

Contract no. 1233

A G R E E M E N T

between the

UPPER SADDLE RIVER EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF UPPER SADDLE RIVER

1990 - 1991

1991 - 1992

1992 - 1993

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PREAMBLE

This Agreement, entered into this _____ day of _____, 1990 by and between the Board of Education of Upper Saddle River, New Jersey, hereinafter called the "Board", and the Upper Saddle River Education Association, hereinafter called the "Association", for the contractual years;

1990 - 1991

1991 - 1992

1992 - 1993

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

WHEREAS, the Parties have reached certain understandings which they desire to confirm in this agreement;

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

ARTICLE IRECOGNITION

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

Those represented by the Association shall include all certificated personnel under contract, whether on leave, employed or hereafter employed by the Board as:

Teachers
Nurses
Librarians
Audio-Visual Coordinator
Grade Chairmen & Department Heads
Guidance Counsellor
Social Worker
Speech Pathologist
Learning Disability Specialists
Reading Teachers (except Supervisors)

but excluding all other classifications of employees.

- B. Unless otherwise indicated, the term "Teachers", when used hereinafter in this agreement, shall refer to all certificated employees represented by the Association, and reference to male teachers shall be understood to include female teachers.
- C. This recognition shall not impair the right of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution or any applicable law or State administrative regulation now or hereafter enacted or promulgated.

ARTICLE IINEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission in the year preceding the calendar year in which agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by a majority vote of the full Board of Education at a public meeting after ratification by the membership of the Association.
- B. During negotiations, after the presentation of proposals by each party, the Board and the Association shall present relevant data, exchange points of view and counter proposals. The Board will make available for inspection by the Association, on reasonable request, such records, data and information as are public, not confidential, and not the work product of the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. This agreement incorporates the entire understanding of the parties on all matters 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 (except for a future agreement) whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties

ARTICLE IIIGRIEVANCE PROCEDURE

- A.
1. A Grievance is a claim based upon an alleged misinterpretation, misapplication, or violation of this Agreement which affects the terms and conditions of employment in this Agreement inclusive of claims based upon changes in Board policy or Administrative Procedure which allegedly affect the terms and conditions of employment in this Agreement.
 2. An "aggrieved person" is the person or persons making the claim.
 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. An "immediate supervisor" shall mean the person who has the responsibility for immediate, direct administration of the aggrieved person.
 5. "School day" shall mean a day in which the central office is open to transact business and classes are being conducted.
- B.
1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time arise concerning the interpretation, application or alleged violation of this agreement affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this agreement.
- C. General Provisions
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

3. Employees shall have the right to participate or to refrain from participation in the Grievance Procedure without fear of coercion, interference, restraint, discrimination or reprisal from any party to this agreement.

4. An aggrieved person shall have the right to be represented at any stage of the procedures by persons of his own choice.

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

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

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

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

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

D. Procedure

1. Level One

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

2. Level Two

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

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

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

3. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent, or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the Board of Education. If the PR&R Committee determines to submit the grievance to the Board of Education, it shall do so within fifteen (15) school days after receipt of a request by the aggrieved person. In submitting

3. Level Three

(a) Continued

such a grievance to the Board of Education, the PR&R Committee shall state in writing the nature of the claim, the factual allegations of the grievant and of other parties involved, findings of fact with respect to any factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations including, but not in limitation, an appropriate remedy.

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

4. Level Four

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

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

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

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

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

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

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

3. When at the option of the teacher he is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure following level one.

(e) Continued

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

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

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

G. 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Principal or, if more appropriate, to the Superintendent directly, in which case the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure.

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

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

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

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

ARTICLE IVTEACHER RIGHTS

- A. The rights of each and every employee of the unit herein recognized are protected pursuant to the terms, conditions and application of Public Law, 1974, Chapter 123.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations where these rights shall be enforced exclusively by the appropriate statutory procedure. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Separation
- All non-tenure teachers not to be reemployed will be notified in writing by the Superintendent at the time staff appointments are being made.
- A non-tenure teacher who is not to be recommended for reappointment will be notified in writing by his immediate superior by April 1.
- Nothing in this Agreement shall be construed to limit the absolute right of the Board to decline to employ or to re-employ any non-tenure teacher for any reason whatever or for no reason at all except as such power is explicitly now or hereafter limited by law.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice by the Board or its designee of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- E. No teacher shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.

ARTICLE VASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, if reasonable, or otherwise to make available for inspection, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, notices of special meetings, and minutes of all Public Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint, provided that the Board shall not be required to furnish any information under this paragraph which is not public information or which is confidential or the work product of the Board or Administration.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, provided that nothing herein shall be construed to require that such negotiations, grievance proceedings, conference or meetings be scheduled during working hours.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or regular teacher assignments and such representatives have checked in with the Principal of the building.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to the provisions of the Board's "Rules for Use and Rental of Facilities and Equipment", provided, however, that the Association shall not be required to furnish insurance certificates, shall not be denied use of the facilities unless there is a conflict with other scheduled events, shall make its application to the Secretary of the Board, rather than to the Board, and such application shall be determined by the Board's Secretary after consultation with the building Principal, that the Association shall not be required to pay for a custodian if their meeting occurs when the custodian is ordinarily on the premises, and that the Board or its agents will not unnecessarily interfere with Association meetings.

- E. The Association shall have the right to use school typewriters, mimeographing machines, duplicating equipment, calculating machines and audio-visual equipment when such equipment is not otherwise in use or about to be used. The Association shall furnish all materials and supplies required for use of such equipment or incidental thereto. The Association shall be responsible for providing experienced and qualified operators of any such equipment, and permission shall in all cases be obtained from the building Principal or the person in charge of the equipment before the equipment is used. Damage by reason of negligence of operation shall be Association's responsibility.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room. No approval shall be required of the material to be posted on such bulletin boards.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building Principals or other members of the Administration, provided that no Board personnel shall be required to assist the Association in use of such boxes or facilities, and the Association shall not overburden such inter-school facilities.
- H. During any orientation program for new teachers scheduled by the Board, the Association shall be allocated one hour for the purpose of conducting Association programs of any kind to which the new teachers may be invited. The Board shall not discourage attendance at such programs.

ARTICLE VITEACHING HOURS AND TEACHING LOAD

- A. The weekly teaching load, meaning scheduled contact with classes or groups of children for instructional or classroom supervisory purposes, shall not exceed twenty-six and three fourths (26 3/4) hours per week, effective 6-1-1960.
- B. All teachers shall have a daily duty-free lunch period of at least forty (40) minutes.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, provided they check out and check in at the office.
- D. 1. Ordinarily, teachers will not be required to attend building or general faculty meetings during a week when a required in-service program is scheduled. Ordinarily, Mondays will be reserved for these meetings and in-service training programs.
2. Every effort will be made to terminate general faculty meetings by 4:00 p.m. If, however, a need arises for a special meeting extending beyond 4:00 p.m., or for one which must take place on a day other than a Monday, teachers will be notified in advance.
3. Teachers may be required to attend in-school meetings from student dismissal time until normal teachers' dismissal time on any school day.
- E. Each teacher is required to report for duty ten (10) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the school complex.
- F. Each teacher shall continue to be available to meet with parents regarding student problems. Said meetings shall be mutually scheduled by the individual parents and teachers involved, and if necessary may be at other than normal school hours, including evenings.
- G. Teachers shall assist in supervision of official school activities during the course of the school year, providing said assignments are reasonable and equitably distributed.

ARTICLE VII

TEACHER ASSIGNMENT

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

- B. Teachers who may be required to use their own automobiles in the performance of their duties outside the school complex shall be reimbursed for all such travel at the rate of eighteen cents (18c) per mile.

ARTICLE VIIIJOB POSTING

- A. The Board will post for a period of ten (10) working days openings for all unit positions which arise during the school year, time permitting, and for a period of two (2) weeks (fourteen (14) calendar days) for all unit positions which arise at any other time. Members of the negotiating unit will be given the opportunity to apply for posted openings. A copy of the notice posted will be sent to the Association. Applications received after the period of posting need not be considered.
- B. Any teacher who desires to apply for a different position which may be filled during the summer period shall submit his name to the Superintendent, together with the position for which he wishes to apply, and an address and telephone number where he can be reached for the summer. The Superintendent, or his designee, shall notify the Association and only these teachers of any vacancy in a position for which they have applied. Such notice shall be sent as far in advance as is practicable.
- C. The filling of the vacancies shall not be grievable.

ARTICLE IXINVOLUNTARY TRANSFERS AND REASSIGNMENTS

An involuntary transfer or reassignment shall be made only after the teacher has been given an opportunity of a meeting with his Principal or the Superintendent, at which meeting the teacher shall be notified of the reason therefor. The validity of such reason shall not be grievable.

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred.

ARTICLE X

PROMOTIONS

- A. All vacancies in positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility shall be posted for a period of two (2) weeks (14 calendar days). A copy of the notice posted will be sent to the Association. Members of the Association may apply for such positions. Applications received after the two (2) week period of posting need not be considered.
- B. Any teacher who desires to apply for a promotional position which may be filled during the summer period shall submit his name to the Superintendent, together with the position for which he wishes to apply, and an address and telephone number where he can be reached for the summer. The Superintendent, or his designee, shall notify the Association and these teachers of any vacancy in a position for which they have applied. Such notice shall be sent as far in advance as is practicable.
- C. The filling of the vacancies shall not be grievable.

Such reports, though issued in the name of the evaluator, may contain a compilation of reports and observations based upon any or all supervisory personnel who come into contact with the teacher in a supervisory capacity. An overall unsatisfactory evaluation can only be established by an Assistant Principal, Principal or the Superintendent. Since evaluations are meant to be aids to teacher improvement, the evaluation reports shall be addressed to the teacher and shall be cast in as clear a manner as possible, including narratives where appropriate to the attainment of this goal.

2. Reports-Communication

A copy of an evaluation report shall be delivered to the teacher at least one day prior to a conference on same. Conferences shall be scheduled for each such evaluation and shall be conducted by the evaluator and the teacher in the presence (whenever possible) of the teacher's immediate supervisor. Except in circumstances beyond the evaluator's control, the conference shall take place within ten (10) working days of said evaluation.

Effort will be made to communicate fully at the conference, since it is the main instrument for establishing self-improvement goals to be sought by the teacher.

C. Non-Tenure Teachers

Non-tenure teachers shall be evaluated in accordance with A and B above at least three (3) times in each school year.

D. Disposition of Evaluations

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

E. Termination of Employment

Final evaluation of a teacher upon employment termination shall be conducted prior to severance and no evaluations or related material shall be placed in the personnel file of such teacher after severance, except in accordance with the procedure of this article.

- F. Complaints regarding a teacher made to any member of the administration by any parent, student, board member, or other person, shall be communicated to the teacher involved where appropriate. A decision not to communicate such a complaint to the teacher involved shall not be grievable.

ARTICLE XII

TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies, where practicable.
 2. A teacher work area, where practicable.
 3. A private pay telephone in each faculty lounge for the exclusive use of teachers, provided that the Association bear responsibility for its installation and it can be installed and maintained at no expense to the Board.
 4. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher, where practicable.
 5. Well-lighted and clean teacher rest rooms, separate for each sex, and separate from the students' rest rooms.
 6. Free and adequate off-street paved parking facilities properly maintained and identified for staff use.
 7. Ditto machine, typewriter, paper cutter, phonograph and film strip previewer in each building.
 8. A furnished room in each school for the use of staff as a lounge.
- B. Upon request the Board may provide smocks for Art Teachers, lab coats for Laboratory Science Teachers, and shop coats for Industrial Arts Teachers. It shall be the responsibility of the teachers receiving smocks or coats to maintain them properly since they remain the property of the school district.

ARTICLE XIIIACCUMULATED SICK DAYS ON RETIREMENT

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

A. ELIGIBILITY:

Commencing with the 1990/91 school year, full-time/part-time teachers who have been continually employed for a minimum of ten (10) academic years in the District and who are eligible for and have applied for regular or disability retirement benefits under the Teachers' pension and Annuity Fund, shall be eligible to participate in the payment plan.

B. NOTICE:

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

PAYMENT PROCEDURE:

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

Full Years of Service

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
10-18 yrs.	\$ 45.00	\$ 45.00	\$ 50.00
19-27 yrs.	\$ 55.00	\$ 55.00	\$ 60.00
28 or more yrs.	\$ 65.00	\$ 65.00	\$ 70.00
Maximum No. of Days -	155	160	165

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

1. In a lump sum during July following the academic year of retirement.

2. In a lump sum during January following the academic year of retirement.
 3. In any other schedule which may be mutually agreed upon by the member and the Board, due regard being given budgetary consideration.
- C. The Upper Saddle River District's maximum financial liability under this provision for each of the following school years shall be limited to \$21,723 per year.

School Year

1990/91

1991/92

1992/93

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

EXCEPTIONS:

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

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

ARTICLE XV

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, as a general principle, the Board recognizes the desirability of relieving teachers of non-teaching assignments to the extent feasible.
- B. The Board agrees that it will not require teachers to perform general custodial functions.
- C. The Board agrees that supervision of cafeterias will be assigned to teachers only:
 - a. In the event that sufficient lunchroom aides cannot be employed by the Board; or
 - b. In the event of the absence of one or more such employed aides and if no substitute is available; and, in either such event, the Board agrees that cafeteria duties will be assigned on a rotating basis among teachers.
- D. Teachers shall not be required to use their own automobiles to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval in writing of his Principal or immediate supervisor. He shall be compensated at the rate of eighteen cents (18¢) per mile for the use of his own automobile.

ARTICLE XVISUBSTITUTES

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

ARTICLE XVIISICK LEAVE

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

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

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

ARTICLE XVIIITEMPORARY LEAVES OF ABSENCE -
NON-CUMULATIVE

"The following absence and pay deduction policy shall apply:

1. Family Illness

Serious illness in immediate family, three (3) days absence per year without loss of pay. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, and all corresponding in-laws, or any other member of the household in which the teacher lives.

2. Death

Death in the immediate family (including grandparents), limit five (5) days' absence within the five-day period immediately following the day of death without loss of pay.

3. Quarantine

No deduction in pay.

4. Court Subpoena

- A. One (1) day limit except on school business, in which event no deduction in pay.
- B. Beyond one (1) day limit except on school business, deduction of one-half (1/2) pay or the substitute teacher's pay, whichever is less. However, in cases where subpoena is due to teacher's own negligence, or personal familial problems he will forfeit a full day's pay (1/190th of salary).

5. Personal Business

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

- B. The nature of personal business need not be stated.
- C. The request for a personal day must be filed on the proper form and must have Superintendent's approval. Application for said personal days should normally be filed prior to the date of intended absence.
- D. Personal business days will not normally be granted on days immediately preceding or immediately following scheduled holidays or vacation. Requests for such days at such times must be more informative than usual requests -- including the reason therefor. If the Superintendent agrees to the emergency nature of the request, then he will grant same. Personal business days also will not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, examination day, or report card day.
- E. Teachers requesting leave of absence for marriage may use the personal days defined in section 5A hereof or may be granted leave without pay. Superintendent's advance approval will be required.

6. Inclement Weather

- A. When schools are open for pupils in inclement weather, staff members will report to their assignments.
- D. Deduction for any absence shall be at the discretion of the Superintendent of Schools. If in his judgment an emergency situation was in existence the day's absence may be counted as a personal day with no deduction in pay; otherwise there shall be a full deduction of pay for such absence.

7. Professional Visitation

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

8. Other

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

EXTENDED LEAVES OF ABSENCE - TENURE

- A. The Board agrees that up to two (2) tenure teachers designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) or two (2) school year(s) for the purpose of engaging in activities of the Association or its affiliates. Teachers intending to return from such a leave must furnish written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) days after same are received from the Board by Certified Mail.
- B. A leave of absence without pay of one (1) or two (2) school years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Not more than two (2) teachers shall be absent on such a leave at any one time. Teachers intending to return from such a leave must furnish their address and written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) days after same are received from the Board by Certified Mail.
- C. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) or two (2) school years to teach in an accredited college or university. Teachers intending to return from such a leave must furnish written confirmation that the leave was used for the purpose granted and must return to the Board their signed contracts or salary statements, to indicate their intent to return, within thirty (30) days after same are received from the Board by Certified Mail.
- D. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- E. 1. A teacher shall notify the Superintendent of her pregnancy as soon as possible. Such teachers may request a maternity leave without pay and said leave shall be granted.
2. The maternity leave shall terminate on the next succeeding August 31 or the following August 31 depending upon which is requested by the teacher in E1 immediately above.

3. The Teacher may work with the Superintendent to define an earlier or later leaving date and with the approval of the Board an earlier or later return date than provided by E2 (above). Any teacher taking a maternity leave prior to January 1 of the contract year must inform the Board of their intentions to return by April 1 of the contract year. Any teacher taking a maternity leave after January 1 of the contract year must inform the Board of their intention to return by July 1 of the contract year. It will be the responsibility of the Board to inform in writing by registered mail those people on maternity leave 1 month prior to their reply deadline.

4. Any tenure teacher adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

F. A leave of absence without pay shall be granted to any teacher who requires the leave to care for a sick member of her immediate family. The leave shall commence as soon as necessary and shall be for the remainder of the school year. The extension of the leave for another full school year may be granted upon request of the teacher. Leaves for this purpose for other than a full school year shall be granted only at the discretion of the Board.

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

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

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, 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, or, to a substantially equivalent position.

I. All extensions or renewals of leaves shall be in writing, as shall requests or applications therefor.

ARTICLE XX

TEACHER-ADMINISTRATION LIAISON

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

Meetings will be mutually agreed upon and may be initiated by either side.

ARTICLE XXI.PROTECTION OF TEACHERS,
STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. A teacher may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
1. To quell a disturbance threatening physical injury to others;
 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 3. For the purpose of self-defense; and
 4. For the protection of persons or property.
- C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the reasonable cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- D.
1. The Board shall give full support to the teacher, including legal and other assistance, in the event of any assault upon the teacher while acting in the discharge of his duties, provided the teacher is without fault.
 2. When absence arises out of or from such assault or injury not the fault of the teacher, the teacher shall not forfeit any sick leave or personal leave.
- E.
1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for reasonable counsel fees incurred by him in his own defense.

The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, but only to the extent that presently carried insurance covers such losses.

ARTICLE XXII

SABBATICAL LEAVE

(Intentionally omitted)

ARTICLE XXIVSALARIES

- A. The salaries of all teachers and of all nurses properly certified to teach as covered by this agreement shall be as set forth in Schedules A through F which are attached hereto and made a part thereof.
1. Teachers may individually elect by filling in the appropriate form when returning their contracts to have a dollar amount (up to ten (10) percent of their monthly salary) deducted from their paychecks and held on deposit for them by the Bank utilized by the Board for payroll processing and in accordance with the terms of the agreement between the Board and said bank. Withdrawals from this account may be made by the teachers in accordance with the provisions of the Bank Plan or the teachers may allow all deposits to accrue (with interest if applicable) and the proceeds of same to be paid annually to the teacher on or about 15 June in accordance with the Board/Bank agreement.
 2. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
 3. Teachers shall receive their final checks and the pay schedule for the following year on the last day on which teacher attendance is required.
- B. The annual advancement in salary shown in Schedules A through F shall be designated the "increment" for the purposes of this contract. The increment may be withheld for inefficiency or other just cause by a majority vote of the members of the Board of Education given that the following procedure is applied:
1. The procedures spelled out in Article XI (Teacher Evaluation) are adhered to and no contents of an overall satisfactory evaluation shall form the basis of a recommendation to withhold an increment.

2. The individual for whom a recommendation is made to withhold increment in the next contract year will be notified in writing of said recommendation and rationale at the earliest possible date and in no event later than the 1st day of April of the current contract year.

3. Once the recommendation has been forwarded to the teacher, said teacher may request to the Superintendent, within 10 school days and in writing, the establishment of a date when a meeting would be held with the Superintendent to discuss said recommendation. The Superintendent shall not forward the recommendation to the Board without such a conference unless the 10 school days have elapsed without said written request or unless it has become impossible to schedule such a meeting due to absences. Failure in this latter regard shall be grievable.

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

5. Following such recommendation by the Superintendent, arrangement shall be made to afford said teacher a reasonable opportunity to speak in his own defense before the Board. In order to have such an opportunity, said teacher must within 10 school days after receipt of the written notice from the Superintendent, request in writing such a meeting with the Board. The meeting between said teacher and the Board shall not constitute a plenary hearing.

6. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten school days, give written notice stating said action, together with the reason thereof, to the teacher concerned. No more than one increment may be withheld in any given contract year.

7. The impact of the application of this withholding procedure shall be accumulative from year to year in that once an increment is withheld and unless such withholding is cancelled out, the person from whom said increment is withheld will proceed up the salary guide at a rate no faster than if the year of service wherein the increment was withheld had not been performed.

8. It shall be possible to cancel out the cumulative impact of a withheld increment but generally retroactive wages will not be paid. The cancellation of a withheld increment may be accomplished at any time by recommendation of the Superintendent and Board action and will be accomplished for only one withheld step at a time. Once a withheld increment is cancelled, the teacher will immediately (or for the next contract year--as specified by the Board action) be placed upon that step of the salary guide which would have applied if said increment had never been withheld.
 9. The Board shall cancel out the withholding of a single increment if the employee for whom the action was taken satisfactorily completes one contract year wherein specific recommendations to the contrary are not made to the Board through channels and no overall "unsatisfactory" evaluation reports exist (as defined in Article XI). Successive such "good performance" years shall be applicable to successive cancellations of built up withheld increments--if such exist.
 10. Any increment withheld under this provision shall be subject to the grievance procedure up to and including binding arbitration, where the arbitration shall have the power to restore said increment retroactively.
- C. The Board shall have the right to award a merit pay stipend, or bonus, in its discretion, to any bargaining unit member, beginning in the 1991-92 school year. This program will be on a trial basis for this contract only, and in order for it to continue beyond the term of this Agreement, it must be renegotiated by the parties. The maximum any one individual may receive under this program shall be \$1,000 per year.

ARTICLE XXVDEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Upper Saddle River Education Association and its affiliates as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Upper Saddle River Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing on the appropriate form.
2. The Upper Saddle River Education Association and its affiliates shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice at least one month prior to the effective date of such change.
- B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations.
- C. The Association agrees to save the Board harmless from any claims raised against it as result of its obligations arising under the provisions of this Article.

ARTICLE XXVITEACHER EMPLOYMENT & RE-EMPLOYMENT

- A. Teachers presently employed in the district shall be notified of their contract and salary status for the ensuing year no later than 15 April.
- B. Unused leave days previously accumulated in the district will be restored to all returning teachers.
- C. Teacher contract or salary statements shall be returned by 30 April.

ARTICLE XXVIIMISCELLANEOUS COMPENSATIONA. Coaches

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

2. Compensation for the contract year 1990/91 shall be One-Thousand-Two-Hundred-Sixty-Five Dollars (\$1,265) for the first and second years in any position. One-Thousand-Three-Hundred-Sixty-Five Dollars (\$1,365) for the third year in any position, and One-Thousand-Five-Hundred-Fifteen Dollars (\$1,515) for the fourth, fifth, and sixth years in any position and One-Thousand-Six-Hundred-Seventy-Five Dollars (\$1,675). The compensation amount to be paid for these positions for the 1991/1992, 1992/1993 contract years will be determined per item #4 of the Memorandum of Agreement.

3. The following sports shall merit paid coaching positions: soccer, boys' basketball, girls' basketball, girls' softball, wrestling, cheerleading, baseball and girls' field hockey. Cheerleading shall be 1/2 of the above payment schedule for each sport.

B. Athletic Event

Officiating at athletic events shall be compensated at
\$40 per event.

C. School Dances:

Supervision of school dances shall be voluntary and shall be compensated the same as officiating at an athletic event. Teachers supervising school dances shall temporarily be considered extensions of the school administrative staff and shall, therefore, act with authority to properly control conduct and/or attendance at same.

D. Department Heads and Grade Chairpersons:

Compensation for the contract year 1990/91 shall be One-Thousand-Three-Hundred Dollars (\$1,300) for the first and second years and One-Thousand-Seven-Hundred and Ten Dollars (\$1,710) for each year thereafter.

E. Teacher participation in overnight or weekend trips shall be voluntary and shall be compensated at the rate of 1/190th of the teacher's annual salary for each day so spent.

F. Specialists:

Compensation shall be One-Thousand-One-Hundred and Fifteen Dollars (\$1,115) per year for 1990/91 for the following positions: Learning Disability Specialists, Social Workers, Speech Pathologists and Guidance Counselors. The Compensation amount to be paid for these positions for the 1991/1991, 1992/1993 contract years will be determined per item #4 of the Memorandum of Agreement.

A Computer Specialist's position will be compensated at the rate of Two-Thousand-One-Hundred and Sixty Dollars (\$2,160) per year for the 1990/91 contract year. The Compensation amount to be paid for this position for the 1991/1992, 1992/1993 contract years will be determined per item #4 of the Memorandum of Agreement.

G. Advisors:

Compensation shall be as follows:

	<u>1990/91</u>
Yearbook Advisor	\$675
Newspaper Advisor	675
Magazine Advisor	675
8th Grade Advisor	525
Student Council Advisor	525

The Compensation amount to be paid for these positions for the 1991/1992, 1992/1993 contract years will be determined per item #4 of the Memorandum of Agreement.

H. Lunch Duty:

Compensation shall be as follows for days worked:

1990/91	-	\$11.00 per diem
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The Compensation amount to be paid for this position for the 1991/1992, 1992/1993 contract years will be determined per item #4 of the Memorandum of Agreement.

ARTICLE XXVIIIEDUCATIONAL IMPROVEMENTCredit Approval1. New Staff Members

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

2. Procedure for Approval and Creditation of Courses

A. All courses must be taken at an accredited college or university in order to be eligible for credit and/or accreditation.

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

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

D. An official college transcript must be received in the Office of the Superintendent within two months after the course is concluded.

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

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

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

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

F. Any teacher in his first year of service in the Upper Saddle River School system is not eligible for tuition reimbursement until his contract is renewed. Credits taken in the first year of employment will not be deducted from the credit allotment in the following budget year.

3. Approval and Credit Conditions

A. Courses within the organized program of studies of individuals who have matriculated at a college or other institution of learning will be accepted automatically provided the total program for study has been accepted by the Office of the Superintendent as being suitable to the individual's assignment on the Upper Saddle River staff or general professional future.

B. Graduate courses taken before the M.A. degree is obtained and which are not used for attainment of the M.A. degree may be applied toward the M.A.+30 level, upon approval by the Office of the Superintendent.

C. If not part of an approved, organized, program of study, courses beyond the bachelor's degree must be graduate courses with these exceptions:

- (1) Newly created undergraduate courses in fields of new subject matter.
- (2) Courses prerequisite to graduate courses in fields other than the individual's major area.

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

4. Individual Study

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

5. Amount Payable

Tuition reimbursement will be at the prevailing rate per graduate credit at any New Jersey State College for a maximum of nine (9) credits per individual in any fiscal year or an amount up to One-Thousand Dollars (\$1,000) maximum in any fiscal year for reimbursable credits earned at other institutions. Reimbursement will be made upon presentation of a transcript to the Board of Education and approval by the Superintendent. Teachers not returning to the system will not be reimbursed for courses taken during the summer.

ARTICLE XXIXINSURANCE PROTECTION

1. The Board shall pay the full premiums for such coverage set forth in the State Health Benefit Plan for each teacher, and in cases where appropriate, for family, husband and wife, or parent and child plan coverage.

2. Agreed that the Board of Education shall pay up to the following amounts each year for an employee/family dental, prescription, vision care plan and a disability plan.

1990/91 contract year up to \$130,000

1991/92 contract year amount to be determined by mutual agreement

1992/93 contract year amount to be determined by mutual agreement

Said plan shall be of the Association's choice.

3. One half of any unused premium funds from each contract year shall be carried forward and added to the next years available funds. The remaining half will be applied by the Board of Education to pay for dependent health insurance.

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

- a. If a teacher resigns or is otherwise terminated at a time other than at the end of the contract year, coverage will be terminated at the end of the month following the month of termination.
- b. The Board shall not be required to keep such coverage in force for any teacher on an extended leave of absence, but any such teacher may elect to reimburse the Board for its costs and thereby keep such coverage in force.
- c. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above, provided that such a description of coverage can be obtained from the carrier or carriers.

ARTICLE XXXMISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. After the agreement is signed, a copy of said agreement will be given to all teachers employed by the Board during the term of this agreement. Any teacher being considered for employment may inspect a copy of the agreement.
- E. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or Mailgram or registered letter at the following addresses:
1. If by the Association, to the Board at 395 West Saddle River Road, Upper Saddle River, New Jersey 07458.
 2. If by the Board, to the Association at 395 West Saddle River Road, Upper Saddle River, New Jersey 07458.
- F. Copies of approved Board Policy shall be placed in each general office, library and faculty room, and with grade or department chairmen and the Upper Saddle River Education Association.

ARTICLE XXXIIN-SCHOOL WORK YEAR

The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred ninety (190) days, all of which shall be scheduled between September 1 and June 30 of the year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The Administration and Board recognize it as administratively desirable that all teachers be notified in writing of their required days of attendance for the coming year by June 1 of the current year and in good faith will attempt to provide same.

ARTICLE XXXII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ARTICLE XXXIII

NO STRIKE, NO SANCTIONS

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

ARTICLE XXXIVMANAGEMENT PREROGATIVE AND
MAINTENANCE OF CONDITIONS

A. Management Prerogative: It is recognized that the Board has the duty by law to provide for the maintenance and support within the District of a thorough and efficient system of Free Public Schools. It is recognized that the Board has and will continue to retain, whether exercised or not, the exclusive right, responsibility and prerogative to direct the operation of the Public Schools in the District in all aspects, provided only that such prerogatives shall not be exercised in a manner inconsistent with or in violation of law or of any of the specific terms and provisions of this agreement.

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

SCHEDULE A 1990/91

	<u>B.A.</u>	<u>B.A. +30</u> <u>M.A.</u>	<u>M.A. +30</u> <u>B.A. +60</u>
1.	26,400	27,470	29,755
2.	26,800	27,720	30,255
3.	27,400	28,220	30,755
4.	27,800	29,020	31,755
5.	28,200	29,720	32,755
6.	28,800	30,520	33,755
7.	29,600	31,720	34,755
8.	30,900	32,820	35,755
9.	32,200	34,420	36,755
10.	33,250	35,620	38,955
11.	35,050	38,220	41,055
12.	38,300	41,720	44,455
13.	41,875	45,105	48,255

Each staff member who was on the 13th step for the first time in 1989/90 will remain on step 13 for the 1990/91 year. Each staff member who was on the 13th step for the school year 1988/89 and 1989/90 will receive a stipend of \$2,250, except for those who were on the 13th step for the first time in 1987/88. These staff members will receive a \$4,500 stipend. Each staff member who was on step 13 prior to the 1988/89 school year will receive a stipend of \$4,500. Each staff member who completed 18 years of service in this District will receive an additional longevity stipend of \$3,000. Each staff member who has completed 22 years of service in this District will receive an additional longevity stipend of \$2,500. Each staff member who has completed 26 years of service in this District will receive an additional longevity stipend of \$2,500. Each staff member who earns a Doctorate Degree from an accredited University or College will receive an additional \$1,000 stipend in the school year following the school year in which the degree is awarded. These stipends are additive to the guide and will be pro rated for part time staff. Any employee covered by this contract qualifying for a longevity stipend by completing the required number of years service in the District between August 31st and January 31st will receive payment effective February 1st. Any employee completing the required years of service after January 31st will receive payment beginning the following September.

SCHEDULE B (1990/91)

NON-CERTIFIED NURSES

1.	13,015
2.	13,285
3.	13,545
4.	14,230
5.	14,915
6.	15,595
7.	16,280
8.	16,940
9.	17,630
10.	18,445
11.	19,265
12.	20,080

SCHEDULE C (1991/92)

The salary schedule for this year will be determined based on the conditions outlined in the Letter of Agreement on Page 1, Item No. 4.

SCHEDULE D (1991/92)

NON-CERTIFIED NURSES

1.	14,015
2.	14,285
3.	14,545
4.	15,230
5.	15,915
6.	16,595
7.	17,280
8.	17,940
9.	18,630
10.	19,445
11.	20,265
12.	21,080

SCHEDULE E (1991/93)

The salary schedule for this year will be determined based on the conditions outlined in the Letter of Agreement on Page 1, Item No. 4.

SCHEDULE F (1992/93)

NON-CERTIFIED NURSES

1.	15,015
2.	15,285
3.	15,545
4.	16,230
5.	16,915
6.	17,595
7.	18,280
8.	18,940
9.	19,630
10.	20,445
11.	21,265
	22,080

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries, and by their corporate seals to be placed hereon, all on the day and year first written below.

Attest:

UPPER SADDLE RIVER
BOARD OF EDUCATION

Jane McRea
Secretary

By: *Christopher A. Brancini*
President

Attest:

UPPER SADDLE RIVER
EDUCATION ASSOCIATION

Audrey Cleff
Secretary

By: *Henry W. Saper*
President

Dated: *11/1/90*

SCHEDULE C 1991/92

	<u>B.A.</u>	<u>B.A. +30</u> <u>M.A.</u>	<u>M.A. +30</u> <u>B.A. +60</u>
1.	27,700	28,770	31,055
2.	28,100	29,020	31,555
3.	28,700	29,520	32,055
4.	29,100	30,320	33,055
5.	29,500	31,120	34,055
6.	30,100	31,820	35,055
7.	30,900	33,020	36,055
8.	32,200	34,120	37,055
9.	33,500	35,720	38,055
10.	34,300	36,600	39,750
11.	35,900	39,075	42,900
12.	39,100	42,850	45,300
13.	43,175	46,500	49,825

Each staff member who was on the 13th step for the first time in 1990/91 will remain on step 13 for the 1991/92 school year. Each staff member who was on the 13th step for the school year 1989/90 and 1990/91 will receive a stipend of \$3,125. Each staff member who was on step 13 prior to the 1989/90 school year will receive a stipend of \$6,250. Each staff member who completed 18 years of service in this District will receive an additional longevity stipend of \$3,000. Each staff member who has completed 22 years of service in this District will receive an additional longevity stipend of \$2,600. Each staff member who has completed 26 years of service in this District will receive an additional longevity stipend of \$2,600. Each staff member who earns a Doctorate Degree from an accredited University or College will receive an additional \$1,000 stipend in the school year following the school year in which the degree is awarded. These stipends are additive to the guide and will be pro rated for part time staff. Any employee covered by this contract qualifying for a longevity stipend by completing the required number of years service in the District between August 31st and January 31st will receive payment effective February 1st. Any employee completing the required years of service after January 31st will receive payment beginning the following September.

SALARY GUIDE 1992-1993

	<u>B.A.</u>	B.A. +30 <u>M.A.</u>	M.A. +30 <u>B.A. +60</u>
1.	29,025	30,145	32,475
2.	29,425	30,395	32,975
3.	30,025	30,895	33,475
4.	30,425	31,695	34,475
5.	30,825	32,495	35,475
6.	31,425	33,195	36,475
7.	32,225	34,395	37,475
8.	33,525	35,495	38,475
9.	34,825	37,095	39,475
10.	35,625	37,975	41,175
11.	37,125	40,350	44,225
12.	40,325	44,125	46,625
13.	44,500	47,875	51,250

Each staff member who was on the 13th step for the first time in 1991/92 will remain on step 13 for the 1992/93 school year. Each staff member who was on the 13th step for the school year 1990/91 and 1991/92 will receive a stipend of \$4000. Each staff member who was on step 13 prior to the 1990/91 school year will receive a stipend of \$8000. Each staff member who completed 18 years of service in this district will receive an additional longevity stipend of \$3000. Each staff member who has completed 22 years of service in this district will receive an additional longevity stipend of \$2750. Each staff member who has completed 26 years of service in this district will receive an additional longevity stipend of \$2750. Each staff member who earns a Doctorate Degree from an accredited university or college will receive an additional \$1000 stipend in the school year following the school year in which the degree is awarded. These stipends are additive to the guide and will be pro rated for part time staff. Any employee covered by this contract qualifying for a longevity stipend by completing the required number of years service in the district between August 31st and January 31st will receive payment effective February 1st. Any employee completing the required years of service after January 31st will receive payment beginning the following September.