

**AGREEMENT BETWEEN
UNION TOWNSHIP BOARD OF EDUCATION**

AND

UNION TOWNSHIP of HUNTERDON COUNTY EDUCATION ASSOCIATION

July 1, 2007

To

June 30, 2008

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PREAMBLE

THIS AGREEMENT entered into this 1st day of July, 2007, by and between the Board of Education of Union Township, Hunterdon County, New Jersey hereinafter called the "Board", and Union Township of Hunterdon County Education Association, hereinafter called the "Association".

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all of the following certificated and non-certificated personnel under contract:

Classroom Teachers
Special Subject Teachers
Supplemental Teachers
Nurse
Child Study Team Members or Personnel (not on per diem)
Secretaries
Full-time Paraprofessionals
Library Assistants
Receptionists

The following personnel are expressly excluded, and therefore, not covered under this Agreement:

All Supervisory personnel
Custodial/maintenance personnel
Confidential Secretaries

Unless otherwise indicated, the term, "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

Unless otherwise indicated, the term, "secretary", when used hereinafter in this Agreement, shall refer to all secretaries and receptionists represented by the Association in the negotiating unit as above defined.

ARTICLE II **TERM**

This Agreement shall become effective July 1, 2007 and shall continue in effect until June 30, 2008

ARTICLE III **SCOPE OF AGREEMENT AND NEGOTIATIONS PROCEDURE**

This Agreement incorporates the entire understanding of the parties on all matters which were agreed to as the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Any agreement so negotiated shall apply to all teachers, as defined in Article I, to be reduced to writing, be adopted by the Board and Association, and signed by the officers of the respective parties.

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 *et seq.*

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.

Nothing in this Agreement, which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

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.

ARTICLE IV **BOARD JURISDICTION**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with the applicable laws and regulations, to take whatever actions may be necessary to carry out the obligations of the Union Township School District.

It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, provided they are consistent with and not in conflict with any provisions of this Agreement.

ARTICLE V **CONFLICT RESOLUTION**

GRIEVANCES

A. Definitions

1. Grievance

A grievance is a formal complaint instituted by an employee or employees or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting the terms and conditions of employment of an employee or group of employees. The parties agree that grievant shall utilize the Grievance Procedure, attached to this Agreement as "Appendix A."

2. Aggrieved Person

An aggrieved person is the employee or employees or the Association making the formal complaint. The name of the aggrieved employee(s) shall be included on the grievance form when the grievance is submitted.

B. Purpose

The purpose of the grievance procedure is to resolve, at the lowest possible level, differences concerning the rights of the parties regarding the terms and conditions of employment.

C. Procedure

1. Time Limits

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 limits specified may, however, be extended or reduced by mutual agreement.

However, where lengthy vacation periods such as winter or spring recess or other staff vacations occur, such time off during such periods shall not be counted in the grievance procedure, and grievances filed or appealed shall be deemed timely if they were filed within the time limits set forth in the grievance procedure, exclusive of such holiday time.

2. **Year End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in the 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 the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is practicable.

3. **Level One - Building Principal/Supervisor**

Within a period of thirty (30) school days of the time the employee should reasonably have known of the occurrence of the grievance, an employee with a grievance shall first discuss it with the Building Principal/Supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter at the lowest possible level.

4. **Level Two - Written Grievance to Building Principal/Supervisor**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, which shall have been rendered within five (5) school days after the presentation of the grievances, he/she may file the grievance in writing within five (5) school days, to the Building Principal/Supervisor and shall name the employee(s) involved, shall state the facts giving rise to the grievance, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the Building Principal/Supervisor shall hold a meeting and communicate his/her answer in writing to the grievant.

5. **Level Three--Superintendent of Schools**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, which shall have been rendered within five (5) school days after the presentation of the grievances, he/she may file the grievance in writing within five (5) school days, to the Superintendent of Schools and shall name the employee(s) involved, shall state the facts giving rise to the grievance, and shall indicate the specific relief requested. Within five (5) school day after receiving the grievance, the Superintendent of Schools shall hold a meeting and communicate his/her answer in writing to the grievant.

6. **Level Four - Board of Education**

a. If the grievance is not resolved at Level Three to the aggrieved person's satisfaction, the aggrieved person may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board of Education. This request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days from the date of request for review to the Board.

b. The Board or a committee thereof, shall review the grievance, hold a hearing within fifteen (15) school days of receipt of the related papers with the aggrieved person if such is deemed necessary by the Board or if such is requested by the aggrieved person, and shall render a decision with reasons in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the aggrieved person, whichever comes later. The Board shall communicate its written decision to the aggrieved person, the Association, and to the Superintendent of Schools.

7. **Level Five - Arbitration**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four and the Association chooses to submit the grievance to arbitration, the Association shall notify the Board in writing of its decision to proceed to arbitration under the rules of the New Jersey Public Employees Relations Commission. Such notification must be made within fifteen (15) school days of the decision at Level Four. The decision of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement, wherein the arbitrator's decision shall be final and binding on both parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to nor subtract from the agreement between the parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

D. **Rights of the Employee to Representation**

1. **Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at their option, by representative(s) selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. The aggrieved person, Board, and school administration shall have the right to have present consultants and/or advisors of their choice. However, the Board shall not be responsible for the salaries of the consultant and advisor of the aggrieved person. When a grievance is filed by an individual, the individual must be present at all hearings.

2. **Reprisals**

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

E. **Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. The aggrieved person, however, should be available to testify if requested to do so by the Board.
2. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved person to proceed to the next level permitted. Failure at any step of this procedure to appeal a grievance to the next step permitted within the specified time limit shall be deemed to be acceptance of the decision rendered at that 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 effect thereof shall have been fully determined.
4. It shall be the general practice to process grievances during times which do not interfere with assigned duties of employees provided. However, in the event the Board and the arbitrator agree to hold the proceedings during the regular working hours, an aggrieved person and his/her representative participating in any level of the grievance procedure, with any representative of the Board, shall be released from his/her duties for that purpose without loss of salary.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association, submitted to administration,

agreed upon jointly and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants until after a final decision is rendered.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

COMPLAINT PROCEDURE

- A. Any member who has a complaint (other than a "grievance" as defined herein) shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.
- B. If as a result of the discussion, the matter is not resolved to the satisfaction of the member within five (5) working days of Step 1, he/she shall set forth his/her complaint in writing, using the complaint form in Appendix B, to his/her principal or immediate supervisor. The principal shall communicate his/her decision to the member in writing with reasons within five (5) working days of receipt of the written complaint.
- C. If the complaint is not resolved to the member's satisfaction in Step 2, he/she, no later than five (5) working days after receipt of the principal's or supervisor's decision, may request a review and bearing by the Superintendent or designee. The appeal to the Superintendent must be made in writing with courtesy copy to the principal or supervisor setting forth the matter submitted to the principal or supervisor as specified above and the reasons for his/her dissatisfaction with decisions previously rendered. The Superintendent or designee will conduct a hearing which shall be held within ten (10) working days from the receipt of the complaint by the Superintendent. The Superintendent shall make a determination within ten (10) working days from the receipt of the complaint and shall, in writing, notify all interested parties of his/her determination.
- D. In the event the complaint is dissatisfied with the disposition of the complaint at Step 3, he/she may, within five (5) working days after a decision by the Superintendent, request in writing the complaint be submitted to the Board of Education. The Board, or a committee thereof, may conduct a hearing within ten (10) working days after receipt of the complaint. The decision of the Board shall be final and binding.

ARTICLE VI **EMPLOYEE RIGHTS**

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, provided they do not conflict with existing law.

B. Just Cause Provision

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth except when precluded by law under N.J.S.A. 34:13A-5.3.

C. Compliance Between Individual Contract Policies and Master Agreement

Any individual contract and/or policies between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract and/or policies contain language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. Notification

Whenever an employee is required to appear before the Board or any committee concerning any matter which would adversely affect the continuation of that employee in his/her employment, he/she shall be accorded every right afforded to him/her under current state statutes. The employee shall be notified, in writing, as soon as the need for an appearance before the Board is known, but in no case shall less than forty-eight (48) hours notice be given by the Board.

E. Reduction in Force

Any reduction in force of the staff shall be conducted in accordance with state statutes and judicial decisions.

F. Extra-Curricular Assignments

All paid extra-curricular assignments shall be offered to the qualified members of this unit, such assignments shall not be filled by applicants from outside the unit unless no qualified current unit members desire the assignment pursuant to N.J.A.C. 6A:9-5.19.

G. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Union Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. The Board has the final authority with respect to assignment of grades and other evaluations of students. If a student's grade evaluation is changed, the person making such change shall be documented as part of the change record. The teacher assigning the original grade shall be notified in writing within fifteen (15) days of such change. No student's grade shall be changed without prior consultation with the teacher issuing that grade.

H. Student Teachers

Student teachers shall not be assigned without the approval of the cooperating teacher.

ARTICLE VII
TEMPORARY LEAVE OF ABSENCE

A. In addition to the accumulated sick leave, brief leaves of absence without loss of pay and which are non-accumulative shall be provided as follows:

1. Death in the immediate family (parent, spouse, domestic partner, child, current mother-in-law, current father-in-law, son, daughter, brother, sister, stepchild,) will carry an allowance of five (5) days without deduction, to be taken within thirty (30) days of the death of such immediate family member; grandparents, aunts, uncles, cousins, brother-in-law, sister-in-law, step mother, step father and other family members three (3) days, to be taken within thirty (30) days of the death of such family member. Additional days and/or different arrangements for bereavement may be granted at the Board's discretion upon recommendation of Superintendent of Schools.

2. Illness in the immediate household will carry a total allowance of three (3) days leave, per year, deductible from an employee's family illness bank. The Board will provide a one-time donation of five (5) days for illness in the immediate household for all members, and for each new member in succeeding years of this agreement.
3. Three (3) days leave of absence will be granted for personal, legal, business, household or family matters which require absence during school hours. Application to the principal/supervisor for personal leave should be made at least three (3) days before taking such leave except in emergency cases, and the applicant for such leave shall not be required to state the reason for such leave other than that he/she is taking it under this Article. Unused personal leave days are to accumulate as illness in the immediate household days.
4. Employees who cannot be excused from jury duty will be permitted leaves of absence with full pay provided that the jury duty compensation be turned over to the Board of Education.
5. Days taken by ten-month employees in excess of those stated above shall be subject to a reduction in salary of 1/200th of the individual's contract salary.
6. Days taken by twelve-month employees in excess of those stated above shall be subject to a reduction in salary of 1/250th of the individual's contract salary.

B. Disability Leaves Due to Pregnancy

The Board shall grant a disability leave due to pregnancy to any employee upon request as per the following:

1. Employees on pregnancy related disability leave may be permitted to be disabled for purposes of sick leave eligibility twenty work days immediately preceding the expected birth of the child and twenty work days immediately following the termination of pregnancy.

The only requirement for physician's certification will be to provide the anticipated delivery date, followed by a note providing the actual date.
2. In circumstances considered to be those beyond a normal delivery, the employee may obtain additional sick leave by making appropriate application for such leave.
3. All leave shall commence and terminate on a mutually agreed date by the parties within the guidelines established by the attending physician.
4. All benefits will continue during the disability leave.
5. An employee planning to request a disability leave shall notify the Superintendent of Schools of her pregnancy at least sixty (60) days prior to the commencement of the disability leave (if requested). The employee shall submit an official request, accompanied by a physician's statement verifying pregnancy and establishing the expected due date of the birth.
6. Any employee granted disability leave shall at her request, where feasible, be restored to the same position vacated at the commencement of said leave.
7. No employee shall be required to leave work because of pregnancy at any specified time prior to expected childbirth nor be prevented from returning to work following delivery and prior to the desired date of return.

8. Any employee who does not elect to take disability leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual accumulated sick leave with pay during the period of absence.
9. If normal conditions attendant upon pregnancy do not prevail, resulting in non-parenthood, the employee may apply in writing to return to duty prior to the expiration of the leave. If modification of the leave is granted, at the employee's option regular sick leave may be applied to cover the time the employee was under a doctor's care. This request may be made in writing to the Superintendent of Schools.

C. Child Rearing Leave

The Board shall grant leave without pay to a tenured teacher requesting one, subject to the following stipulations:

1. Following Disability Leaves Due to Pregnancy

- a. The leave shall take place immediately after the termination of the disability portion of the leave of absence, and shall terminate on a date mutually agreed upon by the parties. However, every attempt shall be made to schedule the return to coincide with the beginning of a new marking period.
- b. Child-rearing leave shall be granted for the balance of the school year, (concluding June 30) in which the child is born and for one additional school year. The employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
- c. Any employee planning to request such leave shall notify the Superintendent of Schools as soon as possible.
- d. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- e. Any employee granted such leave shall, where feasible, be restored to the same teaching position, subject area, and grade level vacated at the commencement of such leave.

2. Adopting a Child

- a. The leave shall follow the stipulations set forth in Article VII. C section 1, subsections a-f inclusive.
- b. If normal conditions attendant upon adopting do not prevail, resulting in no parenthood, the employee may apply to the Superintendent of Schools in writing to return to duty prior to the expiration of the leave.

ARTICLE VIII
SICK LEAVE/TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. Accumulative Sick Leave

a. All ten-month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

b. All twelve-month employees shall be entitled to twelve (12) sick leave days each school year as of July 1 of each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

c. For every ten (10) days of sick leave accumulated in one year, the Board will award an additional day.

d. Any teacher employed who retires according to the provisions of the TPAF and has fifteen (15) years of service in Union Township School shall be eligible for payment for unused sick leave. Sick days eligible for reimbursement shall have been accumulated in Union Township School District. Accumulated sick leave and accumulated illness in the immediate household days (minus the initial five-day donation by the Board) will be reimbursed at the current daily teacher substitute rate, with a maximum payment of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS for any member retiring during the term of the contract. Said payment shall be made in two (2) equal installments - 50% payment upon retirement and 50% payment on January 15th of the year following retirement unless the employee requests full payment upon retirement. Said payment shall be paid to the retiree or his/her estate. A certified staff person shall notify the Board six (6) months prior to the actual date of retirement, so the Board of Education may budget appropriately. The payment may be delayed if six months notice is not received or upon mutual agreement of the Board and the retiree.

e. Any secretary who retires according to the provisions of the PERS and has fifteen (15) years of service in Union Township School shall be eligible for payment for unused sick leave. Sick days eligible for reimbursement shall have been accumulated in Union Township School District. Accumulated sick leave will be reimbursed at fifty (50%) per cent of the current daily secretarial per diem rate, with a maximum payment of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) DOLLARS for any member retiring during the term of the contract. Said payment shall be made in two (2) equal installments - 50% payment upon retirement and 50% payment on January 15th of the year following retirement unless the employee requests full payment upon retirement. Said payment shall be paid to the retiree or his/her estate. A secretary shall notify the Board six (6) months prior to the actual date of retirement, so the Board of Education may budget appropriately. The payment may be delayed if six months notice is not received or upon mutual agreement of the Board and the retiree.

f. Employees shall be given a written accounting of accumulated sick leave no later than September 30 of each school year.

3. **Extended Sick Leave**

a. Purpose

To provide staff members with additional income and security due to extended illness or injury, when their accumulated sick leave is insufficient to cover the length of absence.

b. Scope of Leave

Whenever an employee has exhausted his/her accumulated sick leave, the Board may grant additional leave on a case-by-case basis. In such cases, the Board may pay the employee's salary less the cost of the substitute employed. A day's salary for ten-month employees is defined as 1/200th of the annual salary. A day's salary for twelve-month employees is defined as 1/250th of the annual salary.

Sabbatical Leave

1. Sabbatical leaves are available each year to allow teachers time for further education, to permit them to teach or study full or part-time in another environment, or for other reasons of value to the school system. Applications shall be filed no later than January 1 for sabbaticals available the following year.
2. All sabbaticals shall be granted for either one half work year or one full work year, except that two teachers may apply for and share a single sabbatical. Sabbatical leave is normally not available to more than two teachers in any year or a teacher with less than seven (7) years service at Union Township School or within seven years of a previous sabbatical. At the conclusion of any sabbatical, teachers shall file a detailed report on their activities in the form acceptable to the Superintendent of Schools. During a sabbatical teachers shall be entitled to continuance of benefits, as well as pension rights, but shall not receive any other compensation from the Board.
3. Upon return from any sabbatical, a teacher shall be entitled to receive a teaching assignment comparable to that held prior to the sabbatical. Such teacher's salary for the school year upon return shall be under the contract which would have been received had the teacher been teaching at the school during the sabbatical.
4. All sabbatical leave shall be subject to the approval of the Board. In the event there are more applicants for sabbaticals than this contract permits, however, the Superintendent of Schools shall determine which applications are forwarded to the Board.
5. Any teacher granted a sabbatical leave of absence must agree in writing to continue employment in the Union Township School District for at least two (2) years following sabbatical leave. If the teacher does not work in the district for the promised two (2) year period, he/she shall remit to the Board the total amount expended at the rate of fifty (50) percent per year except in the case of death or total disability. In such cases, financial liability will be canceled. The teacher granted said leave will evidence this obligation by signing an agreement and/or promissory note upon the granting of the leave.

ARTICLE IX
PROFESSIONAL CONFERENCES/MEETINGS

The Superintendent of Schools may grant to teachers temporary leaves for the purpose of visiting other schools or attending meetings and conferences of an educational nature. All fees and traveling expenses may be paid by the Board in accordance with its policy.

Secretaries may be granted a minimum of one professional day per year to enhance their job skills and/or knowledge of District issues. The Superintendent of Schools may grant to secretaries temporary leaves for the purpose of visiting other schools or attending meetings and conferences of an educational nature. All fees and traveling expenses may be paid by the Board in accordance with its policy.

Subject to applicable laws and regulations, the Board shall also pay fees and traveling expenses for weekend meetings, and for any workshops or conferences that have been Board approved, irrespective of the time of year in which the conferences, etc. are held.

Those individuals granted professional days to attend workshops, seminars, etc. shall share the knowledge obtained, present materials, etc. to the staff at the next regularly scheduled staff meeting-time not to exceed twenty (20) minutes within the framework of the existing meeting schedule.

ARTICLE X
SUBSTITUTES

Release Time

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/her of his/her preparation period is undesirable. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time.

ARTICLE XI
ASSOCIATION PRIVILEGES

A. Meetings

Association business may be conducted on school premises provided it does not interfere with the normal scheduled classes or assignment of a teacher.

B. Use of School Buildings

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings, provided they do not interfere with normal school operations and/or meetings previously scheduled by the administration. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings. Prior approval shall be required.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with permission of the Superintendent of Schools, provided that this shall not interfere with or interrupt

normal school operations. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

D. Bulletin Board

The Association shall have the use of a bulletin board in the employees' work area(s).

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the school mailboxes, and electronic mail, subject to Board policy.

F. Release Time for Meetings

The President or up to a maximum of two Co-Presidents of the Association shall be granted the time needed to attend the Hunterdon County Education Association President's Luncheon with no loss of pay.

G. Policy Book

The Board shall provide to the Association one (1) copy of policies adopted at Board meetings. The Association shall have access to a policy manual maintained in the central office. Viewing will be done in an area provided by administration and may be done in private.

H. Board Agenda/Minutes

1. The Board shall provide, either through hard copy or electronic postings, to the Association, one (1) week in advance, or as soon as available, an agenda, including associated policies, for all Board meetings.
2. The Board shall provide, either through hard copy or electronic postings, to the Association a complete set of minutes for all Board meetings within seven (7) days after Board approval.

I. School Calendar

The Association shall appoint a committee to study and make recommendations to the Superintendent of Schools covering the school calendar. The recommendations of the Association shall be presented to the Board of Education for consideration by March 1 of each year. The parties understand and agree that in any given year, the school year could begin before Labor Day, but at no time would the teacher work year begin before September 1st.

ARTICLE XIII
TEACHER WORK YEAR AND WORK DAY

A. Work Year

1. The in-school work year shall run from September 1 until June 30 and shall include days when pupils are in attendance, orientation days, and any other days on which teachers' attendance is required.
2. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 186 work days, including no more than 182 student contact days and four non-student contact days consisting of at least one (1) day prior to the students' arrival for teacher orientation, at least one (1) day for teacher in-service and at least one (1) day after the students leave school for summer

recess. The fourth non-student contact day will be used for either teacher in-service or teacher orientation.

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

B. Work Day

1. The normal in-school work day, not including normal and traditional extra-curricular activities shall consist of seven (7) hours and ten (10) minutes i.e.: 8:30 a.m. to 3:40 p.m. On Fridays and days preceding school holidays teachers may leave when all scheduled buses have departed, except by mutual agreement. In the event that it becomes necessary to change scheduled school days to accommodate the bus schedule, the Board shall have the right to do so. In the event the change extends the school day, the teachers shall have the right to reopen this agreement.
2. Teachers shall have a daily duty-free lunch period of thirty (30) minutes, to be scheduled during the students' lunch or recess period hours.
3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period provided they notify the office.
4. Teachers may be required to remain after the end of the normal workday twice a month to attend professional meetings and in-services without additional compensation. The duration of each such meeting will be no longer than fifty (50) minutes. In case of an emergency, the Superintendent of Schools can require additional meetings without compensation. An agenda must be given to teachers one (1) school day before meetings, except in an emergency. Teachers may have the opportunity to suggest additional items for the agenda. Those individuals granted professional days to attend workshops, seminars, etc. shall share the knowledge obtained, present materials, etc. to the staff at the next regularly scheduled staff meeting-time. Meetings which take place after the regular in-school work day shall not be called on Friday or any day immediately preceding any holiday, or the days upon which teacher attendance is not required in school. Those individuals attending workshops, seminars, extra-curricular activities, etc. shall not be required to attend.
5. During the work week teachers shall devote a minimum of three hundred (300) minutes to preparation for classroom teaching, such minimum to be prorated whenever the work week or a teacher's time in school is less than five (5) full days.
 - a. Teachers shall have the time from 8:30 am. - 8:45 a.m. to provide students with extra help, to prepare their classrooms, and to meet with colleagues. Teachers shall not be assigned non-teaching duties during this time and this time shall not count as part of the three hundred (300) minutes outlined in paragraph five 5 above.
6. All teaching staff will attend a Back to School Night and one (1) additional evening function per school year, other than parent conferences.
7. Parent Conferences
All teaching staff will attend parent conferences three (3) times per year, from 3:00 p.m. to 7:00 p.m. At the discretion of the Superintendent, these times may be adjusted. Students will be dismissed at 1:00 p.m. on such parent conference days. If extra conference time is necessary, teachers can take compensation time or be paid the Professional Compensation Rate for their extra time with administrative approval.
8. The school day immediately preceding Thanksgiving, Winter Recess, Spring Recess, Memorial Day, and the day preceding the Summer Recess, shall end at 1:00 p.m.

ARTICLE XIIB
SECRETARIAL WORK YEAR AND WORK DAY

A Work Year

1. The work year shall be Monday through Friday excluding holidays.
2. The secretaries shall be entitled to the following holidays:

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
President's Day Monday
Good Friday
Memorial Day

The above will not apply to those days that school is in session.

3. The twelve-month Secretaries shall be entitled to Independence Day as a holiday.
4. Attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Work Day

1. The secretary workday shall be eight (8) hours per day, from August 17, 2007, to June 30, 2008, exclusive of the thirty (30) minute duty-free lunch set forth below. From July 1, 2007, to August 17, 2008, the secretary workday shall be six (6) hours, inclusive of lunch.
2. From August 17, 2007, to June 30, 2008, secretaries shall have a daily duty-free lunch period of thirty (30) minutes.
3. Secretaries may leave the building without requesting permission during their scheduled duty-free lunch period provided they notify the office.

C. Professional Compensation Rate

Professional compensation rate shall be one and one-half (1-½) times the secretary's regular hourly rate if a secretary works more than forty (40) hours in a workweek.

D. Secretarial Vacations

1. Secretaries working a twelve (12) month work year shall be eligible for vacations as set forth below. Secretaries working a ten (10) month work year shall not be eligible for vacations.
2. Secretaries shall receive one (1) vacation day per month of completed service up to ten vacation days per year.
3. Secretaries who have completed a full year of service shall receive ten (10) days of vacation.

4. Secretaries who have completed five (5) years of service shall receive fifteen (15) days of vacation.
5. Secretaries who have completed ten (10) years of service shall receive twenty (20) days of vacation.

ARTICLE XIIC

A. PARAPROFESSIONAL WORK YEAR AND WORK DAY

- B. Paraprofessionals shall work the same work year and work day as the teaching staff as set forth in Article XIIA, except for conference days when paraprofessionals shall work from 8:30 a.m. to 3:40 p.m

ARTICLE XIII A TEACHER EVALUATION

A. General Criteria

1. Purpose

The purpose of evaluation shall be to improve the quality of instruction; to improve professional competence; to identify professional strengths and improvements needed, if any; and assess the teaching staff member's classroom performance in effecting the school district's goals and objectives in the instructional process.

2. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons designated by the Board of Education and certified by the New Jersey State Board of Examiners to supervise instruction and are employed by the district on a regular full-time basis.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluator within at least five (5) days of the observation and at least one (1) day before any conference to discuss it. No such report shall be submitted to the Board; placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Standardized tests

Results of standardized tests used for evaluation of students shall not be used as the sole criteria for evaluation of teachers' performance.

5. Open Evaluation

All observations shall be conducted openly and with full knowledge of the teacher.

B. Evaluation Procedure

1. Non-tenured teachers shall be observed and evaluated in the performance of his or her duties at least three (3) times during the school year, but not less than once during each semester. Said evaluations are to take place before April 20 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three (3) evaluations must have

been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one (1) academic year.

2. Tenured teaching staff members shall be evaluated at least once annually prior to June 1.

3. **Formal Observations**

All formal observations shall take place in the classroom or at such other workstation, as is the staff member's normal operating base. Each staff member shall be advised beforehand of the week during which his/her observation will take place. In grades Pre-K through 4, observations shall be for one full instructional period, and one full class period in grades 5 through 8.

4. **Communications**

Whenever requested, observations shall be preceded by a discussion of the instructional process to be observed and any particular problems anticipated or objectives sought. As soon as possible after each observation there shall be a conference between the observer and staff member to review the teacher's performance, and to provide assistance in improving instructional methods and content.

In addition to their rights under the law and this contract, each staff member may make a written response to any observation or evaluation report in order to file comments, objections, or to institute grievance proceedings. This response will be submitted with such report when it is presented to the Board.

5. **Reports**

Evaluations shall include in narrative form:

- a. Strengths of the teaching staff member as evident during the period since the previous report.

- b. Areas of improvement, if any, identified in specific terms.

- c. Specific suggestions as to measures which the teaching staff members might take to improve his/her performance in those areas where weaknesses, if any, have been indicated. Areas in need of improvement which are not repeated in subsequent reports shall be deemed to have been corrected. The teaching staff member's signature- which does not indicate agreement, but awareness of the report- shall appear on the evaluation form.

6. **Professional Development Plan**

The process for developing the Professional Development Plan should be a collegial one entered into in good faith by both the teacher and the supervisor. Effective professional development supports involving teachers in the planning and design of their own professional development.

All activities that are to accrue toward the 100-hour professional development requirement must be referenced in the annual Professional Development Plan (PDP).

As professional needs change, educators may come together with their supervisor to revise or amend the PDP to include additional professional development goals and experiences.

- C. **Personnel Records**

1. **File**

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies in Board office of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. A teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be superfluous or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of Schools and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. **Derogatory Material**

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing signatures to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The answer to such material and his/her answer shall be reviewed by the Board's Personnel Committee and attached to the file copy.

3. **No Separate File**

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise.

ARTICLE XIII
SECRETARY EVALUATION

GENERAL CRITERIA

1. **Purpose**

The purpose of evaluation shall be to improve professional competence; to identify professional strengths and improvements needed, if any; and assess the staff member's performance in effecting the school district's goals and objectives.

2. **Evaluation by Certified Supervisors**

Secretaries shall be evaluated only by persons designated by the Board of Education and certified to supervise by the New Jersey State Board of Examiners and are employed by the district on a regular full-time basis.

3. **Copies of Evaluation**

A secretary shall be given a copy of any visit or evaluation report prepared by the evaluator within at least five (5) days of the observation and at least one (1) day before any conference to discuss it. No such report shall be submitted to the Board; placed in the secretary's file, or otherwise acted upon without prior conference with the secretary. No secretary shall be required to sign a blank or incomplete evaluation form.

4. **Open Evaluation**

All observations shall be conducted openly and with full knowledge of the secretary.

E. Evaluation Procedure

1. Secretaries shall be evaluated at least once annually prior to June 1.

2. **Communications**

Whenever requested, observations shall be preceded by a discussion of the process to be observed and any particular problems anticipated or objectives sought. As soon as possible after each observation there shall be a conference between the observer and staff member to review the secretary's performance, and to provide assistance in improving performance.

In addition to their rights under the law and this contract, each staff member may make a written response to any observation or evaluation report in order to file contents, objections, or to institute grievance proceedings. This response will be submitted with such report when it is presented to the Board.

3. **Reports**

Evaluations shall include in narrative form:

- a. Strengths of the secretary as evident during the period since the previous report.
- b. Areas of improvement, if any, identified in specific terms.
- c. Specific suggestions as to measures which the secretary might take to improve his/her performance in those areas where weaknesses, if any, have been indicated. Areas in need of improvement which are not repeated in subsequent reports shall be deemed to have been corrected. The secretary's signature- which does not indicate agreement, but awareness of the report- shall appear on the evaluation form.

F. Personnel Records

1. File

A secretary shall have the right, upon request, to review the contents of his/her personnel file and to receive copies in Board office of any documents contained therein. A secretary shall be entitled to have a representative of the Association accompany him/her during such review. A secretary shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be superfluous or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of Schools and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory Material

No material derogatory to a secretary's conduct, service, character or personality shall be placed in his/her personnel file unless the secretary has had an opportunity to review the material. The secretary shall acknowledge that he/she has had the opportunity to review such material by affixing signatures to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The material and his/her answer shall be reviewed by the Board's Personnel Committee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the secretary's inspection. Final evaluation of a secretary upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such secretary after severance or otherwise.

ARTICLE XIV
EMPLOYEE ASSIGNMENTS

- A. The Superintendent of Schools has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. All teachers shall be given written notice of their tentative grade and subject assignment for the forthcoming school year no later than June 15th of each school year.
- B. Employees who desire a change in assignment must file a written statement of such desire with the Superintendent of Schools, not later than fifteen (15) days after the notice of vacancies. Any teacher desiring a change in grade assignment for the following school year shall file said written request by March 15th.
- C. The parties recognize that changes in grade and/or subject assignments may be necessary. The administration will not, in any case, assign an employee without prior discussion with said employee. An involuntary reassignment shall be made only after a meeting between the employee involved and the Superintendent of Schools, at which time the employee shall be notified of the reason.
- D. The parties recognize that the teacher work day, exclusive of lunch,, contractual preparation time, and the duty-free time at the beginning of the day (8:30 a.m. to 8:45 a.m.) may be assigned at the discretion of the administration. Such assignments may include, but not be limited to, curriculum writing, bus duty, and lunch duty. Any such assignments given to teachers outside of the workday shall be compensated at the professional compensation rate.
- E. **TRAVELING TEACHER LANGUAGE**
Teachers who travel between schools during the course of the school day shall be given preferential parking in each school building. Traveling teachers shall be given fifteen (15) minutes for purposes of travel between buildings. Every effort shall be made to minimize the number of instances a teacher must travel between buildings.

ARTICLE XV
PROFESSIONAL COMPENSATION

- A. All employees covered by this Agreement, and not represented on the teachers' salary guide shall receive increases of 4.3% for the 2007-2008 school year. The extra-curricular salary guide will also be improved by 4.3%. The parties adopt the Salary Guide attached as Exhibit A representing a 4.3% improvement from the 2006-2007-salary guide, inclusive of increment, for the school year July 1, 2007 through July 30, 2008 (In adopting a one-year agreement, the parties agree to abide by the legal requirements of the Neptune decision and its progeny. By way of example, but not limitation, the parties agree that in the event they do not arrive at an agreement before the expiration of the one-year agreement June 30, 2008. UTEA members will not move on applicable salary guides in any way during the 2008-2009 school year, until an agreement has been reached). Each teacher currently employed by the Board has been placed on an agreed step on the Guide. Teachers employed by the Board after July 1, 2004 shall be placed on a step on the Guide that similarly reflects the years of teaching experience credited to them by the Superintendent of Schools.

1. Adjustments in pay for lateral movement on the Guide shall occur on September 1 and February 1.
2. The parties adopt the Extra-Curricular Salary Guides attached as Exhibit B for the school year July 1, 2007 through June 30, 2008.

B. Professional Compensation Rate

Professional compensation rate shall be twenty-nine (\$29) dollars per hour. Examples of time in which the Professional Compensation Rate shall be used include summer work, and the hourly rate for filling in for a teacher, compensation time, etc. Professional compensation rate does not pertain to extended contracts paid on a per diem basis such as preschool handicapped programs, and the like.

Compensatory time shall be used in either half or full day increments, unless a teacher can find an individual to fill in, at no cost to the Board, subject to administrative knowledge and approval. Commencing September 1, 2005, compensation days are to be used or paid for on a school calendar basis, without the opportunity for banking days.

- C. Professional work done by staff members during July and August of the duration of this contract shall be compensated at the Professional Compensation Rate. Teachers engaged in summer professional work shall be recommended to the Board's Education Committee by the Superintendent of Schools, and approved by the Board of Education.
- D. When a student's program dictates an extension of the school year into July and/or August, the teacher shall be compensated at the per diem rate on the Salary Guide.
- E. Teachers shall be reimbursed for travel to and from school related functions approved in advance by the Superintendent of Schools at the Federal IRS rate in effect at the time of travel.
- F. Paydays in the district are on the 15th and 30th of each month. When a payday falls on or during a vacation period or weekend, staff will be paid on the last work day immediately preceding the 15th or 30th.
- G. Longevity payments are eliminated for this contract. The monies traditionally used for longevity will be used during the 2004-2007 contractual period to assist in funding the salary guide.
- H. The Board is required to mentor novice teachers. The Board will pay the mentor the amount allocated to the district for that purpose, not to go below \$600.00 for the first year and \$300 for the second year during the term of this contract.
- I. The Child Study Team may work ten (10) days per summer at their individual per diem rate, such days to be determined by the Director of Special Services taking into consideration, to the extent possible, holidays and vacations.

ARTICLE XVI
POSTING OF VACANCIES

- A. The Superintendent of Schools (or named administrative designee) shall post year round in the main office a list of all anticipated vacancies in the district as they occur. These vacancies shall include, but not be limited to all positions covered by this contract: i.e. all hourly positions, extracurricular positions, summer professional positions, newly created positions, curriculum revision positions, and teaching positions.

A copy of such lists shall be forwarded year round to the Association President (or designee) at the time of posting. All postings shall clearly state the opening and closing dates for application.

- B. Where special qualifications are required for a posted vacant position, such qualifications shall be listed on the notice of vacancy.
- C. Those staff members who wish to apply for any vacant position shall submit their applications to the Superintendent of Schools in writing on the appropriate form within the time limit specified in the notice.
- D. Applicants who are not to be interviewed by the Superintendent of Schools for said vacancies shall be notified as soon as practicable.
- E. All staff members shall be provided the opportunity to make applications, and no positions shall be filled until at least a minimum of ten (10) working days after the vacancy is posted, the notice of said vacancy has been sent to the Association, and all properly submitted applications have been considered. In cases of bedside instruction, the posting will specify a lesser number of days to fill the position. Non-contractual staff will be paid on an hourly rate of \$22.00 per hour for the duration of this contract. Need to discuss meaning of this underlined sentence.
- F. Both annually appointed positions and summer professional positions shall be posted as vacant each June 1 for the following school year.

ARTICLE XVII **HEALTH BENEFITS**

- A. The Board agrees during the life of this contract to provide health insurance benefits to those employees who work .6 or greater of a full time equivalent which equates to twenty-one and one-tenth (21.1) hours for teachers and paraprofessionals and twenty four (24) hours for office and clerical staff as follows:
 - 1. State Plan- Horizon Blue Cross/Blue Shield Major Medical 80/20, in effect during the 2006-2007 school year, or other plan of equal or better value.
 - a. Employees hired on or after July 1, 2005, shall receive fully paid family coverage in a managed care plan equal to or better than the NJ Plus Plan under the State Health Benefits Plan, i.e., Horizon Point of Service ("POS") Plan. Employees hired on or after July 1, 1998, shall enjoy all other medical benefits outlined in this Article.
 - b. For the 2004-2005 school year, employees hired on or after July 1, 1998, who desire coverage under the traditional medical plan equal to or better than the State Health Benefits Plan, may elect the traditional coverage and contribute 100% of the difference in the premium cost between the managed care plan and the traditional plan during their first year of employment, 90% of the difference during the second year of employment, 80% of the difference during their third year of employment and 50% of the difference during the fourth and fifth year of employment. During the sixth and subsequent years the employee shall receive fully paid traditional health benefits if the employee so requests.
 - c. Beginning with the 2005-2006 school year, employees hired on or after July 1, 1998, who desire coverage under either the PPO plan attached as Exhibit C or the traditional medical plan equal to or better than the State Health Benefits Plan, may elect either the PPO or the traditional coverage (if eligible) and contribute 100% of the difference in the premium cost between the managed care plan and either the PPO or the traditional plan during their first year of employment, 90% of the difference during the second year of employment, 80% of the difference during their third year of employment and 50% of the difference during the fourth and fifth year of employment. During the

sixth and subsequent years the employee shall pay ten (\$10.00) dollars per month towards the premium cost for PPO benefits (one hundred dollars total per calendar year), and will pay fifty (\$50.00) dollars per month towards the premium cost for Traditional benefits (five hundred dollars total per calendar year).

d. Beginning with the 2005-2006 school year, employees hired prior to July 1, 1998, shall pay ten (\$10.00) dollars per month towards the premium cost for PPO benefits (one hundred dollars total per calendar year), and will pay fifty (\$50.00) dollars per month towards the premium cost for Traditional benefits (five hundred dollars total per calendar year).

2. Effective July 1, 2007, employees will be permitted to opt-out of medical and health insurance programs, provided they can demonstrate that they have alternative coverage for themselves and their dependents. Employees who select the opt-out program will receive an annual payment from the Board of thirty-three and 1/3 (33 1/3%) percent of the premium cost of the plan from which they are opting out, prorated throughout the plan year, starting July 1 annually.

Members will be able to immediately return to the Union Township Board of Education health insurance program, with no loss or break in coverage under the following circumstances:

- a. the employee loses their alternate insurance; or
 - b. during the open enrollment period.
3. The Board shall maintain a Section 125 Plan for all Association members covered by this Contract. The Board shall be responsible for the Section 125 Plan set-up and maintenance fees.
 4. Dental Plan - Individual Employee Only.
 - a. Beginning July 1, 1995, the deductible will be \$25.00 per employee
 - b. \$1,000 annual maximum benefit
 - c. 100% payment for preventative and diagnostic work
 - d. 80% payment for remaining basic services
 - e. 50% payment for prosthodontics
 5. In place of a Prescription Drug Plan, the Board of Education will provide to each employee prescription cost reimbursement at a yearly rate not to exceed \$375.00 per family employee, \$300 per husband/wife employee, and \$250 for an employee only.

B. Business Administrator

1. The business administrator may only accept an official statement from the insurance provider; over the counter medicine may not be reimbursed. The signed bill must itemize the prescriptions. In cases of employee confidentiality, the employee may "white-out" the name of the specific drug (only) before submitting to the business administrator.
2. The business administrator will notify an employee when they have reached their maximum reimbursement rate.
3. All requests for reimbursement must be submitted to the business office no later than June 5th of each school year in order to be included in that current school year's payment. Any reimbursement requests submitted after that date will be charged against the employee's account in the next school year beginning July 1st.
4. The business administrator will prepare an End-of-The-Year-Report in July for the Board of Education. This report will include the number (not names) of staff members who have participated; the total funds expended; and the funds required for the ensuing fiscal year.

C. **Staff Members**

1. Only signed bills from the pharmacist may be submitted for reimbursement.
2. You may retain all bills for one lump sum payment when you reach your maximum, or you may submit your bills on the second payday (usually the 30th). The business administrator will reimburse you within a few days of Board Approval.
3. All employees eligible for health insurance benefits will be reimbursed at a 20% cap to defray out-of-pocket costs associated with the Major Medical Plan, until reaching their maximum reimbursable amount in reimbursement.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Programs

A. **Pay and Expenses for Required Training**

The Board will pay the cost of tuition incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is directed by the administration to take.

B. **Course Work Reimbursement**

1. The Board will reimburse certificated staff members full payment for A's, B's and Pass in a pass/fail course. Full payment will be made for C's if they are part of a degree program.
2. A maximum of 12 credits per year at the College of New Jersey prevailing rate will be allowed under this clause; however, a staff member may not take more than six (6) credits in either the Fall or Spring semesters.
3. Tuition and lab fees shall be reimbursed within thirty (30) days of receipt of transcripts and proof of payment. Summer courses will be reimbursed in September provided the teacher is rehired by the district and submits the required paperwork. The last day of the semester or term shall determine the fiscal year from which reimbursement shall be made. Payment must be requested within the same fiscal year.
4. Courses to be reimbursed are subject to the prior approval of the Superintendent of Schools. The decision will be based on the knowledge of present and future needs of the school system and the individual's work load. Part-time employees employed in another district shall be reimbursed at a percentage commensurate with their time at Union Township. Part-time employees, employed only at Union Township, shall be eligible for full tuition benefits.

Teachers may be reimbursed for up to 12 credits of courses taken in any year. If a teacher resigns from the Union Township staff within one year after being reimbursed for one or more credits, that teacher shall repay one-half of the amount in reimbursement.

C. **Professional Development Committee**

1. The Union Township Professional Development Committee shall be comprised of four (4) teachers, elected by the Union Township Education Association and two (2) administrative staff appointed by the Superintendent of Schools.

ARTICLE XIX
DUES DEDUCTION AND REPRESENTATION FEE

A. Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Union Township Education Association, the Hunterdon County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct.
2. Each of the associations named above shall certify to the Board in writing, prior to August 1, the current rate of membership dues.
3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Board Secretary during the month following the filing of such card with the Board.
4. Any such written authorization may be withdrawn at anytime by the filing of notice of such withdrawal with the Board Secretary.

B. Representation Fee

1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the union and transmit the fee to the majority representative in compliance with Chapter 477, Public Law 1979.
2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
3. The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees, and assessments.
4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment procedure as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

- C.** The Association shall indemnify, defend and save the Board harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the President of the Association, advising of such changed deduction.

EXHIBIT A: SALARY GUIDE

2007-08

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1 - 2	42,100	43,350	44,600	47,100	49,600	52,100
3 - 4	43,100	44,350	45,600	48,100	50,600	53,100
5 - 6	43,600	44,850	46,100	48,600	51,100	53,600
7	44,100	45,350	46,600	49,100	51,600	54,100
8	44,680	45,930	47,180	49,680	52,180	54,680
9	46,680	47,930	49,180	51,680	54,180	56,680
10	50,250	51,500	52,750	55,250	57,750	60,250
11	54,020	55,270	56,520	59,020	61,520	64,020
12	57,990	59,240	60,490	62,990	65,490	67,990
13	62,200	63,450	64,700	67,200	69,700	72,200
14	64,800	66,050	67,300	69,800	72,300	74,800
15	68,760	70,010	71,260	73,760	76,260	78,760

EXHIBIT B: Extra-Curricular Salary Guide

Position	07-08
Girls Cross-country Coach	2528
Boys Cross-country Coach	2528
Girls Soccer Coach	2528
Boys Soccer Coach	2528
Volleyball Coach	2528
Cheerleading Coach	3288
Girls Basketball Coach	3288
Boys Basketball Coach	3288
Softball Coach	2528
Baseball Coach	2528
Activities Sup. Fall	1090
Activities Sup. Winter	1090
Activities Sup. Spring	734
Athletic Coordinator	2528
Computer Club	2190
Digital Video Club	2190
Dramatics Director	2190
Jazz Band Director	2190
School Store	1252
Art Club	2190
Science Club	2190
Science Club	2190
Student Council Advisor	2190
Sub Caller	2190
Test Coordinator	1090
Yearbook Coordinator	2190
Faculty Advisory Council	5@ 753

EXHIBIT C: PPO Plan

	PPO In-Network ALL SERVICES	PPO Out-of-Network
Deductible (Total combined per year)		
Hospital/Facility	None	\$500 per indiv./\$1,000 per family
Professional	None	\$500 per indiv./\$1,000 per family
Supplemental	\$500 per indiv./\$1,000 per family	\$500 per indiv./\$1,000 per family
Coinsurance		
Hospital/Facility	100%	70%
Professional	100%	70%
Supplemental	80%	80%
Out of Pocket Max (services reimbursed At 100% after out of pocket is reached)	\$1,000 per person/\$2,000 per family	
Benefit Period/Lifetime Maximums	Unlimited	Unlimited
HOSPITAL/FACILITY SERVICES		
Inpatient Services		
Room & Board (semi-private room)		
Intensive Care & Other Hospital Services	100%	70% after deductible
Outpatient Services		
Hospital Services	100%	70% after deductible
Medical	100% after \$50 copay	100% after \$50 copay
Emergency/Accidental Injury		
Skilled Nursing Facility	100%	70% after deductible
	120 days per benefit period	
Home Health Care	100%	70% after deductible
	90 visits, up to \$4,500 per benefit period	
Hospice Care	100%	70% after deductible
	\$9,500 lifetime maximum	

	PPO In-Network PHYSICIAN SERVICES	PPO Out-of-Network
Inpatient Services		
Medical/Surgical Care	100%	70% after deductible
Diagnostic/Therapy Services	100%	70% after deductible
Outpatient/Out-of-Hospital Services		
Office Visits	100% after \$15 copay	70% after deductible
Surgical Care	100%	70% after deductible
Diagnostic X-ray and Lab	100%	70% after deductible
Radium, Radioactive Isotope, Radon/Xray Ther	100%	70% after deductible
Maternity Care (includes dependents)	100% after \$15 copay	70% after deductible
Infertility (includes in-vitro fertilization)	100% after \$15 copay	70% after deductible
Well Child Care	100% after \$15 copay \$300 maximum per child per calendar year	70% after deductible
Child Immunizations/Lead Screening	100% after \$15 copay	70% (no deductible)
Routine Adult Physicals	100% after \$15 copay	70% (no deductible)
Mandated Adult Tests and Immunizations	100% after \$15 copay	70% (no deductible)
Annual Routine Ob/Gyn Exam	100% after \$15 copay	70% after deductible
Chiropractic Care	100% after \$15 copay 30 visits per benefit period	70% after deductible
Short Term Therapies	100% 30 visits per benefit period	70% after deductible
SUPPLEMENTAL SERVICES		
Ambulance	80% after deductible	80% after deductible
Private Duty Nursing	80% after deductible 240 hours per benefit period	80% after deductible
Durable Medical Equipment	80% after deductible	80% after deductible
Diabetic Supplies	80% after deductible	80% after deductible
Diabetic Education	80% after deductible	80% after deductible
Prescription Drugs	see Article XVII, Section A above	see Article XVII, Section A above
Physical Rehab Facility IP/OP	80% after deductible	80% aft deductible
Foot Orthotics (no surgery requirement)	Only covered Post Surgery	Only covered Post Surgery

	PPO In-Network	PPO Out-of-Network
	MENTAL HEALTH/SUBSTANCE ABUSE*	
Inpatient Physician Services	100%	70% after deductible
	16 days maximum per benefit period	
	100%	70% after deductible
Inpatient Facility Services	16 days maximum per benefit period Covered at 50% up to 30 visits per benefit period in eligible expenses, subject to deductible	Covered at 50% up to 30 visits per benefit period in eligible expenses, subject to deductible
Outpatient Services	80% after deductible	80% after deductible
Group Therapy		

Biologically Based Mental Illnesses will be paid as any other medical condition pursuant to NJ state mandate.

COST MANAGEMENT

Pre-Admission Review	Included	20% benefit reduction for non-compliance
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CHILD DEPENDENT ELIGIBILITY

Children covered to the end of the calendar year in which they turn age 23.
Handicapped dependents covered beyond the child removal age, if the handicap occurred prior to age 23.

In-Network When services are rendered by a provider in the Horizon Traditional/PPO network, Horizon BCBSNJ will reimburse at the in-network level, and payment to the physician is considered payment in full, minus any applicable copayment. No referrals are needed.

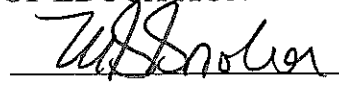
Out-of-Network - When services are rendered by a provider not in the Horizon Traditional/PPO network, payment will be at the out-of-network level. Reimbursement will be at the Horizon BCBSNJ allowance, Non-network providers may balance bill to charges.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their secretaries.

UNION TOWNSHIP BOARD OF EDUCATION

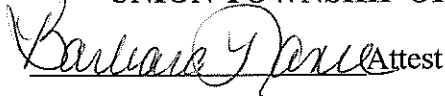
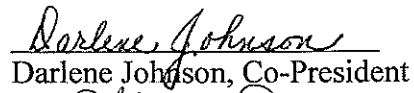
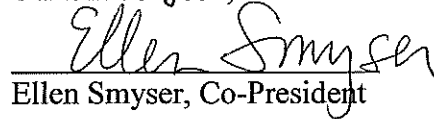


Kerry Sevilis
School Business Administrator/
Board Secretary



Michael Sroka
President, Board of Education

UNION TOWNSHIP OF HUNTERDON EDUCATION ASSOCIATION

 Attest
Darlene Johnson, Co-President
Ellen Smyser, Co-President

SIDE BAR AGREEMENT

BETWEEN

UNION TOWNSHIP BOARD OF EDUCATION

AND

UNION TOWNSHIP of HUNTERDON COUNTY EDUCATION ASSOCIATION

In consideration of the mutual promises and undertakings contained herein, the undersigned parties agree that the Collective Negotiation Agreement between the Union Township Board of Education ("Board") and the Union Township Education Association ("Association"), effective July 1, 2007 to June 30, 2008, is hereby amended as follows:

1. The parties agree that the Board and the Association shall work collaboratively to provide In-Service Training on health and safety issues affecting staff and all members of the school community. The parties also agree to create a Teacher Handbook to include all matters not contained in the contract that will assist the teacher in his/her orientation, knowledge and assistance in all matters pertaining to teaching in Union Township.
2. The parties agree to discuss State-mandated testing as it pertains to and affects evaluations of teachers.