

AGREEMENT BETWEEN THE

UPPER TOWNSHIP EDUCATION ASSOCIATION

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

THE COUNTY OF CAPE MAY, NEW JERSEY

FROM

JULY 1, 2013 – JUNE 30, 2016

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ARTICLE I
RECOGNITION

A. 1. The Board recognizes the Upper Township Education Association as the exclusive representative pursuant to Chapter 123, Laws of 1974, of a collective negotiations unit comprised of all non-supervisory certificated staff members, secretarial/clerical employees, and instructional aides whether under contract or on leave.

2. Including all certificated staff members and excluding administrative employees, supervisors, confidential employees, registered nurse within the meaning of Chapter 123, and all other employees of the Board of Education.

B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to professional employees, secretarial/clerical staff members and instructional aides represented by the Association in the negotiating unit above defined.

C. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to certificated teaching staff members as listed in paragraph A(2) above.

D. The Association recognizes the Board as the elected representative of the people of the Upper Township School District and is the employer of all personnel of the Upper Township School District.

E. The Association shall certify to the Board the names of members in good standing.

F. 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.

G. In the event of an impasse, the Board of Education, because of its responsibilities to the electorate, and the Association, as the representative group, reserves the right to release factual information relating to proposals and counter-proposals.

H. The Association will be provided, without cost, with space for meetings held outside of the workday and which do not require custodial or other cost to the Board. The Board will allow the use of equipment, including copier machines, inter-school mail and audio/visual equipment at reasonable times, provided the Association pays reasonable costs for necessary materials and damages caused by the Association.

I. The Board shall continue to provide a copy of approved Board minutes to the Association President.

J. The Board shall, as far in advance as is practicable, post in each school notification of any special Board of Education meeting.

K. The Association will be provided with adequate space [one (1) per building] so the UTEA may post notices to the staff. The location shall be mutually agreed upon by the UTEA and the Board.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Negotiations shall begin not later than October 1st preceding the date on which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be ratified and signed by the Association and 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 employees involved are free from assigned 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 negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

D. Proposed changes and conditions of employment shall first be negotiated with the Association in accordance with the dictates of Chapter 123, Public Laws of 1974.

ARTICLE III **GRIEVANCE PROCEDURE - EMPLOYEE**

A. DEFINITIONS

1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or violation of administrative policies, this Agreement or an administrative decision adversely affecting an employee or group of employees. 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 or 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

1. Level One

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

2. Level Two

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

3. Level Three

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

4. Level Four

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

- a. Any matter for which a detailed method of review is prescribed by law; or
- b. Any rule or regulation of the State Commissioner of Education but not the violation, misinterpretation or misapplication of such rule or regulation; or
- c. Any matter which according to law is beyond the scope of the board's authority; or
- d. Any complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or
- e. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

D. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR

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

1. A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
3. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

4. The arbitrator shall limit him/herself to the issue submitted. He/she can add nothing to, or subtract anything from any policy of the Board of Education. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract and the arbitrator is not to consider any past practice precedent in interpreting any contractual provision of the Agreement. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing. It is also understood that in acknowledging binding arbitration of disputes as above set forth, the Association and its members collectively and separately shall not cause, participate, sanction, or support any strike or job action against the employing Upper Township Board of Education.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at Levels 1 and 2 of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. A maximum of six (6) representatives may be present at Levels 3 or 4.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level 2, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings held with the employee concerning the grievance and shall receive a copy of all decisions rendered.

F. COSTS

1. Each party shall bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

3. Whenever any employee or representative of the Association is mutually scheduled to participate during working hours in grievance procedures, he/she shall suffer no loss in pay.

G. CONTENT OF FORMS

When prepared, grievance forms shall contain at least:

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

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 therefor and shall be transmitted promptly to all parties in interest and to the Association.

2. Separate Grievance File

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

3. Forms

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

4. Meetings and Hearings

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

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

**ARTICLE IV
FAIR DISMISSAL PROCEDURE**

A. TEACHERS

By April 30th of each year, or as determined by law or the New Jersey Department of Education, non-tenure teachers employed by the Board of Education shall be notified of appointment or, by written notification, that such employee shall not be offered a contract for the succeeding year. Reasons for non-renewal shall be given to the teacher in writing, if so requested in writing, and the teacher shall be entitled to a closed Board hearing and representation in accordance with the provisions of Title VI of the New Jersey Administrative Code.

B. NON-CERTIFICATED STAFF

Non-certificated staff (i.e., secretaries and instructional aides) employed by the Board shall be notified of their appointment or non-reappointment for the succeeding year by a written notice from the Board by June 1st of each year.

**ARTICLE V
EDUCATIONAL COUNCIL**

A. The Educational Council shall consist of a minimum of two (2) members of the Board of Education; the Superintendent or his/her designee; three (3) administrators; four (4) Upper Township teachers; one (1) secretary and one (1) aide appointed by the Association. Additional administrators and/or employees may attend when agenda items warrant their attendance. The Council shall meet at least two (2) times each year to discuss matters of mutual concern. No matters shall be brought before the Educational Council that have not been previously discussed with the district administrators concerned, the Superintendent, and Association representatives.

B. The chairperson for the council shall be a Board of Education member.

C. Either party to this Agreement may institute such meetings by developing an agenda of items to be discussed. The party receiving the initial agenda may also add items. Nothing herein precludes discussion of other concerns.

D. Meetings shall be scheduled at a time of mutual convenience.

E. It is expressly understood that the deliberations of the council are not intended as negotiations and the decisions of the Council are not grievable provided these decisions do not change the terms or conditions of employment.

ARTICLE VI
ADMINISTRATIVE SUPPORT OF CLASSROOM CONTROL AND DISCIPLINE
(TEACHERS)

A. DEFINITION OF RESPONSIBILITIES

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

ARTICLE VII
EMPLOYEE RIGHTS

A. THE FOLLOWING PARAGRAPHS SHALL APPLY TO ALL EMPLOYEES:

1. Protection and Representation

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

2. Required Hearings or Meetings

Whenever any employee is required to appear before the Superintendent, his/her designee, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her during such meeting. The employee shall be given twenty-four (24) hours prior notice of the meeting or interview except in cases of emergency. Any suspension of a teacher shall be made pursuant to the requirements of law.

3. Criticism of Employees

Any question or criticism by a supervisor, administrator, or Board member of an employee shall, to the extent possible, be made in confidence and not in the presence of any other individual other than the Superintendent unless the individual's presence has been requested by the employee.

4. Association Identification

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

B. THE FOLLOWING PARAGRAPHS SHALL APPLY ONLY TO TEACHERS:

1. Statutory Savings Clause

Nothing herein shall be construed to deny or restrict to any teacher such rights as he/she 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.

2. Evaluation of Students

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

3. Procedures for Supervision of Student Teachers and Practicum Students.

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

a. Teaching experience - Unless voluntarily done, no teacher shall have a student teacher or practicum student under his/her supervision unless said teacher has had at least three (3) years of teaching experience (with the most recent year in his/her present position).

b. When the opportunity for a student teacher or practicum student shall arise, the teachers of the instructional area shall be polled for willingness to participate in the student teacher or practicum student program. The Administration shall advise the selected cooperative teacher as soon as possible prior to the assignment of a student teacher or practicum student.

C. No employee shall be disciplined, reprimanded, reduced in rank, compensation, or non-renewed without just cause. In addition, no employee shall be reprimanded in front of peers or students. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure set forth herein, excepting that nothing in this clause shall be construed as impeding the Board's right to withhold an increment subject to law.

**ARTICLE VIII
EMPLOYEE WORK LOAD**

Unscheduled School Closings:

Employees shall not be expected to report when school is closed due to unexpected emergencies, i.e. snowstorms, no heat, etc.

Early Dismissals:

On days that school is dismissed early due to inclement weather or other schedule or unscheduled activities, the decision to dismiss secretaries and aides at the same time teachers are dismissed will be left at the discretion of the Superintendent. In inclement weather, no secretary or aide shall be in a building without the presence of an administrator.

A. TEACHERS

1. As professionals, teachers are expected to devote to their duties the time necessary to meet their responsibilities. All teachers are expected to initial the sign-in/sign-out roster.

2. The teacher workday, except for required professional meetings, which shall not exceed a maximum of four (4) per month except for an emergency situation, shall not exceed seven hours (7) and fifteen (15) minutes. Professional meetings will not normally be called on Fridays or before scheduled school closing.

3. The workday for teachers on days when a professional meeting is called shall not exceed seven (7) hours and forty-five (45) minutes.

4. Except for emergency circumstances requiring a teacher's presence, each teacher must inform the office before leaving the building during a duty-free lunch period.

5. Central registers shall be maintained for all teachers.

6. A teacher on bus duty who is required to remain beyond the normal workday shall receive compensatory release time within the next ten (10) working days, but not on a day for which a professional meeting is scheduled.

7. When Christmas falls on a day from Wednesday to Sunday, there will be an early closing on the last school day before the holiday.

8. The Association will be consulted no less than ten (10) work days before the annual school calendar is adopted by the Board of Education.

9. The teacher work year shall be one hundred eighty six (186) days; one hundred eighty (180) of which shall be student instructional days. Kindergarten teachers will not be required to work any more time than the other teachers. Members of the Child Study Team may be requested to work during the summer months; remuneration shall be at their contracted per diem rate of pay during the year services are rendered.

Effective September 1, 2012, the teacher work year shall be one-hundred eighty five (185) days; one-hundred eighty (180) of which shall be student instructional days.

10. Teachers shall receive one hundred ten (110) minutes of guaranteed preparation time per week.

11. Should a minimum instructional day of six (6) hours be mandated by the New Jersey Department of Education, then in that event, early dismissal pursuant to this Article shall be a minimum of six (6) hours. The parties recognize that statutory requirements shall prevail over terms of this contract.

12. The teacher work day during parent teacher conferences shall be scheduled as follows:

- 2 days shall be scheduled as seven hour and forty-five minute days (7' 45")
- 1 day shall be scheduled as an eight (8) hour day
- there will be no more than one (1) faculty meeting scheduled during the month that conferences are scheduled.
- teachers who travel between buildings as part of their regular schedule shall not be used for dismissal coverage on conference days.
- all certified teaching staff shall work the same number of hours and scheduled times on conference days.

B. SECRETARIES

1. Vacations and Holidays

- a. All secretaries will follow the school calendar plus work those days that professional staff is conducting conferences.
- b. Vacation schedules are as follows:

(1) Twelve (12) month secretarial employees hired after July 1, 2013, shall receive one (1) vacation day per month for the first five (5) years of employment. Fifteen (15) days will be granted after five (5) consecutive years of employment and twenty (20) days will be granted after ten (10) consecutive years of employment.

(2) Vacations are not cumulative. Each secretary shall arrange his/her own vacation period or periods with his/her immediate supervisor. Though vacations during the summer are encouraged, each individual may take the prescribed vacation at any time during the year with his/her immediate supervisor's approval.

(3) Ten (10) month secretaries do not receive vacation time.

(4) A maximum of ten (10) unused vacation days may be carried over from one school year to another. Vacation days carried over must be taken by December 1st of the school year following the school year in which they were earned.

c. When school is not in session, the regular work hours will be reduced by one (1) hour. The summer hours for secretaries shall commence June 30 each year and shall continue until September 1 each year.

2. Overtime

a. The regular work week for secretaries shall be thirty-five (35) hours. Secretaries authorized and required to work thirty-six to forty (36-40) hours per week shall be compensated straight time based on the secretary's regular rate of pay. Over forty (40) hours, secretaries shall be paid an amount based on one and one-half (1 1/2) times their regular rate of pay.

b. Authorized overtime shall mean overtime for emergency or unusual circumstances.

c. Only the Superintendent will authorize secretaries to work overtime.

C. AIDES

1. Effective July 1, 2013 all aides shall work the one-hundred eighty (180) day student school year plus two (2) additional days for professional development as determined by the administration.

Aides who work a minimum of five and three-quarter (5 ¾) hours per day shall be compensated on the basis of a one-hundred ninety (190) day work year. Aides who work less than five and three-quarter (5 ¾) hours per day shall be compensated on the basis of a one-hundred eighty-two (182) day work year.

The annual school calendar as prepared by the Board shall clearly indicate the two (2) in-service days on which aides shall report.

2. **Break Time for Instructional Aides:** All instructional aides who work five and three-quarter (5 ¾) hours per day or more shall receive one (1) fifteen (15) minute break per day.

3. Parent/Teacher Conferences: When Parent/Teacher Conferences are scheduled on early dismissal days, all Aides shall work to the end of the students' dismissal process.

ARTICLE IX
EMPLOYEE FACILITIES

A. Vending machines may be placed in employee lounges and/or lunch rooms, consistent with the following parameters and providing educational space requirements are not infringed upon:

Elementary School - four (4) machine maximum

Primary School - three (3) machine maximum

Middle School - three (3) machine maximum

The proceeds from all such machines shall be used at the discretion of the Upper Township Education Association.

B. The Board will reimburse \$60.00 per teacher, per year, toward purchases of protective clothing for industrial arts, consumer arts, art, science, and nurses. These teachers may purchase protective clothing and remit to the Board office itemized receipts reflecting purchase of protective clothing, minus tax, for reimbursement. Laundering shall be the teacher's responsibility.

ARTICLE X
EVALUATION PROCEDURE

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

2. To review his/her personnel file, the employee must give reasonable notice and no more than three (3) employees in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from his/her personnel file. An employee shall be permitted to have reproduced all materials in his/her personnel file upon reasonable notice and payment at the rate of 15¢ per page.

3. The Board shall not establish any separate personnel file, which is not available for the employee's inspection. Should any other administrative files be maintained, no document shall be transferred to the official personnel file unless and until the provisions of Paragraph C (5) of this Article are complied with.

4. The Board agrees to protect the confidentiality of personal references, credentials and other similar documents.

5. No derogatory material shall be placed in an employee's official personnel file until the employee has had the opportunity to review it. Employees shall indicate that they have been given the opportunity to acknowledge that they have reviewed the document by signing it. However, signature shall not connote agreement with its contents. The employee shall have a right to submit a written response to such material and have the response attached to the file copy. Should the employee refuse to acknowledge review of the document by signing same, the document shall nonetheless become part of the employee's personnel file. A disclaimer shall be added to all evaluations stating: "Signature on this document signifies receipt and does not signify agreement with the document itself."

A. EVALUATION PROVISIONS - TEACHERS

1. Written evaluation policies and job descriptions adopted by the Upper Township Board of Education will be distributed to all staff members by October 1 or within ten (10) days of the approval by the Board of any amendment thereof.

2. By October 15 or within ten (10) days after distribution to staff members of the written evaluation policies and job descriptions, the Superintendent or his/her designee shall review the aforementioned orally with the staff members.

3. Persons authorized to supervise staff members in the Upper Township School District will be listed and designated by the Superintendent. Copies of this list will be distributed to all staff members annually.

4. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address or audio system, or similar devices, shall be with the full knowledge of the employee before such use.

5. The observations, evaluations and conferences will serve, but will not be limited to, to identify the strengths and deficiencies with a view to providing assistance and improving the teacher's competence.

6. Evaluations of certificated staff members shall be governed by the New Jersey State Department of Education (NJDOE) mandated evaluation regulations as they may be amended by the NJDOE. Should there be any conflicts between the contract language and the Regulations, the Regulations shall prevail.

7. Announced observations shall have a pre-conference meeting within seven (7) working days prior to the observation, not including the day of the observation.

8. All teachers shall be evaluated by appropriately certificated members of the District Administration. Each teacher shall be observed at least three (3) times during each school year, at least once each semester. No member of the unit shall evaluate another unit member.

9. Long observations shall be forty (40) minutes in length or one (1) class period, whichever is shorter. Short observations shall be at least twenty (20) minutes in length.

10. A teacher shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within fifteen (15) school days after such evaluation. No report shall be placed in the teacher's file or otherwise acted upon without the prior knowledge of the teacher. A form shall be available for the teacher response to the evaluation to be submitted within ten (10) days of the evaluation conference. Copies of completed form shall be attached to each party's copy of the evaluation. No teacher shall be required to sign a blank or incomplete evaluation form.

11. Evaluations shall be presented to the teachers in accordance with State Regulations. Evaluations shall be addressed to the teacher and may include when pertinent:

- (1) Strengths of the teacher as evidenced during the period since the previous evaluation;
- (2) Weaknesses of the teacher as evidenced during the period since the previous evaluation;

and

(3) Specific suggestions as to measures which the teacher should implement to improve his/her performance in each of the areas wherein weaknesses have been indicated.

A. GENERAL EVALUATION PROCEDURE – NON-CERTIFIED STAFF

1. Written evaluation policies and job descriptions adopted by the Upper Township Board of Education will be distributed to all staff members by October 15th or within ten (10) days of the approval by the Board of any amendment thereof.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address or audio system, or similar devices, shall be with the full knowledge of the employee before such use.

3. An employee shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) days after such evaluation.

4. An employee's disclaimer of anything contained in the evaluation must be made in writing within ten (10) days of the conference. Copies of this disclaimer will be attached to each party's copy of the evaluation.

5. No evaluation shall be placed in an employee's official file unless it has been reviewed and signed by the employee. The employee's signature shall indicate that he/she has seen the document; however, the signature need not connote agreement with its contents. A form shall be provided for the employee to respond to the evaluation. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XI **EMPLOYEE ASSIGNMENT**

A. TEACHER ASSIGNMENT

1. All teachers shall be given notice of their grade level and subject assignments at issuance of contract unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties. Written notice of room and building assignments for the forthcoming year shall be given not later than the last school day of the current school year unless extenuating circumstances exist and/or an extension is mutually agreed upon by both parties.

2. The Superintendent shall assign all newly-appointed personnel to specific positions within the subject area(s) and/or grade level(s) for which the Board has appointed said teachers. The Superintendent shall give notice of assignments to new teachers as soon as possible and, except in cases of emergency, not later than July 1st preceding the school year for which such assignment is made.

3. In the event that in the spring, or anytime thereafter, changes in grade level and/or subject assignments are made, the teacher affected shall be notified promptly in writing and, upon request of the teacher, the changes shall be promptly reviewed among the Superintendent or his/her representative, the teacher affected and, at his/her option, a representative of the Association.

4. 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.

5. Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate currently set by the Upper Township Board of Education for Board members and administrators. Teachers who are to attend a professional visitation shall be reimbursed at the same rate.

6. 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 Administration.

B. NON-CERTIFICATED STAFF ASSIGNMENT

1. Non-certificated staff members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate currently set by the Upper Township Board of Education for Board members and administrators. Employees who are to attend a professional visitation shall be reimbursed at the same rate.

2. Non-certificated staff members 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 Administration.

ARTICLE XII **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. TEACHERS

1. Notification of Vacancies

a. When any vacancy and/or new position occurs, the Superintendent or his/her designee shall provide employees with e-mail notification of the opening and post the opening for ten (10) days in all school buildings.

b. Employees who desire a change in grade, subject, or building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade, or subject, or assignment or building to which the employee desires to be assigned.

c. As soon as a decision is made, within a reasonable time, the Superintendent shall post a list in each school with the name of all employees who have been reassigned and the nature of the reassignment.

d. A copy of all postings and assignments shall be sent to the Association President.

2. Criteria for Assignment

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

B. SECRETARIES

1. Notification of Vacancies

a. Whenever an opening occurs in any secretarial job classification, Superintendent or his designee shall provide employees with e-mail notification of the opening and post the opening for three (3) days in all school buildings.

b. Secretaries who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference.

c. As soon as such a decision is made, within a reasonable time, the Superintendent shall post a list in each school of the names of all secretaries who have been reassigned or transferred and the nature of such reassignment or transfer and shall mail a copy of such list to the Association President.

C. AIDES

1. Aides who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the aide desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

2. As soon as such a decision is made, within a reasonable time, the Superintendent shall post a list in each school of the names of all aides who have been reassigned or transferred and the nature of such reassignment or transfer and shall mail a copy of such list to the Association President.

3. Whenever an opening occurs in any aide position the Superintendent or his designee shall provide employees with e-mail notification of the opening.

D. REDUCTION IN FORCE

In the event of a reduction in force for secretaries or aides, a seniority list will be created in cooperation with the Upper Township Education Association and will be utilized to determine assignment. Any reduction in force shall be made in inverse order from the date of hire.

ARTICLE XIII **INVOLUNTARY TRANSFERS AND REASSIGNMENTS - TEACHERS**

A. NOTICE

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

B. MEETING AND APPEAL

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

C. PRIORITY IN REASSIGNMENT

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

ARTICLE XIV
SICK LEAVE

ALL EMPLOYEES

1. As of September 1st, all *employees* on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day.

As of July 1st of each work year, all employees on a twelve (12) month contract shall be entitled to twelve (12) sick days each work 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.

2. Sick leave shall be in accordance with statute.

3. The Superintendent may request medical certification of all illnesses. This practice will not normally be followed unless an employee is absent three (3) or more consecutive days.

4. Should an employee exhaust all current and accumulated sick leave, the employee may apply for the differential between his/her salary and the rate paid a substitute *employee*. Such determination by the Board shall be made on a case-by-case basis in accordance with New Jersey Statutes 18A:30-6.

5. Workers compensation shall be provided in accordance with the dictates of New Jersey Statutes 18A:30-2.1:

6. Teachers employed in the summer school program shall be granted two (2) days of sick leave if employed two (2) months or any part of two (2) months during the summer, or one (1) day of sick leave if employed one (1) month or any part of one (1) month during the summer school program. For each sick leave day not used, the teacher will receive one (1) additional regular sick day to be added to his/her accumulated sick days.

7. Employees shall be given a written accounting of accumulated sick leave no later than thirty (30) days after the start of their work year. The accounting shall include the ten (10) days for the current year.

8. Any employee returning from an extended illness or approved FLA/FMLA leave shall be returned to the same or a similar position.

9.a. All teachers retiring from the system with ten (10) or more years of service in the Upper Township Schools shall receive the sum of \$55.00 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 rates. The maximum amount payable to a teacher upon retirement pursuant to this paragraph shall be \$10,000.00.

9.b. All secretaries retiring from the School District with ten (10) or more years of service in the District shall received the sum of \$37.50 per day for each day of accumulated sick leave accrued during employment in the Upper Township School District. Payment in accordance with this Article shall be during the fiscal year following the year in which an employee retires. The maximum amount payable pursuant to this paragraph shall be \$4,500.00.

9.c. All aides retiring from the School District with ten (10) or more years of service in the District shall receive the sum of \$22.50 per day for each day accumulated unused sick leave accrued during employment in the Upper Township School District. Payment in accordance with this Article shall be during the fiscal year following the year in which an employee retires. The maximum amount payable to an employee pursuant to this paragraph shall be \$2,000.00. This paragraph shall apply to all aides who work five and three quarter (5 ¾) hours or more and who have ten (10) years of continuous service within the District.

10. Teachers will receive the following in each academic school year:
- 0 sick or family illness days used - \$100 cash bonus
 - 1 sick or family illness days used - \$50 cash bonus

Professional days, personal days, and bereavement days shall not be considered days used.

The Board will pay attendance bonus money to qualifying teachers in the form of a check, issued with the last pay of the school year. The check will be for the gross amount of the bonus and the employee shall be responsible for any Federal or State tax implications. Such payment shall not be considered part of an employee's pensionable salary.

ARTICLE XV

PERSONAL LEAVE

ALL EMPLOYEES

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

a. **Death in Immediate Family:** An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law and son-in-law. Two (2) days per event shall be granted for any other person residing in the domicile.

b. **Serious Illness in the Immediate Family:** An allowance of up to five (5) days annually shall be granted for a medically serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandmother or grandfather. Documentation of illness of immediate family member may be required by the Superintendent.

c. **Leave of a Personal Nature:** upon written request pursuant to the provisions below:

Teachers: An allowance of up to two (2) days shall be granted.

Secretaries: An allowance of up to three (3) days shall be granted for twelve (12) month employees.

An allowance of up to two (2) days shall be granted for ten (10) month employees.

Aides: An allowance of up to two (2) days shall be granted.

(1) Personal leave shall not be used for entertainment, recreation or other employment.

(2) Requests for personal leave shall be filed with the Superintendent or his/her designee at least three (3) days in advance of the contemplated absence.

(3) Personal days will not be granted on the first five (5) days of school or on days immediately preceding or following a school vacation or during the month of June. Exceptions may be granted for death of family members not defined in this contract, graduations or weddings.

(4) The Superintendent or his/her designee shall review each application. If more than a total of six (6) teachers district-wide or more than three (3) per building request the same day off, then approval of the Superintendent or his/her designee shall be determinative.

(5) In an emergency, the Superintendent or his/her designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize a personal day. (A situation not being able to meet the restrictions above may constitute an emergency.)

(6) Unused personal days shall accumulate as sick leave at the end of each school/work year on a one-for-one basis.

(7) The Superintendent or his/her designee may grant additional personal days under extenuating circumstances.

d. Leaves granted pursuant to the foregoing provisions shall be in addition to any sick leave to which the employee is entitled.

B. SECRETARIES

1. **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 at the recommendation of the Superintendent.

2. **Absence From Office on Other School Business** - As authorized by the Superintendent and the Board of Education.

ARTICLE XVI **PROFESSIONAL LEAVE** **(TEACHERS)**

A. All members of the professional staff shall be encouraged to participate in professional meetings, conferences, workshops, seminars, graduate study, visits to other school systems and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district. A written estimate of anticipated expenses must be submitted in advance. These leaves shall be granted as follows:

1. A member of the instructional staff may be granted a short-term professional leave up to five (5) days upon the recommendation of the principal without loss of pay. Requests for such leaves shall be made to the Superintendent in writing not less than one (1) week prior to the date of the leave.

2. A member of the instructional staff may be granted an extended professional leave with or without pay upon the recommendation of the Superintendent and the approval of the Board of Education. Requests for such leave shall be made to the Superintendent in writing at least sixty (60) days prior to the beginning of the leave.

3. Upon completion of either a short-term or extended professional leave, a complete report describing the professional activity shall be filed with the Superintendent.

B. If the Superintendent grants professional leave under this Article, then all reasonable and necessary expenses shall be compensated.

ARTICLE XVII
EXTENDED LEAVES OF ABSENCE

A. TEACHERS

1. International and Federal Programs

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

2. Illness in Family

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

3. Military Leave (N.J.S.A. 18A:29-11)

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

5. 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.

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

B. EMPLOYEES

1. **Good Cause** - Leaves of absence without pay may be granted by the Board of Education with good reason.

ARTICLE XVIII
CHILD-REARING LEAVE

A. All unit members as noted in Article I of this agreement are eligible for all benefits related to child bearing (disability leave) and childrearing leaves as prescribed by Federal and State laws as well as those benefits provided in the collective bargaining agreement.

B. Those employees meeting the eligibility requirements for leaves covered under the Federal Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA) shall receive those benefits in accordance with the above mentioned laws.

C. The use of accumulated sick days during the presumptive period of disability for child bearing will be allowed in accordance with statute (i.e. N.J.S.A. 18A:30-1 et seq.) and applicable case law.

D. Child-rearing leave without pay shall be granted to a teacher with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth of a child beyond six months from the birth).

E. Employees will be granted unpaid leaves according to the following terms:

1. Tenured employees shall have the right to request an unpaid leave of absence. Such leave shall continue until the commencement of the next semester or for the remainder of the year in which the leave is requested. An employee may request an extended unpaid leave during the next school year. If less than a full year leave, return from such a leave shall be at a natural break in the school year; e.g. a semester break. Leaves may be granted at the discretion of the Board of Education. Return from a leave at other than a natural break in the school year may be granted at the discretion of the Board of Education.

2. Non-tenured employees shall have the right to request an unpaid leave of absence for the remainder of the school year in which the leave is requested and such leave shall not extend beyond the end of the employees' contract for the school year in which the leave is granted.

F. A request for childrearing leave shall be made by an employee sixty (60) days prior to the beginning of such leave. Leave shall begin as recommended by the employee's personal physician. An employee may return to work after the birth of a child only upon presentation of a medical certificate from the employee's personal physician stating that she is capable of performing her duties.

G. Employees granted childrearing leave either pursuant to or beyond the provisions of applicable Federal and State laws shall, upon request, be reassigned to the position held at the time the leave was granted as long as, in the judgment of the administration, such assignment is in the best interests of the students.

H. Adoption - Any employee 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.

ARTICLE XIX **SUBSTITUTES**

A. TEACHERS

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

B. AIDES

1. Any instructional aide who is a classroom substitute will receive the substitute rate of pay per day in accordance with the District's policy for substitute pay.

2. Any instructional aide currently making more per diem than the District's per diem substitute rate shall receive his/her current rate of pay for substitute work.

3. All substitute days, full or partial, shall be cumulative for compensation purposes.

4. Aides directed to cover a class or any part of a class after their contractual work day shall be compensated at their individual hourly rate.

ARTICLE XX
CLASS SIZE
(TEACHERS)

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at acceptable numbers as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests as deemed administratively feasible at the direction of the Board.

ARTICLE XXI
SABBATICAL LEAVES
(TEACHERS)

A. One (1) member of the instructional staff may be granted a sabbatical leave of absence after seven (7) consecutive years of employment. He/She shall receive a salary, which represents fifty percent (50%) of his/her regular salary. The Superintendent shall recommend a teacher for sabbatical leave with the following provisions:

1. Sabbatical leave of absence shall be granted for such purposes as professional study at an approved college or university, independent research, study and professionally-related travel.

2. While on travel, the employee shall not engage in gainful employment except by written agreement with the Board of Education. Scholarships and fellowships do not constitute gainful employment.

3. The employee shall agree to return to his/her position or a comparable one in the Upper Township School District for a period of at least two (2) full years following the completion of his/her leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one-half (1/2) per year except in the case of death or total disability of the employee. If the total remission of service is not made by the member of the professional staff, he/she will agree by signing a promissory note before being granted the leave, to remit to the Board of Education the monetary amount equal to the time not served.

4. An applicant for a sabbatical leave must send his/her request annually in writing to the Superintendent by January 31st of the preceding year. The request must be accompanied by a written statement giving the purpose of the leave, plan of the activity to be pursued, the length of time involved, and the anticipated value of the experience to the individual and to the school system.

5. Request for sabbatical leaves will be considered by the Superintendent. The Superintendent, in turn, will submit his/her recommendation to the Board of Education for final action.

6. No more than one (1) member of the teaching staff will be granted sabbatical leave at any one (1) time.

7. When the teacher returns, she/he shall submit to the Superintendent a written report containing information on his/her activities during the period of his/her leave.

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

ARTICLE XXII
SALARIES

A. The salary schedules of all employees covered by this Agreement are attached hereto and made a part hereof as set forth in salary policy and adopted by the Upper Township Board of Education.

B. Teachers and Instructional Aides employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. They will receive their checks on the 15th and 30th of the month. Secretaries employed on a twelve (12) month basis will be paid in twenty-four (24) equal semi-monthly installments on the 15th and 30th of each month.

C. When a payday falls on or during a school holiday, vacation, weekend or Monday, barring any unforeseen or uncontrollable problems, employees shall receive their paychecks on the last previous working day.

D. Teachers and Instructional Aides shall receive their final checks on the last working day in June pending completion of all obligations and requirements as set forth by the Superintendent barring unforeseen or uncontrollable problems.

E. 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 or his/her shortcomings during the year.

F. Each employee may individually elect to have a percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited with ABCO. After deposit by the Board, there is no further fiduciary responsibility upon the Board.

G. LONGEVITY - TEACHERS

1.a Longevity payments will remain unchanged for 2010-2011 and 2011-2012 at the 2009-2010 payment levels. (Longevity charts are exhibited on the salary guides for teaching staff members.)

1.b Longevity movement shall be restored in the 2012-2013 school year. Teachers having been employed in the District and who have seventeen (17) actual years worked in the District shall be paid according to the longevity charts exhibited on the salary guide for teaching staff members.

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

H. The Board shall provide direct electronic deposit of employee paychecks to a bank of choice at no cost to the employee. The Board's obligation for electronic deposit shall be limited to a maximum of three (3) banks for all members of the Association.

I. Entry level salary for secretaries shall be as noted in the approved Salary Guides.

ARTICLE XXIII
EXTRA COMPENSATION
(TEACHERS)

A. Extracurricular duties by certificated personnel, authorized by the Board of Education, shall be compensated with extra pay. The hourly pay shall be as follows \$32.64, provided the activity involves a minimum of ten (10) children. The following moderators shall be paid at the hourly rate: Think Team, Honor Society, Eighth Grade Advisor; Computer Clubs; Homework Clubs; Garden Club, Golf Club and Art Club. Effective July 1, 2014, moderators may be compensated for a maximum of forty-five (45) hours per school year (maximum 100 hours for homework club only) when proof of the days met, the time frame the activity met, and student sign in sheets are supplied.

Sixth Grade Orientation: Teachers shall attend sixth grade orientation with additional compensation, however, limited to 1 hour for each sixth grade teacher.

B. The following coaches and moderators shall receive an additional stipend as follows \$2,060:

Soccer, Basketball, Baseball, Volleyball, Yearbook, Student Council, Track, Drama, Field Hockey, Newspaper; Band Director, Cross-Country, Middle School Chorus and Softball, Elementary School Choir.

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

Assistant Coach

C. Summer school teachers shall be paid at the following hourly rate: \$34.18.

D. Homebound instruction will be compensated at the following hourly rate: \$38.72.

E. All certificated personnel (i.e. teachers) performing any duties beyond their regular scope of contracted duties, provided they are recommended by the Administration and approved by the Board, and not specifically mentioned in this agreement, will be paid at the rate of: \$34.18.

Site Based Committees: The site based or school based committees shall meet six times per year. Meetings shall not exceed 1.5 hours and two teachers per school shall attend the committee. Subject to agenda requirements and needs, different teachers will be rotated into the committee. Teachers shall be compensated for this duty at the above rate.

State or Department of Education mandated programs: Any State or Department of Education mandated programs that must be delivered or presented after the normal school day ends shall be attended by teachers with additional compensation, however, any said programs/meetings shall not exceed 2 hours.

F. Beginning with contract year 2000-2001, the Distance Learning Coordinator and Computer Coordinator shall be recognized under this contract. Salary for these positions shall not exceed the amount paid to each position during the 1999-2000 school year.

G. The following activities shall receive no additional compensation:

1. Preschool and Kindergarten Orientation: Teachers shall attend these orientations during the school day without additional compensation, however, limited to one (1) hour per teacher. Orientation days shall be scheduled by the administration based upon District needs.

2. Field Trips: Teachers agree to participate in field trips without additional compensation, subject to the following:

All staff participating in field trips shall be through volunteers.

a. The eighth grade field trip involves considerable travel in order to afford an enriching and fun learning opportunity. One eighth grade field trip per year shall have a return time of no later than 11:00 p.m., with no additional compensation to the teachers.

b. Any other grade levels to be afforded the same opportunity for field trips will return no later than 30 minutes after the end of the contractual school day (7 hours and 15 minutes) for teachers with no additional compensation.

3. Teacher Initiated Programs: There shall be no additional compensation for any teacher initiated programs which extend beyond the contractual school day. The decision to initiate programs in this context, shall be at the sole discretion of the teacher with no outside influence by the Board of Education or Administration as to the decision to conduct the program, but such activities will be with Board of Education approval.

Extra Compensation (Aides)

A. Field Trips: Aides are to be paid their regular hourly rate for participation. All staff participating in field trips shall be through volunteers.

ARTICLE XXIV INSURANCE PROTECTION

A. HEALTH CARE COVERAGE

1. As of the beginning of each school year, the Board shall provide the health care insurance protection as designated herein. Effective October 1, 2012, the current Horizon HMO plan shall be eliminated. Those employees leaving Horizon HMO shall have transfer rights to all other current health insurance plans offered by the Board. The Board shall guarantee that there will be no interruption of healthcare coverage due to this change. The Board shall make whole any employee who suffers any financial loss due to a lapse in coverage.

Employees currently enrolled in the Horizon Traditional Plan as of June 11, 2012 may remain in that plan. Any employee opting into the Horizon Traditional Plan after that date shall pay the difference in premium between the POS plan and the Traditional plan in addition to any contribution required by law.

Effective September 1, 2014, the current Horizon Traditional Plan shall be eliminated. Those employees leaving Horizon Traditional shall have transfer rights to all other current health insurance plans offered by the Board for the life of the agreement. Any Horizon Traditional Plan employee as of August 31, 2014 who wishes to transfer after June 30, 2016 shall pay the difference in premium in addition to any contribution required by law.

2. The Board of Education shall pay the full premium for each individual employee and, in cases where appropriate, for family plan insurance coverage as follows: Major medical and hospitalization coverage at levels consistent with those offered by the New Jersey State Health Benefits Program, and a co-pay prescription plan: \$10.00 generic, \$20.00 brand name and \$25.00 non-formulary drugs, without contraceptive and without fertility drugs. Effective September 1, 2014 the prescription plan co-pays will be: \$5.00 generic, \$20.00 brand name and \$30.00 non-formulary drugs. The Board shall provide a dental plan the equivalent of the Horizon Dental Benefit Plan.

Deductibles on health insurance coverage for Blue Cross/Blue Shield Pace shall be increased to \$250.00 per individual and \$400.00 for family coverage effective April 1, 2003.

The prescription plan shall be a mandatory generic plan unless a doctor specifically prescribed a name brand.

3. 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.

4. An employee must work more than thirty (30) hours per week to qualify for Board paid health benefits. (Employee #4201 is grandfathered into the health benefit plan in which the employee is currently enrolled.)

5. **Dual Health Coverage:** Effective July 1, 2012, those employees having dual health coverage, (i.e., coverage provided by a spouse or other member of the employee's family) shall be permitted to decline health insurance coverage as provided by the Board pursuant to this contract. Employees who choose to waive their health benefits coverage (medical, prescription, or dental) shall receive a single, non-pensionable payment of:

Waive Health, Rx and Dental

<i>Single</i>	=	\$3,000
<i>P/C+, 2 Adult, Family</i>	=	\$5,000

Waive Health and Rx

<i>Single</i>	=	\$2,850
<i>P/C+, 2 Adult, Family</i>	=	\$4,750

Waive Health and Dental

<i>Single</i>	=	\$2,400
<i>P/C+, 2 Adult, Family</i>	=	\$4,000

Waive Health

<i>Single</i>	=	\$2,250
<i>P/C+, 2 Adult, Family</i>	=	\$3,750

Said payment shall be made on July 15th of the year following the year during which the employee waives benefits.

An employee must reapply to waive benefits on an annual basis or he/she will be automatically re-enrolled in the appropriate benefit levels.

In the event of a change of life event, such as death or divorce of spouse, or loss of insurance coverage, and as permitted by the health insurance carrier, the employee shall be permitted to re-enroll in the Board's health insurance plan without penalty. This proposal is contingent upon a Cafeteria 125 Plan being established in accordance with Internal Revenue Service Guidelines. The current Section 125 Plan used for dual health insurance to be expanded to permit medical accounts, day care accounts, etc.

Any waiver monies due shall be pro-rated based upon the date upon which the employee re-enrolls in benefits.

6. New hires as defined by this contract shall be provided with singles only coverage until such time as tenure is achieved or after three (3) years continuous employment within the District. Those new hires shall have the option of purchasing additional coverage at the group rate at their own expense.

7. New hires shall be defined as those employees employed by the Board as of or after September 1, 1996.

8. Part time employees may purchase supplemental insurance by means of automatic payroll deduction at group rates as permitted by the insurance carrier master contract.

B. COMPLETE ANNUAL COVERAGE

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

2. **Secretaries:** For each secretary who remains in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th.

C. INCOME PROTECTION

The Administration shall permit representatives of the Prudential Financial Plan to meet with employees 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 Prudential Financial representative shall be permitted a minimum of twenty (20) minutes for the meeting. At employee cost, Board shall carry AFLAC Plan to be funded by employee payroll deduction. This is in addition to Prudential Financial.

D. DENTAL INSURANCE

The Board will provide family coverage for all employees in the amounts indicated in the agreement signed between the Board and the insurance carrier. The Board agrees to request the insurance carrier to provide a description of the dental care insurance coverage provided under this Agreement to each employee.

ARTICLE XXV
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees 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, (N.J.S.A. 52:14-5.9e) and under rules established by the State Department of Education.

B. The Board agrees to implement the four (4) tax sheltered annuity programs selected by the Association in addition to the State TPAF Plan.

ARTICLE XXVI
MENTORING
(TEACHERS)

A. Because of the need for the mentor and the provisional teacher to observe one another and to plan certain lessons together, appropriate release time will be provided both teachers by the District for this purpose. This time will be exclusive of scheduled prep times and shall be within student contact time.

B. The District shall continue to provide in-service training for interested teachers so that in the future it will be possible for different teachers to volunteer for the position each year.

C. Fee shall be paid in accordance with New Jersey statute.

ARTICLE XXVII
TUITION REIMBURSEMENT

A. TEACHERS

1. The Board agrees to reimburse any fully certificated member of the instructional staff for credits toward graduate degrees or for courses approved by the Superintendent. All requests for such courses shall be submitted prior to enrollment to the Superintendent for approval.

2. The Board will reimburse each individual up to \$800.00 per course and the Board's liability for this benefit for teachers capped at \$28,000.00 per year.

When fifty percent (50%) of the \$28,000 is used (\$14,000), notice will be provided to the staff informing them that the following priority payment language shall be thereafter used for reimbursements.

Priority of payment shall be to (1) tenured teachers matriculating into a graduate program for degrees or enrolled in a program for certification; (2) Tenured teachers; (3) Non-tenured teachers matriculating into a graduate program for degrees or enrolled in a program for certification; and (4) Non-tenured teachers.

3. Said reimbursement is to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be no lower than a "B", except in cases of a pass/fail option where a passing grade shall be required.

B. AIDES AND SECRETARIES

The Board agrees to pay any member of the instructional aide or secretarial staff for credits toward further educational courses or seminars or institutes and workshops approved by the Superintendent. All requests for such courses shall be submitted, prior to enrollment, to the building principal and the Superintendent for approval. The Board will reimburse such individual up to \$700.00 per year, to a maximum of \$3,000.00 per year for all secretaries and \$3,000.00 per year for all instructional aides. Said reimbursement is to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, all grades and/or attendance requirements must be met. If a grade is received, the grade received must be no lower than a "B", except in case of a pass/fail option where a passing grade shall be required.

C. Aides

The Board shall pay for the renewal of aides substitute certificate at the prevailing rate every five (5) years on the renewal schedule.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

A. TEACHERS

1. 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.
2. 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.
3. 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.
4. Tenured teachers shall receive a letter from the Board stating that they will be employed by the Board for the coming school year. Said letter shall include a statement of the teacher's salary for the school year in question.
5. Any teacher intending to relinquish his/her position shall give the Superintendent a minimum of sixty (60) days written notice of his/her intention to do so.

B. SECRETARIES

1. **Length of Service** - Length of service is the amount of continuous service since date of last engagement by the Board.
2. **Part-Time or Temporary Secretary** - The provisions herein apply to regular, full-time secretaries only. Absences of part-time or temporary secretaries are dealt with at the discretion of the building principal, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits, not to exceed those stipulated for regular, full-time employees, may be granted.

3. Secretaries and aides shall give a minimum of ten (10) working days written notice to the Superintendent of their intent to relinquish their position. Said written notice shall specify the requested date of resignation or retirement. The Superintendent, in his/her sole discretion, may grant an earlier date on a case-by-case basis.

C. ALL EMPLOYEES

1. 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.

2. Copies of this Agreement shall be reproduced as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Reproducing the Agreement shall be the responsibility of the Upper Township Board of Education.

3. 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.

4. (a) Ten (10) month employees must have been paid or have been in a pay status for a minimum of ninety (90) days in a work year to qualify for movement up the salary guide for the following year.

(b) Twelve (12) month employees must have been paid or been in a pay status for a minimum of one-hundred ten (110) days in a work year to qualify for movement up the salary guide for the following year.

ARTICLE XXIX
REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee or certified staff member does not become a member of the Association during any membership year (i.e, from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as majority representative.

B. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the NJEA in accordance with the law.

C. DEDUCTION AND TRANSMISSION FEE

1. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the NJEA shall notify the Board of Education as to the names of those employees who are to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

(Please note: The representation fee deducted shall be retroactive to September 1st).

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

- a. Clarification: If dues for members are paid by automatic payroll deduction; fees paid by fee payers shall be in the same manner. Cash payment is only accepted if members also pay in cash.
- b. Dues deducted are submitted to NJEA, as are representative fees, not to the local association.

5. Changes

The Association will notify the Board of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made more than ten (10) days after the Board received said notification.

6. New Employees

On or about the last day of each month, beginning with the month, this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death. The Association agrees that any personal data provided to the Association by the Board of Education, to include social security numbers, shall not be released to any third parties and shall be used only for Association business.

7. The Association shall indemnify and hold the board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

8. The Association agrees that it shall have in place provisions for a demand and return system as required by law.

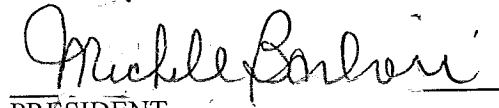
ARTICLE XXX
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect June 30, 2016.
- 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.


**UPPER TOWNSHIP TEACHERS ASSOCIATION UPPER TOWNSHIP BOARD OF
EDUCATION**



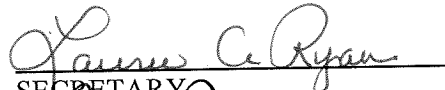
CO-PRESIDENT



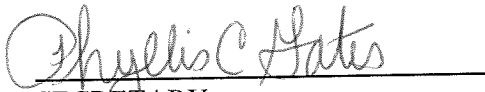
PRESIDENT




CO-PRESIDENT




SECRETARY



SECRETARY



CHAIRPERSON, NEGOTIATIONS



CHIEF NEGOTIATOR

Teacher Salary Guide – 2013-2014

Step	BA	BA15	BA30	MA	MA15	MA30
1	50,628	51,775	52,937	54,099	55,261	56,424
2	51,028	52,175	53,337	54,499	55,661	56,824
3	51,478	52,625	53,787	54,949	56,111	57,274
4	51,978	53,125	54,287	55,449	56,611	57,774
5	52,578	53,725	54,887	56,049	57,211	58,374
6	53,478	54,625	55,787	56,949	58,111	59,274
7	54,207	55,354	56,516	57,678	58,840	60,003
8	54,932	56,079	57,241	58,403	59,565	60,728
9	55,457	56,604	57,766	58,928	60,090	61,253
10	56,105	57,252	58,414	59,576	60,738	61,901
11	56,748	57,895	59,057	60,219	61,381	62,544
12	59,026	60,173	61,335	62,497	63,659	64,822
13	61,069	62,216	63,378	64,540	65,702	66,865
14	63,934	65,081	66,243	67,405	68,567	69,730
15	67,828	68,975	70,137	71,299	72,461	73,624
16	71,654	72,801	73,963	75,125	76,287	77,450
16.5	74,620	75,767	76,929	78,091	79,253	80,416
17	77,493	78,640	79,802	80,964	82,126	83,289
18	80,093	81,240	82,402	83,564	84,726	85,889
19	81,893	83,040	84,202	85,364	86,526	87,689

Longevity

Step	BA	BA15	BA30	MA	MA15	MA30
24-26	1,324	1,347	1,370	1,394	1,417	1,440
27+	3,638	3,667	3,696	3,726	3,756	3,784

Teacher Salary Guide – 2014-2015

Step	BA	BA15	BA30	MA	MA15	MA30
1	51,393	52,540	53,702	54,864	56,026	57,189
2	51,793	52,940	54,102	55,264	56,426	57,589
3	52,293	53,440	54,602	55,764	56,926	58,089
4	52,793	53,940	55,102	56,264	57,426	58,589
5	53,293	54,440	55,602	56,764	57,926	59,089
6	54,193	55,340	56,502	57,664	58,826	59,989
7	54,893	56,040	57,202	58,364	59,526	60,689
8	55,593	56,740	57,902	59,064	60,226	61,389
9	56,493	57,640	58,802	59,964	61,126	62,289
10	57,493	58,640	59,802	60,964	62,126	63,289
11	58,618	59,765	60,927	62,089	63,251	64,414
12	60,718	61,865	63,027	64,189	65,351	66,514
13	62,818	63,965	65,127	66,289	67,451	68,614
14	65,618	66,765	67,927	69,089	70,251	71,414
15	68,943	70,090	71,252	72,414	73,576	74,739
16	72,243	73,390	74,552	75,714	76,876	78,039
16.5	75,043	76,190	77,352	78,514	79,676	80,839
17	77,793	78,940	80,102	81,264	82,426	83,589
18	80,493	81,640	82,802	83,964	85,126	86,289
19	83,093	84,240	85,402	86,564	87,726	88,889

Longevity

Step	BA	BA15	BA30	MA	MA15	MA30
24-26	1,324	1,347	1,370	1,394	1,417	1,440
27+	3,638	3,667	3,696	3,726	3,756	3,784

Teacher Salary Guide – 2015-2016

Step	BA	BA15	BA30	MA	MA15	MA30
1	51,853	53,000	54,162	55,324	56,486	57,649
2	52,253	53,400	54,562	55,724	56,886	58,049
3	52,753	53,900	55,062	56,224	57,386	58,549
4	53,253	54,400	55,562	56,724	57,886	59,049
5	53,753	54,900	56,062	57,224	58,386	59,549
6	54,453	55,600	56,762	57,924	59,086	60,249
7	55,153	56,300	57,462	58,624	59,786	60,949
8	55,853	57,000	58,162	59,324	60,486	61,649
9	56,753	57,900	59,062	60,224	61,386	62,549
10	57,818	58,965	60,127	61,289	62,451	63,614
11	59,168	60,315	61,477	62,639	63,801	64,964
12	61,518	62,665	63,827	64,989	66,151	67,314
13	63,718	64,865	66,027	67,189	68,351	69,514
14	66,518	67,665	68,827	69,989	71,151	72,314
15	69,818	70,965	72,127	73,289	74,451	75,614
16	73,118	74,265	75,427	76,589	77,751	78,914
16.5	75,918	77,065	78,227	79,389	80,551	81,714
17	78,618	79,765	80,927	82,089	83,251	84,414
18	81,318	82,465	83,627	84,789	85,951	87,114
19	83,993	85,140	86,302	87,464	88,626	89,789

Longevity

Step	BA	BA15	BA30	MA	MA15	MA30
24-26	1,324	1,347	1,370	1,394	1,417	1,440
27+	3,638	3,667	3,696	3,726	3,756	3,784

**Aide Guides – 2013-2014 through 2015-2016
Hourly Rates**

2013-2014			2014-2015			2015-2016	
Step	Salary		Step	Salary		Step	Salary
1	12.08		1	12.35		1	12.63
2	12.38		2	12.64		2	12.92
3	12.71		3	12.93		3	13.21
4	13.04		4	13.25		4	13.50
5	13.36		5	13.57		5	13.80
6	13.68		6	13.89		6	14.12

Off-Guide Personnel

2013-2014			2014-2015			2015-2016		
Hire Date	OG Step	Salary		OG Step	Salary		OG Step	Salary
9-1-05								
9-1-03	Off 1	13.99		Off 1	14.20		Off 1	14.43
9-1-02	Off 2	14.28		Off 2	14.49		Off 2	14.72
5-4-00	Off 3	14.89		Off 3	15.10		Off 3	15.33
9-1-88								
9-7-99	Off 4	15.19		Off 4	15.40		Off 4	15.63
9-1-89	Off 5	20.08		Off 5	20.29		Off 5	20.52

NOTE:

Off-guide, remain on the same step each year of the three year agreement.