

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: Union Township Board of Education of Hunterdon County County: Hunterdon
 Employee Organization: UTEA Employees in Unit: 64
 Base Year Contract Term: 7/1/2011 6/30/2012 New Contract Term 7/1/2012 6/30/2015
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

	Column A Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	Column B New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Section II: Economic		
Item 1 <u>Salary</u>	\$3,354,016	\$3,439,630
Item 2 <u>Increment</u>	\$0	\$85,614
Item 3 <u>Longevity</u>	\$0	\$0
Item 4 <u>Tuition</u>	\$29,603	\$24,930
Item 5 <u>Extra Curricular/stipends</u>	\$64,870	\$62,470
Item 6 <u>retirement/sick</u>	\$8,000	\$8,000
Item 7 _____		
Item 8 _____		
Item 9 _____		
Item 10 _____		
Item 11 _____		
Item 12 _____		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column	\$3,456,489	\$3,620,644
	(Total)	(Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement)	<u>\$3,456,489</u>		
Effective Date (m/d/yyyy)	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2015</u>
Percent Increase	<u>2.28</u>	<u>2.06</u>	<u>1.87</u>
Total cost of increase ..	<u>\$57,892</u>	<u>\$54,127</u>	<u>\$62,257</u>
Total base salary (successor agreement)	<u>\$3,439,630</u>	<u>\$3,328,922</u>	<u>\$3,391,173</u>

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 2.07
 Dollar Impact (average per year over term of agreement) \$58,092.00


Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1			
Cost of Health Plan	\$650,898	\$720,145			
Employee Contributions	\$0	\$47,260			
Prescription	\$0	\$0			
Dental	\$23,436	\$24,293			
Vision	\$0	\$0			

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Barbara Lance Title: Assistant to the Business Administrator

 Signature Date: 10/2/2013

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2012 thru 6/30/2015.

Employer: Union Twp Board of Education

County: Hunterdon

Date: 7/30/2013

Name: Amy M. Barkman
Print Name

Title: School Business Administrator


Signature

Union township current contract
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. In order for a board of education to provide to an employee tuition assistance for coursework taken at an institution of higher education or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education, the following conditions must be met:
 - a. The institution shall be a duly authorized institution of higher education as defined in Section 3 of P.L. 1986, c.87 (C. 18A:3-15.3)
 - b. The applicant, at the start of the course, must have served (1) full year of employment in the Union Township School District to be eligible.
 - c. The employee shall obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education. *Requests for reimbursement beyond current assignment but within certified areas will not be unreasonably denied.*
 - d. *Applications and requests are to be submitted to the Superintendent and be approved before enrolling for course work. The Superintendent shall have ten working days to approve or disapprove all written applications and requests for reimbursement per this article. The following application deadline dates apply:*
 1. *June 30 for summer school courses;*
 2. *September 30 for full semester courses;*
 3. *January 31 for spring semester courses.*
 - e. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.
2. 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.
3. 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.
4. 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.

Effective July 1, 2012, there shall be a unit wide cap for all tuition reimbursement costs which reflects the following amounts for the following years:

2012-2013 school year \$15,000.00

2013-2014 school year \$16,000.00

2014-2015 school year \$17,000.00

5. 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.
6. *Tuition reimbursement shall have the following procedures in order to make funds available for all eligible staff seeking reimbursement:*
 - a) *The FIRST COURSE taken by any qualified teacher in a fiscal year shall be reimbursed one-half the current New Jersey State College/University rate. The remaining tuition reimbursement for FIRST COURSES taken shall be based upon a pro rata percentage of the total number of credits of all FIRST COURSES taken.*
 - b) *Reimbursement for additional courses beyond the FIRST COURSE shall be taken from the balance of funds after all FIRST COURSE reimbursement has been made.*
 - c) *Reimbursement for any additional courses taken by any one teacher during one fiscal year shall be based upon a pro rata percentage of the total number of credits, not including the FIRST COURSE credits, taken by all other qualified teachers during that fiscal year.*
 - d) *The Association shall be notified in the event that one-half of the available funds have been expended by December 30th of any fiscal year.*
 - e) *All paperwork shall be submitted to the Board Office by June 30th.*
 - f) *All reimbursement s shall be paid to employees by August 30 following the close of the academic year.*

Debra Johnson 6/19/13 UTEA Co-President
Lynne McClintock 6/19/13 UTEA
Ang E. Masters 6/21/13 Co-President
Board of Ed
Union Twp.

**SIDEBAR AGREEMENT BETWEEN THE UNION TOWNSHIP BOARD OF
EDUCATION AND THE UNION TOWNSHIP OF HUNTERDON COUNTY
EDUCATION ASSOCIATION**

WHEREAS, The Union Township Board of Education and the Union Township of Hunterdon County Education Association (“Association”) are parties to a collective negotiations agreement (“Agreement”) in effect for the period July 1, 2012 through June 30, 2015; and

WHEREAS, the terms of the Agreement, as set forth in Article XVIII, currently govern the reimbursement of professional development and continuing education costs; and

WHEREAS, the Board and Association agree that the process and procedure for reimbursement of continuing education costs, as set forth in Article XVIII, Section B, is unclear, incomplete and lacks necessary language concerning the filing of required forms and adherence to timelines as a condition for reimbursement; and

WHEREAS, both the Board and the Association wish to modify the language of Article XVIII, Section B, as currently set forth in the Agreement, in order to better clarify the understanding of the parties with respect to staff member eligibility for tuition reimbursement; and

WHEREAS, Article III provides that the Agreement can only be modified by an instrument in writing duly executed by both parties;

NOW, THEREFORE, the Board and the Association agree as follows:

1. In order to correct a typographical error, the second occurrence of the word “to” in the first sentence of Article XVIII(B)(1) shall be deleted;
2. All references to “employee(s)” in Article XVIII shall be changed to “teacher(s).”
3. All references to “teacher(s),” as set forth in Article XVIII, shall henceforth refer to certificated District teacher(s) only.
4. The existing Article XVIII(B)(4) shall be deleted.
5. Insert new Paragraph (B)(4) as follows:

Tuition reimbursement for graduate courses must be preapproved by the Superintendent or his/her designee, in accordance with the following procedure:

- a. In order to obtain consideration and preapproval for graduate courses, an individual requesting tuition reimbursement must complete and submit the “Request for Graduate Course” form in accordance with the instructions set forth therein. The

form is available in both buildings. Preapproval for tuition reimbursement purposes shall not be unreasonably withheld.

- b. At the conclusion of the course, the teacher must submit to the business office official course transcripts listing the grade earned in the course(s) for which tuition reimbursement is being requested.
- c. Incomplete forms and/or non-official transcripts shall not be considered for tuition reimbursement purposes.

6. Insert new paragraph (B)(5) as follows:

Effective July 1, 2012, there shall be a unit-wide cap for all tuition reimbursement costs which reflect the following amounts for the following years:

2012-2013 school year: \$15,000.00
2013-2014 school year: \$16,000.00
2014-2015 school year: \$17,000.00

Provided all requirements for reimbursement of continuing educations costs are met, and so long as monies for reimbursement remain available under the cap, tuition and lab fees shall be reimbursed on June 30 of the fiscal year in which the course was completed, in the following order and manner:

- (1) Any teacher who is earning, or has earned, graduate credits as a result of a transfer of assignment such that the graduate courses are necessary for completion of his or her job duties, or due to any other written administrative directive, will receive tuition reimbursement up to the maximum amount allowed herein.
- (2) Should funds for reimbursement remain after those teachers identified in Section (1), above, have been reimbursed, all remaining monies shall be divided by the total number of credit hours earned by teachers who have taken approved course work at their own discretion, *i.e.*, coursework which is not required by administration for the performance of an individual's job responsibilities. This calculation will determine a per-credit hour amount to be reimbursed.

(3) Teachers who have taken approved course work at their own discretion will receive reimbursement in an amount equaling the total number of credit hours earned times the per-credit hour amount determined above, up to the maximum reimbursement amount allowed under this Agreement. However, in no case will an individual's reimbursement amount be greater than the actual cost of tuition and fees charged for coursework taken, nor will the per-credit hour amount be greater than the College of New Jersey prevailing rate.

(4) 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 in which the coursework was taken.

7. The current Article XVIII(B)(5) shall be renumbered as Article XVIII(B)(6).

8. All other terms and conditions of the Agreement shall remain unchanged.

9. This Sidebar Agreement is prospective only.

10. This Sidebar Agreement shall remain in full force and effect throughout the life of the existing Agreement and until a successor Agreement is reached by the Board and the Association, at which time the modifications set forth herein shall be continued and made part of the successor Agreement as if originally negotiated therein, subject to any additional modifications that may be mutually agreed to during the negotiation period.

FOR THE ASSOCIATION:

FOR THE BOARD:

DATED:

DATED:

**AGREEMENT BETWEEN
UNION TOWNSHIP BOARD OF EDUCATION**

AND

UNION TOWNSHIP of HUNTERDON COUNTY EDUCATION ASSOCIATION

July 1, 2012

To

June 30, 2015

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PREAMBLE

THIS AGREEMENT entered into this 1st day of July, 2012, 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, 2012 and shall continue in effect until June 30, 2015.

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 employees, 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.

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 grievance, 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 grievance, 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, or fees of any kind whatsoever 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, any 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 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, 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 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 hearing by the Superintendent or designee. The appeal to the Superintendent must be made in writing with a 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 Complainant 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 applicable law.

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 applicable law. The Superintendent will exercise his/her sole discretion in awarding any position based upon each applicant's qualifications, including, but not limited to, any previous experience the applicant may have in a particular position.

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 must 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 will convert to "Illness in the immediate household days" as that term is defined in Article VII A.2. above.
 4. Employees who cannot be excused from jury duty will be permitted leaves of absence with full pay.
 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 1/240th 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 the adoption is not completed, 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. Ten-month employees employed on a part-time basis will be allowed ten (10) part-time equivalent sick days per year.
- 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. Twelve-month employees employed on a part-time basis will be allowed twelve (12) part-time equivalent sick days per year.
- c. Any covered employee who retires according to the provisions of the TPAF and has fifteen (15) years of service in the Union Township School District 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 EIGHT THOUSAND and 00/100 (\$8,000.00) 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.

- d. Any secretary who retires according to the provisions of the PERS and has fifteen (15) years of service in Union Township School District shall be eligible for payment for unused sick leave. Sick days eligible for reimbursement shall have been accumulated in the 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.
- e. Any paraprofessional who retires according to the provisions of the PERS and has fifteen (15) years of service in the Union Township School District shall be eligible for payment for unused sick leave. Sick days eligible for reimbursement shall have been accumulated in the Union Township School District. Accumulated sick leave for paraprofessionals shall be reimbursed at fifty per cent (50%) of the current daily paraprofessional per diem rate, with a maximum payment of TWO THOUSAND DOLLARS (\$2,000.00) 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. A paraprofessional 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 (6) 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 November 1 of each school year.
- g. Any employee that may have cause to be absent from work will endeavor to provide the Superintendent, or the Superintendent's designee, with notice of that absence the night before and will also follow the procedures for securing a substitute as outlined in the employee handbook.
- h. The Superintendent may require an employee to file a physician's certificate for any absences due to illness. The Superintendent may require a physician's certificate stating the date the employee may return to work.

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 1/240th of the annual salary.

B. Sabbatical Leave

1. Sabbatical leaves may be available 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. Requests for sabbatical are to be submitted to the Superintendent for review and approval. If approved by the Superintendent, the Superintendent shall submit his recommendations to the Board for final approval.
3. All sabbatical leave and the terms governing it shall be subject to the approval and discretion of the Board.

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 event is held.

Those individuals granted professional days to attend workshops and seminars shall share the knowledge obtained and present materials to the staff at the next regularly scheduled staff meeting.

ARTICLE X
SUBSTITUTES

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 normal school operations, including, but not limited to, normally 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 faculty lounge.

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 will make available to the Association, either through hard copy or electronic posting, one (1) completed copy of the policy book adopted at Board meetings. The Association shall have access to a policy manual maintained in the central office.

H. Board Agenda/Minutes

1. As soon as is available prior to all Board meetings, the Board will provide the Association with an agenda and all policies either through hard copy or electronic posting.
2. As soon as is available after Board approval, the Board will provide the Association either by hard copy or electronic posting, with a complete set of the minutes for all board meetings.

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 November 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 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.
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. On Fridays and days preceding school holidays, teachers may leave when all scheduled buses have departed.
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, at the Superintendent's discretion, 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.
 - a. Teachers shall have the first fifteen (15) minutes of each school day to perform certain duties, as directed and approved by the Superintendent, the purpose of which is to include, but is not limited to, improving instruction, developing or modification of curriculum, activities that work to align curriculum with New Jersey Core Curriculum Content Standards, and scheduled tutoring of students. This time shall not count as part of the three hundred (300) minutes outlined in paragraph five 5 above.
 - b. Teachers will not be entitled to pro rata compensatory prep time for missed prep periods.
 - c. Teachers will not be entitled to prep time on days with partial or no instruction, including, but not limited to, emergency delays or closings. Teachers will receive compressed prep time on scheduled half days.
 - d. Each teaching staff member shall receive at least one (1) thirty (30) minute block of preparation time each full student day.
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 Building Administrator, these times, or individual staff member attendance 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.
5. The ten-month Secretaries work year shall be September 1 through June 30 with the holidays listed above in Article XIIB, Section (A)(2).

B. Work Day

1. The secretary workday shall be eight (8) hours per day, inclusive of the thirty (30) minute duty-free lunch set forth below.
2. 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. Compensation beyond forty (40) hours in a given workweek requires the approval of the Superintendent.

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. Secretaries who complete their first year of service after the commencement of the work year shall be awarded their vacation days on their anniversary date, on a pro rata basis.
4. Secretaries who have completed five (5) years of service shall receive fifteen (15) days of vacation. Secretaries who complete their fifth year of service after the commencement of the work year shall be awarded their vacation days on their anniversary date, on a pro rata basis.
5. Secretaries who have completed ten (10) years of service shall receive twenty (20) days of vacation. Secretaries who complete their tenth year of service after the commencement of the work year shall be awarded their vacation days on their anniversary date, on a pro rata basis.

ARTICLE XIIC
PARAPROFESSIONAL WORK YEAR AND WORK DAY

A. Paraprofessional Work Year

The Paraprofessional work year will be the same as the student calendar. For the duration of the successor contract, paraprofessionals' salary increases shall be commensurate with the teachers' increase which was 2.28% for the 2012-2013 school year, 2.06% for the 2013-2014 school year, and 1.87% for the 2014-2015 school year.

B. Paraprofessional Work Day

The Paraprofessional work day will be the same as the teaching staff work day, except that, on days of parent conferences, Paraprofessionals will be dismissed with the students.

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 their 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 of that school year.
3. The term "observation" shall be construed to mean a visitation by a member of the administrative and supervisory staff, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teacher's performance.
4. 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 their performances 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.
5. 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.
6. Each observation shall be for a minimum of one (1) class period in the middle school and for the duration of one (1) complete subject lesson in the elementary school. No observation will be made on the day before a holiday or the week before winter break.
7. All observations shall be conducted openly and with full knowledge of the teacher.
8. Each observation will be followed by a post-observation conference between the administrative/supervisory staff member and the teaching staff member within ten (10) school days of the formal observation.
9. 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 complaints, objections, or to institute grievance proceedings. This response will be submitted with such report when it is presented to the Board.

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 the 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

A. **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.

B. Evaluation Procedure

1. Secretaries shall be evaluated at least once annually prior to June 1.
2. The evaluation of a secretary shall not be limited solely to formal observation.
3. The term "observation" shall be construed to mean a visitation by a member of the administrative and supervisory staff for the purpose of observing a secretary's performance.
4. All observations shall be conducted openly and with full knowledge of the secretary.
5. Each observation will be followed by a post-observation conference between the administrative/supervisory staff member and the secretary within ten (10) school days of the formal observation.
6. In addition to their rights under the law and this contract, each secretary may make a written response to any observation or evaluation report in order to file complaints, objections, or to institute grievance proceedings. This response will be submitted with such report when it is presented to the Board.
7. 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.
8. In addition to their rights under the law and this contract, secretaries may make a written response to any observation or evaluation report in order to file complaints, objections, or to institute grievance proceedings. This response will be submitted with such report when it is presented to the Board.
9. 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.

C. 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 1st 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. 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. The parties adopt the Salary Guides attached as Exhibit A, inclusive of increment, for the period July 1, 2012 through July 30, 2015. 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, 2012 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 extra-curricular salary guide shall remain frozen at the same levels as the 2011-2012 school year for the duration of this Agreement. The parties adopt the Extra-Curricular Salary Guides attached as Exhibit B for the period July 1, 2012 through June 30, 2015.
3. All employees covered by this Agreement, and not represented on the teachers' salary guide shall receive the following increases for each school year for the duration of this Agreement:

2012-2013	2.28%
2013-2014	2.06%
2014-2015	1.87%

B. Professional Compensation Rate

Professional compensation rate shall be thirty (\$30.00) dollars per hour. Examples of time in which Professional Compensation Rate shall be used include summer work, and the hourly rate for filling in for a teacher, including but not limited to, compensation time. 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 within 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 current rate as established by applicable State law.
- 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. 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.
- H. 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.
- I. Staff members have the option to elect to be paid on a 10-month basis (20 paychecks) or a 12-month basis (24 paychecks). Staff members will have until August 1st proceeding the start of the school year to notify the business office of the option they have elected. If a staff member does not contact the business office by August 1st, it will be presumed that the staff member will continue to be paid on a 10-month basis.

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.
- 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. Effective July 1, 2012, the base insurance Plan provided to all eligible employees will be the New Jersey Direct 15 under the New Jersey State Employees Health Benefits Plan or equal.

All provisions of Chapter 78 regarding health insurance are applicable to this successor contract.

2. The Board will have sole discretion to change insurance carrier upon an annual increase greater than 10% in the premiums charged to the Board, or so long as the disruption in the network of providers available to employees and their dependents is 15% or less.
3. An employee of the District who is insured through a private health benefit plan of a spouse/legal partner may opt out of the District's health plan. Employees opting to receive insurance through their spouse/legal partner's private health plan shall receive 25% or \$5,000.00, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage.

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 alternate insurance; or
 - b. during the open enrollment period
4. 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.
 5. Dental Plan - Individual Employee Only.
 - a. \$25.00 deductible 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
 6. 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.

a. **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.

b. 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 participating in the medical plan will be reimbursed up to a 10% cap for in-network prescriptions and up to a 20% cap for out-of-network prescriptions to defray out-of-pocket costs associated with the Major Medical Plan, until reaching their maximum reimbursable amount.

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. In order for a board of education to provide to an employee tuition assistance for coursework taken at an institution of higher education or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education, the following conditions must be met:
 - a. The institution shall be a duly authorized institution of higher education as defined in Section 3 of P.L. 1986, c.87 (C. 18A:3-15.3)
 - b. The employee shall obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education; and
 - c. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.
2. 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.

3. 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.
4. 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.

Effective July 1, 2012, there shall be a unit wide cap for all tuition reimbursement costs which reflects the following amounts for the following years:

2012-2013 school year \$15,000.00

2013-2014 school year \$16,000.00

2014-2015 school year \$17,000.00

5. 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.

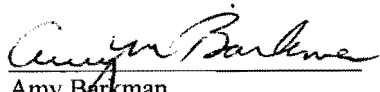
- C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information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

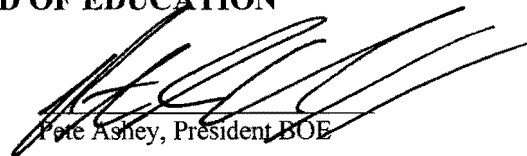
EXHIBIT A: SALARY GUIDE

EXHIBIT B: EXTRA-CURRICULAR SALARY GUIDE

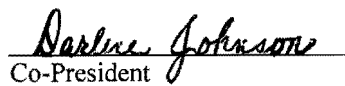
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their secretaries.

UNION TOWNSHIP BOARD OF EDUCATION


Amy Barkman
School Business Administrator/Board
Secretary


Pete Ashley, President BOE

UNION TOWNSHIP OF HUNTERDON EDUCATION ASSOCIATION


Darlene Johnson
Co-President

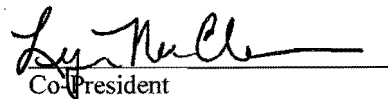

Lynn Kelle
Co-President

EXHIBIT A - SALARY GUIDE

2012-2013

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$46,100	\$47,350	\$48,600	\$51,100	\$53,600	\$56,100
2	\$46,795	\$48,045	\$49,295	\$51,795	\$54,295	\$56,795
3	\$47,545	\$48,795	\$50,045	\$52,545	\$55,045	\$57,545
4	\$48,170	\$49,420	\$50,670	\$53,170	\$55,670	\$58,170
5	\$48,770	\$50,020	\$51,270	\$53,770	\$56,270	\$58,770
6	\$48,770	\$50,020	\$51,270	\$53,770	\$56,270	\$58,770
7	\$50,170	\$51,420	\$52,670	\$55,170	\$57,670	\$60,170
8	\$50,170	\$51,420	\$52,670	\$55,170	\$57,670	\$60,170
9	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
10	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
11	\$57,020	\$58,270	\$59,520	\$62,020	\$64,520	\$67,020
12	\$60,295	\$61,545	\$62,795	\$65,295	\$67,795	\$70,295
13	\$63,595	\$64,845	\$66,095	\$68,595	\$71,095	\$73,595
14	\$66,795	\$68,045	\$69,295	\$71,795	\$74,295	\$76,795
15	\$70,095	\$71,345	\$72,595	\$75,095	\$77,595	\$80,095
16	\$72,895	\$74,145	\$75,395	\$77,895	\$80,395	\$82,895
17	\$73,295	\$74,545	\$75,795	\$78,295	\$80,795	\$83,295

2013-2014

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$46,100	\$47,350	\$48,600	\$51,100	\$53,600	\$56,100
2	\$46,795	\$48,045	\$49,295	\$51,795	\$54,295	\$56,795
3	\$47,545	\$48,795	\$50,045	\$52,545	\$55,045	\$57,545
4	\$48,170	\$49,420	\$50,670	\$53,170	\$55,670	\$58,170
5	\$48,170	\$50,020	\$51,270	\$53,770	\$56,270	\$58,770
6	\$50,170	\$51,420	\$52,670	\$55,170	\$57,670	\$60,170
7	\$50,170	\$51,420	\$52,670	\$55,170	\$57,670	\$60,170
8	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
9	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
10	\$57,020	\$58,270	\$59,520	\$62,020	\$64,520	\$67,020
11	\$57,020	\$58,270	\$59,520	\$62,020	\$64,520	\$67,020
12	\$60,295	\$61,545	\$62,795	\$65,295	\$67,795	\$70,295
13	\$63,595	\$64,845	\$66,095	\$68,595	\$71,095	\$73,595
14	\$66,795	\$68,045	\$69,295	\$71,795	\$74,295	\$76,795
15	\$70,095	\$71,345	\$72,595	\$75,095	\$77,595	\$80,095
16	\$72,895	\$74,145	\$75,395	\$77,895	\$80,395	\$82,895
17	\$73,295	\$74,545	\$75,795	\$78,295	\$80,795	\$83,295

2014-2015

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$46,100	\$47,350	\$48,600	\$51,100	\$53,600	\$56,100
2	\$46,795	\$48,045	\$49,295	\$51,795	\$54,295	\$56,795
3	\$47,545	\$48,795	\$50,045	\$52,545	\$55,045	\$57,545
4	\$48,170	\$49,420	\$50,670	\$53,170	\$55,670	\$58,170
5	\$48,770	\$50,020	\$51,270	\$53,770	\$56,270	\$58,770
6	\$50,170	\$51,420	\$52,670	\$55,170	\$57,670	\$60,170
7	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
8	\$53,770	\$55,020	\$56,270	\$58,770	\$61,270	\$63,770
9	\$57,020	\$58,270	\$59,520	\$62,020	\$64,520	\$67,020
10	\$57,020	\$58,270	\$59,520	\$62,020	\$64,520	\$67,020
11	\$60,295	\$61,545	\$62,795	\$65,295	\$67,795	\$70,295
12	\$60,295	\$61,545	\$62,795	\$65,295	\$67,795	\$70,295
13	\$63,595	\$64,845	\$66,095	\$68,595	\$71,095	\$73,595
14	\$66,795	\$68,045	\$69,295	\$71,795	\$74,295	\$76,795
15	\$70,095	\$71,345	\$72,595	\$75,095	\$77,595	\$80,095
16	\$72,895	\$74,145	\$75,395	\$77,895	\$80,395	\$82,895
17	\$73,295	\$74,545	\$75,795	\$78,295	\$80,795	\$83,295

EXHIBIT B - EXTRA-CURRICULAR GUIDES 2012-2015

	2012-2013	2013-2014	2014-2015
Girls Cross-country Coach	\$2,656	\$2,656	\$2,656
Boys Cross-country Coach	\$2,656	\$2,656	\$2,656
Girls Soccer Coach	\$2,656	\$2,656	\$2,656
Boys Soccer Coach	\$2,656	\$2,656	\$2,656
Volleyball Coach	\$2,656	\$2,656	\$2,656
Cheerleading Coach	\$3,454	\$3,454	\$3,454
Girls Basketball Coach	\$3,454	\$3,454	\$3,454
Boys Basketball Coach	\$3,454	\$3,454	\$3,454
Softball Coach	\$2,656	\$2,656	\$2,656
Baseball Coach	\$2,656	\$2,656	\$2,656
Activities Sup. Fall	\$1,145	\$1,145	\$1,145
Activities Sup. Winter	\$1,145	\$1,145	\$1,145
Activities Sup. Spring	\$771	\$771	\$771
Athletic Coordinator	\$2,656	\$2,656	\$2,656
Computer Club	\$2,301	\$2,301	\$2,301
Digital Video Club	\$2,301	\$2,301	\$2,301
Dramatics Director	\$2,301	\$2,301	\$2,301
Jazz Band Director	\$2,301	\$2,301	\$2,301
School Store	\$1,315	\$1,315	\$1,315
Art Club	\$2,301	\$2,301	\$2,301
Science Club 5-8	\$2,301	\$2,301	\$2,301
? Science Club <i>Nat'l Junior Honor Society</i>	\$2,301	\$2,301	\$2,301
Student Council Advisor	\$2,301	\$2,301	\$2,301
Sub Caller	\$2,301	\$2,301	\$2,301
Test Coordinator	\$1,145	\$1,145	\$1,145
Yearbook Coordinator	\$2,301	\$2,301	\$2,301
Faculty Advisory Council (5 positions)	\$791	\$791	\$791