**

**LIBRARY**

**Institute of Management and  
Labor Relations**

**FEB 1 1979**

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**RUTGERS UNIVERSITY**

UPPER TOWNSHIP BOARD OF EDUCATION  
3RD AVENUE, PETERSBURG, P. O. BOX #158  
TUCKAHOE, NEW JERSEY 08250



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ARTICLE I  
RECOGNITION

- A Pursuant to Chapter 123, Public Laws 1975, 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 therapist  
Nurses  
Librarian

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as 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 and/or pertinent information relating to proposals and counter proposals.

## 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. 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. 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.

ARTICLE III - continued

D. Procedure for Securing the Services of an Arbitrator:

1. The following procedure will be used to secure the services of an arbitrator:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days, of the completion of the arbitrator's hearings.

E. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
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 two, 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.



ARTICLE III - continued

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. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

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. The results of previous discussions.
4. His dissatisfaction with decisions previously rendered.

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 Chief School Administrator 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 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 III - continued

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 Chief School Administrator on the grievance forms provided. The Chief School Administrator 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 Chief School Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator 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-

No claim by a teacher shall constitute a grievable matter beyond level four or be processed 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 Board authority, (d) any complaint of a non-tenure teacher which arises by reason of his not being reemployed (e) or 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. These matters will be determined by the State Department of Education Legal Department. 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 Chief School Administrator no later than two (2) weeks after the decision, in writing, of the Board of Education was made known. A teacher in order to process his grievance beyond level four must have his request for such action accompanied by the written recommendation for such action by the Association.

ARTICLE IV

FAIR DISMISSAL PROCEDURE

- A. Nontenure teachers employed by the Board shall be notified by the Tuesday after the regularly scheduled Board meeting in March with a binding contract or a written notification from the Board that such employee shall not be offered a contract for the succeeding year. A closed hearing with the Board may be obtained upon written request with all proceedings completed by April 30.

ARTICLE V

EDUCATIONAL COUNCIL

A. The Educational Council shall consist of four (4) members of the elected Board of Education, the Chief School Administrator, the building principals, and four (4) Upper Township teachers appointed by the Association. The Council shall meet at least four (4) times each year and will advise the Board on such matters as:

- |                                     |                             |
|-------------------------------------|-----------------------------|
| 1. Teaching hours                   | 18. Teaching load           |
| 2. Educational specialists          | 19. Class size              |
| 3. Teacher employment               | 20. Non-teaching duties     |
| 4. Teacher transfers                | 21. Teacher assignment      |
| 5. Teacher evaluation               | 22. Promotions              |
| 6. Professional development         | 23. Teacher facilities      |
| 7. Teacher protection               | 24. Educational improvement |
| 8. Property protection              | 25. Student protection      |
| 9. Classroom control                | 26. Maintenance             |
| 10. Personal freedom                | 27. Discipline              |
| 11. Textbooks                       | 28. Academic freedom        |
| 12. Teaching techniques             | 29. Instructional materials |
| 13. Extra curricular programs       | 30. Curriculum improvement  |
| 14. Pupil testing                   | 31. In service programs     |
| 15. Philosophical goals             | 32. Pupil evaluation        |
| 16. Research                        | 33. Educational goals       |
| 17. Educational specs for buildings | 34. Experimentation         |
|                                     | 35. Teacher responsibility  |

And other matters regarding the effective operation of the Upper Township Elementary School District.

- B. The Educational Council shall establish rules of procedures and shall provide for a rotating chairman who shall be responsible for a prepared agenda, the arrangement and conduct of meetings.
- C. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics listed in paragraph A.
- D. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in paragraph A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations. All reports and recommendations shall be in writing.

ARTICLE V - continued

- E. The teacher members of the Educational Council shall act as a Liasion Committee which shall meet with the Chief School Administrator one (1) day each month to review and discuss local school problems and practices. These discussions shall help determine the agenda for the four (4) regularly scheduled meetings of the entire Council.

## ARTICLE VI

### ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINE

#### A. Definition of Responsibilities

A definition of the duties and responsibilities of the building principals, classroom teachers, specialists and other personnel pertaining to student behavior shall be reduced to writing by the Chief School Administrator and presented to each teacher at the start of each school year.

#### B. Special Assistance

When, in the judgment of a teacher, a student requires the immediate attention of the building principal, the student shall be sent from the classroom with a note to the building principal for proper action. If the teacher judges that the child requires the services of the Child Study Team, physician or other specialist, he shall so inform the building principal. Arrangements shall be made as soon as possible with the appropriate personnel to study the problem and work toward its solution.

- C. When, in the judgment of a teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher may recommend to the building principal that the student be excluded from the class. In such cases, the principal or his designee shall arrange as soon as possible, and under normal circumstances not later than the following school day, a conference with the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. If the teacher in question objects to a proposed readmittance to the classroom of said student, he shall state this objection in writing to the principal within twenty-four (24) hours after the decision by the principal. The case will then be referred to a committee made up of appropriate members of the Child Study Team and the teacher. The committee shall meet as soon as possible to consider all points of view before making a recommendation to the principal. The recommendation of the committee shall be made within five (5) school days after receipt of the case. The final decision shall be reported in writing by the principal to the teacher and shall be placed in the student's file. At the end of each school year, all such reports shall be removed and destroyed.

#### D. Children Sent to Office for Discipline

Children sent to the office for disrupting a class, a disrespectful attitude or other need for administrative discipline, shall not be permitted to assist in any office work but shall sit quietly or do classwork.

## ARTICLE VII

### TEACHER RIGHTS

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1975, 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 and other concerted activities for mutual aid and protection. 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and 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 and 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 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 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 Chief School Administrator 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 given 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 him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

Article VII - continued

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher.

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 Chief School Administrator 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

The following procedures shall govern the supervision of student teachers:

1. Teaching experience - No teacher shall have a student teacher under his supervision unless said teacher has had at least three (3) years of teaching experience, with the most recent year in his present position.
2. Voluntary participation - Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.
3. Consent - Each prospective cooperating teacher may accept or reject any student teacher. The teacher shall receive the request to take a student teacher at least three (3) weeks prior to the student's introduction to the classroom.



ARTICLE VIII

TEACHER FACILITIES

- A. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose.
- B. The Board agrees to provide special clothing for Physical Education, Shop, Home Economics, Art and Science teachers up to a maximum of \$50.00 per department. Laundering shall be the teacher's responsibility.

## ARTICLE IX

### 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 prior knowledge of the teacher. An attached form shall be available for 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 Chief School Administrator or his designee and if, in their judgment, they are obsolete or otherwise inappropriate to retain, they may be destroyed.
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 the opportunity to review such material by affixing his signature to the 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 Chief School Administrator 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.

ARTICLE IX - continued

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 Chief School Administrator 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 principal's 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 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 his performance in each of the areas wherein weaknesses have been indicated.
  - (c) Such supervisory reports are to be provided for tenure teachers not later than May 15th; for non-tenure teachers at least two (2) times a year, the first not later than October 15th.

D. Final Evaluations and Personnel Files

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance. No documents and/or other material 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

No evaluation of a teacher shall be made by anyone other than authorized personnel: the Chief School Administrator, building principal, or County Educational Consultant.

## ARTICLE X

### TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their grade level and subject assignments at issuance of contract. Written notice of room and building assignments for the forth-coming year shall be given not later than the last school day of the current school year.
- B. The Chief School Administrator 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 Chief School Administrator shall give notice of assignments to new teachers as soon as practicable, 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 changes in grade level and/or subject assignments are proposed after issuance of contract, the teacher affected shall be notified promptly in writing and, upon request of the teacher, the changes shall be promptly reviewed between the Chief School Administrator 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 may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of fifteen (15) cents per mile for all driving done between arrival at the first location at the beginning of their workday, provided the second location is not closer to the teacher's home than the first location.
- 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.

## ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vancancies

1. No later than February 1st of each school year, the Chief School Administrator shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
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 Chief School Administrator. 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. Such requests for transfers and reassignments for the following year shall be submitted not later than February 15th.
3. As soon as such a decision is made, and no later than the Tuesday after the regularly scheduled Board meeting in March, the Chief School Administrator shall post in each school and deliver to the Association a schedule which shows names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

#### 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 best interests of the school system as determined by the Board of Education.

## ARTICLE XII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Use of Voluntary Requests

No position vacant shall be filled by means of involuntary transfer or reassignment if there are qualified volunteers available to fill said positions.

#### B. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency as determined by the Chief School Administrator not later than issuance of contract the preceding school year.

#### C. 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 the request of the teacher, the Chief School Administrator shall meet with him.

#### D. 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. All such teachers shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position--i.e., one which, among other things does not involve reduction in total compensation.

## ARTICLE XIII

### SICK LEAVE

- A. As of September 1st of each year, all teachers employed on a full ten (10) month contract shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. As of September 1st of each year, all teachers not employed on a full ten (10) month basis shall be entitled to sick leave prorated on a one (1) day for each month basis.
- C. The Chief School Administrator 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. When the absence of any persons, for reasons of illness or injury exceeds the annual days allowed and the accumulated days of sick leave, such persons shall be eligible to twenty (20) days at a salary less \$25.00 toward the pay of a substitute. A days salary is defined as being 1/20th of the monthly salary or 1/200th of the annual base salary.
- E. Workmen's Compensation award: employee will receive his regular salary, but will be required to pay over the moneys which he periodically receives from Workmen's Compensation.
- F. Teachers employed in the summer school program shall be granted two (2) days of sick leave. These two (2) days of sick leave shall be accumulative for teachers regularly employed in the district. A summer school teacher shall be granted leave prorated on the number of days he works.
- G. Teachers shall be given a written accounting of accumulated sick leave no later than September 30th of each school year. This accounting shall include the ten (10) days for the current year.
- H. Any teacher returning from an extended illness shall at his or her request be restored to the exact same teaching position, subject area, and grade level vacated at the commencement of said leave whenever possible.
- I. All teachers retiring from the system with seven or more years of service in the Upper Township Schools shall receive the sum of \$15.00 times their accumulated unused sick leave days accrued during their employment in the Upper Township School District. Once a teacher notifies the Board of intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in the month in which the new budget becomes effective. It is understood that all accumulated sick leave to date and through the term of this contract shall be paid at the above rate.

## ARTICLE XIV

### 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 year.
1. Death in the immediate family: shall be considered death of father, mother, spouse, child, brother, sister, or any member of the immediate family, or household. An allowance of up to five (5) days shall be granted. An additional two (2) days may be granted at the discretion of the Chief School Administrator should extenuating circumstances warrant.
  2. Serious illness in the immediate family: shall be considered serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, or any member of the immediate family. An allowance of up to five (5) days shall be granted.
  3. Business of Personal Nature: an allowance of up to two (2) days shall be granted upon written request to the Chief School Administrator. If more than two (2) teachers should request the same day off, then the reasons must be stated and the approval of the Chief School Administrator must be obtained.
  4. Religious Holidays: past practice, pertaining to religious holidays, will remain unchanged as per personnel policy.
  5. Court Subpoena: the amount of time granted in excess of two (2) days in response to court subpoena shall be left up to the discretion of the Board of Education or at the recommendation of the Chief School Administrator.
  6. Additional Leave: Other leaves with pay may be granted for good reason with Board of Education approval.
  7. Leaves granted pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
- B. No personal leave shall be granted immediately prior to or immediately after a school vacation, or any later than the 31st of May.
- C. If emergency business arises on a day immediately prior to or immediately after a vacation or after the 31st of May, the letter requesting such leave shall state the reasons such leave is requested and be approved by the Chief School Administrator and the Board of Education.



ARTICLE XV

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. 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 Chief School Administrator 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 Chief School Administrator and the approval of the Board of Education. Requests for such leave shall be made to the Chief School Administrator in writing at least sixty (60) days prior to the beginning of the leave.
  3. Upon completion of either a short term or an extended professional leave, a complete report describing the professional activity shall be filed with the Chief School Administrator.
- B. The Chief School Administrator may, at his discretion, recommend to the Board of Education the reimbursement of certain travel, registration, and/or personal expenses incurred by staff personnel because of participation or attendance in the activities of professional organizations. The total amount of funds to be budgeted annually for such approved expenses shall be determined by the Board of Education.

## ARTICLE XVI

### 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 teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of these programs. Likewise, any teacher who accepts a Fullbright Scholarship shall receive a leave without pay of up to two (2) years.

#### B. 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.

#### C. 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 leave may be granted at the discretion of the Board of Education.

#### D. Good Cause

Other leaves of absence without pay may be granted by the Board of Education with good reason.

E. 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.

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

G. The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office.

H. 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.

ARTICLE XVII

MATERNITY LEAVE

- A. Requests for maternity leave without pay shall be granted at any time before the expected date of birth and continuing to a specific date after the birth, by written request, for a period of up to one year, renewable at the Board's discretion, prior to the start of the school year. The date of return shall be further extended for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not extend the leave of absence of a non-tenure teacher beyond the end of the contract school year in which that leave is obtained.
- B. No tenure or non-tenure teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return provided her doctor states that she is medically able to continue teaching.
- C. The teacher shall be reassigned to the position held at the time the leave was granted, if in the best interest of the children.

## ARTICLE XVIII

### 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. He shall receive a salary which represents fifty percent of his regular salary. The Chief School Administrator 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 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 leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one half ( $\frac{1}{2}$ ) per year except in the case of death or total disability of the employee. If the total remission of service is not made by the member of the professional staff, he 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 request annually in writing to the Chief School Administrator before 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 Chief School Administrator. The Chief School Administrator, in turn, will submit his recommendation to the Board of Education for final action.
  6. No more than one (1) member of the teaching staff will be granted sabbatical leave at any one time.
  7. When the teacher returns, he shall submit to the Chief School Administrator, a written report containing information on his activities during the period of his leave.

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.

B. Providing Substitutes

The Board shall provide substitutes for all personnel in all departments including special teachers and nurses if the building secretary or building principal is notified by 7:00 a.m.

C. Special Teachers

Special teachers shall not be used as substitutes.

D. Regular Teachers

At no time will a teacher perform duties as a substitute.











ARTICLE XX

CLASS SIZE

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 discretion of the Board.

## ARTICLE XXI

### SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule A, which is 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 semi-monthly installments unless the individual requests the summer pay plan. They will receive their checks on the 5th and 20th of the month.
- C. When a pay day falls on or during a school holiday, vacation or weekend, barring any unforeseen or uncontrollable problems, teachers shall receive their pay checks 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 Chief School Administrator 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 \$8.00 per hour, provided the activity involves a minimum of ten (10) children.
- F. Summer school teachers shall be issued contracts at a rate of twenty-five dollars (\$25.00) per day for up to 6 years of experience, thirty (\$30.00) dollars per day for over 6 years, and forty (\$40.00) dollars per day for over 10 years of teaching experience.
- G. A summer school substitute teacher will receive twenty (\$20.00) dollars per day. The regular teacher will receive a day's pay less the substitute's pay after he/she has used his/her two (2) days of sick leave. This shall not exceed five (5) days.
- H. 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.

ARTICLE XXI - continued

- I. Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.
- J. Coaches shall receive an additional salary of \$420.00 for each sport coached in the Cape Atlantic League.

	COUSIN 7 12	BALTHELUKS + 30	MASTERS	MASTERS + 15	MASTERS + 30	
1	9,000.	9,450.	9,900.	10,350.	10,800.	11,250.
2	9,950.	10,400.	10,850.	11,300.	11,750.	12,200.
3	10,400.	10,850.	11,300.	11,750.	12,200.	12,650.
4	10,850.	11,300.	11,750.	12,200.	12,650.	13,100.
5	11,300.	11,750.	12,200.	12,650.	13,100.	13,550.
6	11,750.	12,200.	12,650.	13,100.	13,550.	14,000.
7	12,200.	12,650.	13,100.	13,550.	14,000.	14,450.
8	12,650.	13,100.	13,550.	14,000.	14,450.	14,900.
9	13,100.	13,550.	14,000.	14,450.	14,900.	15,350.
10	13,550.	14,000.	14,450.	14,900.	15,350.	15,800.
11	14,000.	14,450.	14,900.	15,350.	15,800.	16,250.
12	14,450.	14,900.	15,350.	15,800.	16,250.	16,700.
13	14,900 (+431)	15,350 (+444)	15,800 (+458)	16,250.	16,700.	17,150.
14				16,700. (+485)	17,150. (+498)	17,600. (+512)

## ARTICLE XXII

### INSURANCE PROTECTION

#### A. Health Care Insurance

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

#### B. 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.

#### C. Complete Annual Coverage

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 in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### D. Washington National Meetings

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.

ARTICLE XXIII

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 52:14-15.9 e) and under rules established by the State Department of Education.
  
- B. The Board agrees to implement the one tax sheltered annuity program selected by the Association.

## ARTICLE XXIV

### 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 this Agreement shall be the responsibility of the 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 taken to increase the individual's effectiveness in his or her classroom. The Board will reimburse each individual for a maximum of six credits earned in a year, 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 Township for the coming school year. Said letter shall include a statement of the teacher's salary for the school year in question.



ARTICLE XXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1st, 1976 and shall continue in effect thru June 30th, 1979 with the following exception:
1. The Salary Article and Salary Guide for 1977-78 and 1978-79 shall be negotiated between the Association and the Board.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the Board and the Association in writing, to continue this Agreement in effect until such time as a successor Agreement is signed.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals placed hereon, on this 31<sup>st</sup> day of August 19 76.

UPPER TOWNSHIP  
TEACHERS ASSOCIATION

John J. Fortick  
(President)

Rosemary Monchetti  
(Secretary)

UPPER TOWNSHIP  
BOARD OF EDUCATION

John A. Farnale  
(President)

Samuel ...  
(Secretary)

