

Contract no. 1284 F

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

**July 1, 1991
to
June 30, 1993**

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS**

AUG 18 1992

RUTGERS UNIVERSITY

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PREAMBLE

This AGREEMENT entered into this ^{16th} day of July, 1992 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

ASSOCIATION IDENTIFICATION

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 personnel under contract:

Classroom Teachers
Special Subject Teachers
Supplemental Teachers
Nurse

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.

ARTICLE II
SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

This Agreement shall become effective July 1, 1991, and shall continue in effect until June 30, 1993.

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, 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 Chapter 123, Public Laws 1974.

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.

Separability

If any provisions 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 III
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 teachers shall continue to serve under the direction of the Chief School Administrator 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 IV
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a formal complaint instituted by a teacher(s) 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 a teacher or group of teachers.

2. Aggrieved Person

An aggrieved person is the teacher(s) or the Association making the formal complaint. The name of the aggrieved teacher(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 time 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 this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is practicable.

3. Level One - Chief School Administrator

Within a period of 30 school days of the time the teacher should reasonably have known of the occurrence of the grievance, a teacher with a grievance shall first discuss it with the C.S.A., either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, which shall have been communicated in writing, or if no decision has been rendered within five (5) school days after the presentation of the griev-

ances, he/she may file the grievance in writing within five (5) school days, to the C.S.A. and shall name the teacher(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 C.S.A. shall hold a hearing and communicate his/her answer in writing to the grievant.

5. Level Three

a. If the grievance is not resolved at Level Two to the aggrieved person's satisfaction, the aggrieved person may request, no later than five (5) school days after receipt of the C.S.A.'s decision, a review by the Board. This request shall be submitted in writing through the C.S.A. 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 C.S.A.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three 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 after the decision at Level Three. The decision of the arbitrator shall be advisory. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to or 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 Teachers to Representation

1. Teacher 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, 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 teachers, 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 teachers 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 teachers 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.

ARTICLE V
TEACHER RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere, 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 teacher 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 contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. 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.

E. Criticism

Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

Both the Faculty and the Board are expected to act responsibly and limit public criticism of individuals to issues or facts relevant to the educational needs of students or the orderly operation of the school.

F. Notification

Whenever an employee is required to appear before the Board or any committee or the designated representative of the 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.

G. Reduction in Force

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

ARTICLE VI
TEMPORARY LEAVES OF ABSENCE

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

1. Death in the immediate family (parent, spouse, child, brother, sister, current mother and/or father-in-law, grandmother and/or grandfather) will carry an allowance of three (3) days without deduction. Additional days may be granted at the Board's discretion.

2. Illness in the immediate household will carry a total allowance of three (3) days leave, per year, deductible from accumulated sick leave.

3. Death of other relative will allow one (1) day's leave without deduction. Written notice of basis for leave to be provided within ten (10) working days following the absence pertaining to points 1, 2, and 3.

4. 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 C.S.A. 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 sick leave.

5. Teachers 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.

6. Days taken by teachers in excess of those stated above shall be subject to a reduction in salary of 1/200th of the individual's contract salary.

B. Disability Leaves Due to Pregnancy

The Board shall grant a disability leave due to pregnancy without pay to any employee upon request, subject to the following stipulations and limitations:

1. The leave shall commence and terminate on a mutually agreed upon date by the parties within the guidelines established by the attending physician.

2. To the extent permitted by law and relevant judicial and administrative agency decisions, employees on pregnancy-related disability leave may be presumed to be disabled for purposes of sick leave eligibility four (4) weeks immediately preceding the expected birth of the child and four(4) weeks immediately following the termination of pregnancy. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may receive additional sick leave benefits if she presents a physician's statement attesting to her continued disability. The Board shall continue to provide all benefits to employees on paid sick (disability) leave.

3. An employee planning to request a disability leave shall

notify the C.S.A. of her pregnancy as soon as it is medically confirmed. 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.

4. Any teacher granted disability leave shall at her request, where feasible, be restored to the same teaching position, subject area, and grade level vacated at the commencement of said leave.

5. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work following delivery and prior to the desired date of return. The Board may, at its discretion, require periodic physician certification of the employee's continued fitness to perform her duties.

6. Should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur. Any teacher 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 and accumulated sick leave with pay during the period of absence.

7. 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 C.S.A.

C. Child Rearing Leave

The Board shall grant leave without pay to an employee 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. 1. 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. (old C.2) Any employee planning to request such leave shall notify the C.S.A. 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 contra-indicated.

e (old C.3) 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.

f. The Board shall continue to provide full payment for all benefits to all employees on child rearing leaves which have been granted prior to June 30, 1992, for the duration of the leave. The Board shall pay fifty percent (50%) of the benefits cost to employees on child-rearing leaves granted after June 30, 1992.

2. Adopting a Child of Pre-Schol Age

a. The leave shall follow the stipulations set forth in Article VI. C. section 1, subsections a-f inclusive.

b. If normal conditions attendant upon adopting do not prevail, resulting in non-parenthood, the employee may apply to the C.S.A. in writing to return to duty prior to the expiration of the leave.

3. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave not later than September 30 of each school year.

4. Extended Sick Leave Policy

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 Plan

Delete current language and add:

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 is defined as 1/200th of the annual salary.

D. 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

a. All teachers employed 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. For every ten (10) days of sick leave accumulated in one year, the Board will award one additional day.

c. Effective July 1, 1988, any teacher who retires according to the provisions of the TPAF 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 Union Township School District. Accumulated sick leave will be reimbursed at the current daily substitute rate, with a maximum payment of \$2,500.00 in 1991/92 and a maximum payment of \$3,500.00 for any member retiring in 1992/93. 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.

E. Professional Conferences/Meetings

NEW: The C.S.A. 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 shall be paid by the Board in accordance with its policy.

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.

F. 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 school 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 Chief School Administrator. 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 Chief School Administrator 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 cancelled. The teacher granted said leave will evidence this obligation by signing an agreement and/or promissory note upon the granting of the leave.

ARTICLE VII
Substitutes

A. Released 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. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers will credit these periods up to a total of seven (7) periods which entitles him/her to one (1) additional personal day to be taken before the end of the current school year. Such coverage shall be arranged by the Chief School Administrator and shall be distributed as equitably as possible among the teachers. When a teacher requires coverage for his/her convenience except in the case of an emergency, the teacher needing coverage shall have the equivalent periods deducted from his/her accumulation.

ARTICLE VIII
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 C.S.A. 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, including typewriters, mimeographing machines, other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with permission of the C.S.A., 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 teacher's lounge.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the school mail boxes.

F. Released Time for Meetings

The President 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 (new language)

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 the administration and may be done in private.

H. Board Agenda/Minutes (new language)

1. The Board shall provide to the Association, one (1) week in advance, an agenda for all Board meetings.

2. The Board shall provide to the Association a complete set of minutes for all Board meetings within seven (7) days after Board approval.

ARTICLE IX
TEACHER WORK YEAR AND WORK DAY

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days.

2. In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teachers attendance is required.

3. Inclement Weather

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

4. New Personnel

New personnel will be required to attend one (1) additional day for orientation purposes. Thirty (30) minutes are reserved for the Association.

B. Teacher 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.

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 work day without additional compensation once a week or, additionally in case of emergency for the purpose of attending professional meetings as required by the C.S.A. The duration of each such meeting will be no more than sixty (60) minutes. 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 not to exceed twenty (20) minutes within the framework of the existing meeting schedule. 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. In addition there may be up to six in-service sessions, held for one hour, 3:30 p.m. to 4:30 p.m. throughout the school year. These in-service sessions

will be planned by an in-service committee consisting of representatives of primary, intermediate, upper, specials, and special services, and the Chief School Administrator.

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 full days.

6. All teaching staff will attend two (2) evening functions per school year, other than parent conferences.

7. Parent Conferences:

All teaching staff will attend parent conferences two (2) evenings per year, one (1) the fall and one (1) in the spring; staff excused/relieved from duty at 1:00 P.M when evening conferences are scheduled.

8. The school day immediately preceding Winter Recess, Spring Recess, and the day preceding the Summer Recess, shall end at 1:00 p.m.

ARTICLE X
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 academic year.

2. Tenured teaching staff members shall be evaluated at least once annually.

3. Formal Observations

All formal observations shall take place in the classroom or at such other work station as is the staff member's normal operating base. Each staff member shall be advised beforehand of the week during which an observation will take place. In K-6, observations shall be for one full instructional period, and one full class period in 7-8.

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 be correct. The teaching staff member's signature - which does not indicate agreement, but awareness of the report - shall appear on the evaluation form.

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 at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the C.S.A. 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 XI
TEACHER ASSIGNMENTS

A. The C.S.A. has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The C.S.A. shall give notice in assignments to teachers by April 30th, except in the case of unforeseen circumstances.

B. During the school year, teachers who desire a change in grade and/or subject assignment must file a written statement of such desire with the C.S.A., 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 June 15th with the C.S.A.

C. The parties recognize that changes in grade and/or subject assignments may be necessary. The administration will not, in any case, assign a teacher without prior discussion with said teacher. An involuntary reassignment shall be made only after a meeting between the teacher involved and the C.S.A., at which time the teacher shall be notified of the reason.

D. The Board, upon the recommendation from the Chief School Administrator will determine when curricula require revision and the allocation of resources.

ARTICLE XII
PROFESSIONAL COMPENSATION

A. The parties adopt the Salary Guide attached as Exhibit A for the school year July 1, 1991 through June 30, 1992. 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, 1991 shall be placed on a step on the Guide that similarly reflects the years of teaching experience credited to them by the C.S.A.

The parties adopt the Salary Guides attached as Exhibit B for the school year July 1, 1992 through June 30, 1993.

B. Professional work done by staff members during July and August shall be compensated at the rate of \$17.00 per hour.

Teachers engaged in summer professional work shall be recommended to the Board's Education Committee by the C.S.A. and approved by the entire Board of Education.

C. Teachers shall be reimbursed for travel to and from school related functions approved in advance by the C.S.A. at the rate of \$.24 a mile.

D. Pay days in the district are on the 15th and 30th of each month. When a pay day falls on or during a vacation period or weekend, staff will be paid on the last work day immediately preceding the 15th or 30th.

ARTICLE XIII
POSTING OF VACANCIES

A. The C.S.A. (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, extra-curricular 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 C.S.A. in writing on the appropriate form within the time limit specified in the notice.

D. Applicants who are not to be interviewed by the C.S.A. for said vacancies shall be notified as soon as practicable.

E. All staff member 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.

F. Both annually appointed positions and summer professional positions shall be posted as vacant each June 1 for the following school year.

ARTICLE XIV
HEALTH BENEFITS

A. The Board will provide family coverage for all eligible staff members on the State Health Benefits Program.

B. The Board will provide the following Prescription Drug Program for the employee and eligible family members:

1. In 1991-92, a \$1.00 co-pay policy.
2. In 1992-93, a \$4.00 generic drug/\$7.00 maximum brand name co-pay policy.

C. Effective September 1, 1992, the Board will provide for the employee a dental plan which has the following features:

1. \$0.00 deductible in 1991/92. On July 1, 1992 the deductible will increase to \$25.00 per employee.
2. \$1,000.00 annual maximum payment
3. 100% payment for preventative and diagnostic work
4. 80% payment for remaining basic services
5. 50% payment for prosthodontics

ARTICLE XV
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Programs

1. Pay and Expenses for Required Training

a. 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.

2. Course Work Reimbursement

a. 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.

b. A maximum of eighteen (18) credits per year at the New Jersey state college 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.

c. 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.

d. Courses to be reimbursed are subject to the approval of the C.S.A. 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 18 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.

ARTICLE XVI
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 the 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 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 Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

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

Barbara E. Prowker Attest
Barbara E. Prowker, Secretary

Rose Andrews
Rose Andrews, President

UNION TOWNSHIP OF HUNTERDON COUNTY EDUCATION ASSOCIATION

Alexis G. Rothrock Attest
Alexis G. Rothrock, Secretary

Nancy Waylich
Nancy Waylich, President

SALARY GUIDE

1991-1992

90/91 step	90/91 yrs exp	91/92 step	91/92 yrs exp	BA	BA+15	BA+30	MA	MA+15	MA+30
A	0	A	0-1	24964	25488	25871	26970	27779	28890
B	1	B	2	25814	26356	26751	27888	28725	29874
C	2-3	C	3-4	27414	27990	28410	29617	30505	31726
D	4-5	D	5-6	28239	28832	29264	30508	31423	32680
E	6-7	E	7-8	29489	30108	30560	31859	32814	34127
F	8-9	F	9-10	30089	30721	31182	32507	33482	34821
G	10-11	G	11-12	31689	32354	32840	34235	35263	36673
H	12	H	13	33339	34039	34550	36018	37099	38583
I	13-14	I	14-15	35014	35749	36286	37828	38962	40521
J	15-16	J	16-17	36714	37485	38047	39664	40854	42488
K	17	K	18	38414	39221	39809	41501	42746	44456
L	18	L	19	40341	41188	41806	43583	44890	46686
M	19+	M	20+	42800	43699	44354	46239	47627	49532

Longevity: \$400 longevity will be granted for those employees with over twenty (20) years of service in the Union Township School. To be eligible, an employee will be in his/her twenty-first (21) year in the Union Township School. Total annual payment can not exceed \$400 per person. This longevity payment commences on September 1, 1991.

SALARY GUIDE

1992-1993

90-91 step	90-91 yrs exp	91-92 step	91-92 yrs exp	92-93 step	92-93 yrs exp	BA	BA+15	BA+30	MA	MA+15	MA+30
A	0	A	0-1	A	0-2	27242	27814	28231	29431	30314	31527
B	1	B	2	B	3	28242	28835	29268	30511	31427	32684
C	2-3	C	3-4	C	4-5	29892	30520	30978	32294	33263	34593
D	4-5	D	5-6	D	6-7	30792	31439	31910	33266	34264	35635
E	6-7	E	7-8	E	8-9	32092	32766	33257	34671	35711	37139
F	8-9	F	9-10	F	10-11	32742	33430	33931	35373	36434	37892
G	10-11	G	11-12	G	12-13	34367	35089	35615	37129	38243	39772
H	11	H	13	H	14	36017	36773	37325	38911	40079	41682
I	13-14	I	14-15	I	15-16	37967	38764	39346	41018	42249	43938
J	15-16	J	16-17	J	17-18	39967	40806	41418	43179	44474	46253
K	17	K	18	K	19	41967	42848	43491	45339	46700	48568
L	18	L	19	L	20	43967	44890	45564	47500	48925	50882
M	19+	M	20+	M	21+	45300	46251	46945	48940	50408	52425

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EXTRA-CURRICULAR SALARY GUIDES

	<u>91/92</u>	<u>92/93</u>
Athletic Coordinator	705.00	760.00
Baseball	1085.00	1169.00
Basketball (Boys)	1735.00	1870.00
Basketball (Girls)	1735.00	1870.00
Cheerleading	1085.00	1169.00
Soccer	1085.00	1169.00
Softball	1085.00	1169.00
Volleyball	1085.00	1169.00
Activities Supervisor (Fall)	271.00	292.00
Activities Supervisor (Spring)	271.00	292.00
Activities Supervisor (Winter)	542.00	585.00
Dramatics	1085.00	1169.00
Yearbook	1085.00	1169.00
Home Instruction	18.00/hr.	20.00/hr.
Curriculum Work	18.00/hr.	20.00/hr.