

**AGREEMENT BETWEEN**  
**HOPEWELL EDUCATORS'**  
**ASSOCIATION**  
  
**AND**  
  
**HOPEWELL TOWNSHIP**  
**BOARD OF EDUCATION**

**2002-03**  
**2003-04**  
**2004-05**

## TABLE OF CONTENTS

ARTICLE#	ARTICLE	PAGE#
	PREAMBLE AND WITNESSETH	1
1	RECOGNITION	1
2	NEGOTIATION OF SUCCESSOR	2
3	GRIEVANCE PROCEDURE	2
4	ASSOCIATION RIGHTS AND PRIVILEGES	3
5	SICK LEAVE	4
6	TEMPORARY LEAVES OF ABSENCE	5
7	EXTENDED LEAVES OF ABSENCE	6
8	VACATIONS	7
9	HOLIDAYS	8
10	INSURANCE PROTECTION	9
11	SALARIES	10
12	TERMS OF EMPLOYMENT	11
13	ASSIGNMENT, VOLUNTARY AND INVOLUNTARY TRANSFERS, AND REASSIGNMENTS	13
14	COMPLAINT PROCEDURE	14
15	PAYMENT FOR GRADUATE OR UNDERGRADUATE CREDITS	14
16	EVALUATIONS	14
17	MISCELLANEOUS PROVISIONS	15
18	DURATION OF AGREEMENT	17
SCHEDULE A	2002-03	18
	2002-03	18
	2002-03	19
SCHEDULE B	2002-03/2003-04/2004-05	19
SCHEDULE C	2002-03/2003-04/2004-05	20

## PREAMBLE

This agreement entered into this first day of September, 2002, by and between the Board of Education of Hopewell Township, Cumberland County, New Jersey, hereinafter called the "Board" and the Hopewell Educators' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and WHEREAS, the parties have readied certain understanding which they desire to conform in this Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Hopewell Educators' Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel and all full time support staff employees whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Certified Teaching Personnel  
Secretaries and Clerks  
Custodians

but excluding all supervisors and confidential secretaries. A full time support staff employee is defined as any person working 20 or more hours per week. If a full time maintenance employee is hired during the duration of the contract, the Association shall have the right to represent that employee.

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education the Board of Education is forbidden to waive any rights or powers granted it by law. This shall not be interpreted to limit the rights of either party under Public Laws 123 of 1974.

## ARTICLE 2

### Negotiation of Successor Agreement

#### A. Modification

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.

B. Negotiations must begin by a date to coincide with the laws of Public Employees Negotiations and subsequent meetings must be held within two weeks after any request for a negotiations meeting is made by either the Board of Education or the Association.

## ARTICLE 3

### Grievance Procedure

#### A. Definition

1. "Grievance" shall mean a complaint by any employee, or employees, regarding the interpretation, application or violation of policies, agreements, and the administrative decision affecting them except that the term "grievance" shall not apply to (a) Any matter which according to the law is either beyond the scope of the Board authority or (b) A complaint by a non-tenure teacher which arises by reason of his not being employed or re-employed or (c) A complaint by any certified personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required.

#### B. Policy

Any individual member of the Association shall have the right to appeal the application of policies and administrative decisions through proper administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal. He and the Professional Rights and Responsibilities Committee of the Association shall have the right to present an appeal to the Board in person with all parties to the disagreement present.

#### C. Procedure

1. A grievance to be considered under this procedure must be identified as a formal grievance and initiated within 15 calendar days of the incident.

2. If any employee has a grievance, it should be discussed with the Superintendent in an attempt to resolve the matter informally, if possible.

3. (a) If as a result of discussion, the matter is not resolved to the satisfaction of the grievant, he can formally submit the grievance in writing to the Superintendent. (b) The Superintendent shall communicate his decision to the employee in writing within seven (7) school days of receipt of the written grievance.

4. If the employee or the Association is not satisfied with the decision of the Superintendent they shall, within fifteen (15) school days of receipt of the decision indicate to the Board in writing their desire to pursue the grievance at the Board level.

5. The Board shall call a special meeting within fifteen (15) calendar days of their receipt of the grievance to consider the grievance.

6. The Board shall render a decision, in writing, to the employee and Professional Rights and Responsibilities Committee.

7. (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level 6, he may submit his grievance to arbitration. This notification must be in writing and presented within fifteen (15) school days to the Board and the Association. (b) Within ten (10) school days after written notice of submission to arbitration the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the PERC (Public Employees Relations Commission) by either party. The parties shall then be bound by the rules and procedures of the Public Employees Relations Comm. in the selection of the Arbitrator. (c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The Arbitrator shall limit himself to the issues submitted to him. He can add nothing to nor subtract anything from the Agreement between the parties. (d) The cost of the Arbitrator will be equally shared by the Board and the Association.

#### ARTICLE 4

##### Association Rights and Privileges

###### A. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, except during regular school hours, subject to approval of the Board of Education.

B. Use of School Equipment

The Association shall have the right to use certain school equipment, including typewriters, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use, with approval of the Principal. The Association shall pay for the cost of all materials and supplies incident to such use.

C. Mail Facilities and Mail Boxes

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

D. Bulletin Boards

The Association shall have the use of a designated bulletin board located in the respective faculty rooms, for the purpose of posting Association / Professional related materials.

E. The Board will withhold from employees pay such dues moneys as authorized in writing and transmit same to the NJEA. If during any contract year the Association provides notification and verification that Association membership has fallen below 95% of eligible members of the bargaining unit, the Board will, in the following contract year, withhold a representation fee equal to 85% of regular dues from the pay of members of the bargaining unit who elect not to join the Association and transmit same to the NJEA except that the representation fee shall not be withheld in any year following a year in which Association membership equals or exceeds 95% of eligible membership.

F. Noncertificated members of the Association may be excused during working hours to attend Association meetings by the building administrator. If such meetings end before the end of the employee's regular work day, such employees will return to duties and complete their regular work hours."

**ARTICLE 5**

**SICK LEAVE**

A. All ten (10) month employees shall be entitled to ten (10) days for illness or medical reasons each year. All twelve (12) month employees shall be entitled to twelve (12) days leave for illness or medical reasons each year. Unused sick leave days shall accumulate from year to year with no maximum limit.

B. Each employee shall be notified in writing of the total amount of unused sick leave credited to him as of June 30 of each year. Such notification shall be issued prior to October 30 of the same year.

C. Days off for "on-the-job" injuries received during the course of employment for the Hopewell Township Board of Education shall not be deducted from the accumulated sick leave while the employee is being covered by workmens' compensation.

D. If an employee exhausts his accumulated sick days as a result of taking such days, subsequent sick days taken will result in a partial loss of pay at the rate of 1/200 of annual pay for every day off for ten (10) month employees and 1/240 of annual pay for every day off for twelve (12) month employees.

E. Any employee with a minimum of ten (10) years of service in the district shall, upon retirement, receive a payment for accumulated unused sick days according to the following formulas:

1. Certified teaching personnel: one-quarter (1/4) day's pay for accumulated sick days. Daily rate shall be determined by dividing the annual first step salary of the employee's salary column by 185. The maximum payment under this paragraph shall be \$8,000 for teachers who have fewer than 100 sick leave days as of June 30, 1999.

2. Noncertificated personnel: \$25 for each day of accumulated unused sick days. The maximum payment under this paragraph shall be \$5,000 for support staff who have fewer than 100 sick leave days as of June 30, 1999.

3. An employee who provides a notice of retirement by December 1 preceding his or her retirement shall receive the payment in the first July following the December notice. An employee who provides a notice of retirement after December 1 preceding his or her retirement shall receive the payment in the second July following the December notice.

## ARTICLE 6

### Temporary Leaves of Absence

#### A. Types of Leave

As of the beginning of the school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. PERSONAL - Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent or his designee for personal leave shall be made at least seventy-two (72) hours before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such other than that he/she is taking it under this section. Personal leave will not be granted on a scheduled professional in service day unless in the case of unanticipated emergencies or prior approval of the Superintendent. Personal days shall be taken as full days, not parts thereof.

The number of professional staff members granted a personal leave on a given day will not exceed six (6). Professional staff who normally are not covered by substitutes (guidance counselors, etc.) do not count toward the six. Personal days in excess of six (6) on any given day may be granted at

the discretion of the Superintendent or his designee. However, in cases of unanticipated emergencies, personal days shall be granted upon statement of the reason.

Such leave if not used in any given year will accumulate as sick leave at the rate of one day sick leave for each unused personal leave days."

## 2. BEREAVEMENT –

a. Any employee is entitled to five (5) consecutive working days leave in each case of death in the employee's (or spouse's) immediate family during a contractual year. If the death occurs during a vacation period, then a proof of need for the days will be provided by the employee. "Immediate Family" includes: Spouse, parent, sibling, children.

b. An allowance of three (3) days leave shall be granted in the case of death of grandparents, grandchildren, or other member of the employees household.

c. One (1) additional day per occurrence will be granted in the case of death of other relatives.

d. Leave with or without pay may be granted by the Superintendent to allow employees to attend the funeral of a close personal friend.

e. Step relationships shall be considered the same as innate relationships.

3. PROFESSIONAL - Leave may be granted to an employee for professional enhancement. Requests must be approved by the Superintendent. A request stating how the experience will benefit the employee's performance will be submitted to the Superintendent.

a. Any teacher who has received a Professional Improvement Plan requiring his/her involvement in an improvement activity will develop, in cooperation with the Superintendent, a schedule for professional involvement.

b. All reasonable and necessary expenses, including travel, tuition for workshops, courses, seminars or other professional meetings and meals will be reimbursed by the Board of Education. An estimate of expenses will be included in the request for professional leave and receipts for actual expenditures must accompany a voucher or reimbursement.

c. A written report of the professional experience will be forwarded to the Superintendent no later than three (3) days following the activity.

## ARTICLE 7

### Extended Leaves of Absence

#### A. Maternity Leave

The Board shall grant maternity leave to any employee requesting such leave subject to the following stipulations and limitations:

1. No later than 90 days prior to the anticipated delivery date, the employee shall request a maternity leave of absence while she is disabled, for which accumulated sick leave may be utilized.
2. The Board reserves the right to regulate the commencement and termination dates of maternity leave in order to preserve educational continuity within the following guidelines:
  - a. The Board shall not remove any employee from her duties during pregnancy, as long as the employee can produce a certificate from the physician stating that she is able to continue her duties.
  - b. The Board shall not require an employee to return to her duties after childbirth as long as the employee can provide a certificate from the physician stating that she is disabled.
3. During such time of maternity leave, said employee shall be covered by existing health insurance and benefits.

B. Childcare Leave

The Board shall grant voluntary unpaid leaves of absence for the purposes of childcare of an infant to employees within the following guidelines:

1. Except in cases of emergency, an employee shall request childcare leave thirty (30) days prior to the commencement of said leave.
2. To avoid unnecessary interruptions in instruction, childcare leave shall commence at the conclusion of the maternity leave and shall terminate on September 1 or February 1 at the discretion of the employee.
3. The Board Secretary shall, upon request, provide the employee with necessary information in order that the employee can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

**ARTICLE 8 - VACATIONS**

A. All 12 month custodians and maintenance personnel if hired during the term of this Agreement and secretaries and clerks covered by this Agreement shall earn and receive an annual paid vacation according to the following:

Up to 1 year service	1/2 day per month of employment up to a maximum of 5 days
1 to 9 years service	1 day per month of employment up to a maximum of 10 days
10 to 14 years service	1 and 1/2 days per month of

15 years service and over

employment up to a maximum of 15 days  
2 days per month of employment  
up to a maximum of 20 days

Parties agree that should ten month employees become twelve month employees, negotiations over vacation entitlement will take place at such time.

- B. The anniversary date for all employees shall be July 1.
- C. Vacations must be taken with the approval of the Superintendent.
- D. In case of termination or retirement, annual vacation shall be paid on termination date.

**ARTICLE 9**

**HOLIDAYS**

A. CUSTODIANS AND MAINTENANCE PERSONNEL. Custodians and maintenance personnel if hired during the term of this Agreement shall receive the following paid holidays:

- |                  |                        |
|------------------|------------------------|
| Independence Day | New Year's Day         |
| Labor Day        | Good Friday            |
| Thanksgiving Day | Memorial Day           |
| Christmas Eve    | Martin Luther King Day |
| Christmas Day    | 2 Optional Days        |

B. SECRETARIES AND CLERKS. Secretaries and clerks will receive the following paid holidays:

- |                  |                     |
|------------------|---------------------|
| Independence Day | Labor Day           |
| New Year's Day   | Thanksgiving Day    |
| Good Friday      | Christmas Day       |
| Memorial Day     | N.J.E.A. Convention |

and other recognized legal holidays, such as Veteran's Day and President's Day, as set up in the school calendar.

**ARTICLE 10**

**Insurance Protection**

A. Full Health-Care Coverage

The Board shall provide the health-care insurance protection designated below. The cost of this insurance for all current employees and their dependents, where applicable, shall be borne by the

Hopewell Township Board of Education. All new employees hired after June 30, 1996 to receive employee only medical/surgical coverage for the first three years of employment without assuming a percentage of the premium. All employees hired on or after January 1, 2003 shall be eligible for free health insurance in the Patriot V program, and may enroll in the Patriot X program and pay the difference in cost through payroll deductions. They shall be eligible for dependent coverage in Patriot V after two years of employment.

#### B. Carriers

The health insurance plan shall be the basic health insurance plan offered by Cumberland Regional School District, with prescription benefit co-pays of \$20 name brand/\$10 generic, whether retail pharmacy or mail-order. The Board may move to the State Health Benefits Plan including the SHBP prescription drug benefit.

#### C. Washington National Meetings

The Superintendent shall permit representatives of the N.J.E.A. Washington National Income Protection Plan to meet with the employees for the purpose of enrolling new members and permitting present members to adjust their coverage's at faculty meetings on a district, or building level, at the request of the Association. Requests for such meetings shall be made no more than once a year.

It is agreed that the Washington National representative shall be permitted a minimum of twenty (20) minutes for the meeting after school.

D. Insurance protection shall be for twelve (12) full months, or until the employee leaves the Hopewell Township School System, after which the insurance coverage shall be terminated.

E. Insurance Waiver Incentive Payments: The following is contingent upon the district establishing an IRS 125 Account

1. An employee who waives single coverage in the medical plan will receive a payment from the Board of \$1,000.
2. An employee who waives single and dependent coverage in the medical plan will receive a payment from the Board of \$2,000.
3. An employee who waives single coverage in the prescription plan will receive a payment from the Board of \$500.
4. An employee who waives single and dependent coverage in the prescription plan will receive a payment from the Board of \$1,000.
5. In all cases, proof of alternative coverage will be required.
6. Employees experiencing "life changing circumstances" such that they lose their alternative coverage will be permitted back into the insurance plan immediately.

F. Employees retired from the Hopewell Township School District shall have the option of remaining in the existing insurance provided by the Board to its employees. Retired employees shall pay for the cost of the premiums. Premiums will be paid monthly, one month in advance of due date.

ARTICLE 11

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. 1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments.

2. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.

3. Pay day shall be the fifteenth and thirtieth of each month.

4. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

5. Ten (10) month employees shall receive their final checks on the last working day in June.

C. 1. The salaries of all coaches and sponsors of extracurricular activities covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.

2. Extracurricular salaries shall be paid on the first regular pay day following the completion of the activity.

D. Whenever any employee is required to use his own vehicle on school business, he shall be reimbursed at the prevailing IRS allowance rate at the time of the signing of this AGREEMENT; such rate to prevail for the duration of the AGREEMENT."

E. An employee must work 90 days in a given school year to qualify for an increment.

F. Longevity

1. In addition to all other compensation payable, all current employees (excluding those hired after June 30, 1996) shall receive a longevity payment in accordance with the following scale. Said payment shall become part of the employee's regular salary.

11 - 15 years	1% of employees salary
16 - 20 years	5% " " "

21 - 25 years	6%	"	"	"
26 - 30 years	7%	"	"	"
31+ years	8%	"	"	"

2. Longevity shall be defined as years of service in Hopewell district except that employees who were given prior service credit for experience outside the district shall be awarded one half ( 1/2 ) the longevity payment they would be eligible for had their prior service been in the district.

G. The Board will provide for direct electronic deposit of payroll checks in accordance with the rules of the bank utilized by the Board.

## ARTICLE 12

### Terms of Employment

#### A. CUSTODIANS AND MAINTENANCE PERSONNEL

1. Full-time custodians and maintenance personnel shall be employed on a 12 month basis with paid holidays as per Article 9 of this Agreement.
2. The work day shall be an eight and one-half hour (8 ½) day, which shall include a thirty (30) minute unpaid lunch.
3. The work week shall consist of five (5) consecutive work days comprised of forty (40) hours. A work week shall begin on Monday or Tuesday.
4. Overtime pay shall be calculated at a rate of time and one-half for hours in excess of eight and one-half (8 ½) hours in any work day or forty (40) work hours in any work week. All work performed on an approved holidays or on the sixth or seventh consecutive work day shall be calculated at a rate of time and one-half for the hours worked. Overtime must have the prior approval of the Superintendent.
5. Any employee called to return to work at any time other than his regular scheduled shift shall be paid a minimum of two (2) hours of work.

#### B. SECRETARIES AND CLERKS

1. The work day shall consist of seven and one-half (7 ½ ) hours, including a thirty (30) minute unpaid lunch break, except during the months of July and August, when the work day shall consist of seven (7) hours, including a sixty (60) minute unpaid lunch.
2. A work week shall consist of thirty-five (35) hours, except during the months of July and August, when the work week shall consist of thirty (30) hours.
3. During the normally scheduled recesses and emergency closings, where the school buildings

are closed, secretaries and clerical personnel will not be expected to report for work.

4. Overtime pay shall be calculated at a rate of time and one-half for hours worked in excess of seven (7) work hours in any work day or thirty-five (35) work hours in any work week, or at the option of the employee, by compensatory time off. All work performed on an approved holiday or on the sixth or seventh consecutive work day shall be calculated at a rate of time and one-half for the hours worked, or at the option of the employee, by compensatory time off. Compensatory time off shall be scheduled by mutual agreement between the parties so as to not interfere with the normal operation of the school. Overtime work must have the prior approval of the Superintendent.

### C. CERTIFIED TEACHING PERSONNEL

1. In-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.

An in-school work year is defined as one consisting of days when pupils are in attendance, orientation days, and any other days when teachers attendance is required by the Board.

#### 2. Extra Pay for Extra Service

a. Any teacher who is required to work beyond the regular teacher in-school work year above shall be compensated 1/185 of contract salary per day.

b. Any teacher performing bedside instruction shall be paid at an hourly rate based on the first step B.A. Guide in effect. Hourly rate will be determined by dividing 1/185 of the annual salary by 6.75 hours."

c. PREPARATION PERIODS- Teachers shall be guaranteed a minimum of 120 minutes duty free preparation time during each five day cycle during 2002-03, and a minimum of 160 minutes during 2003-04 and thereafter.

#### 3. Teaching Hours

All teachers shall be in the school building no later than 10 minutes before the start of homeroom. Teachers shall remain at least twenty (20) minutes after students are dismissed to buses, unless excused by special permission of the building principal or when bus duty assignments require otherwise. Effective with the 2003-04 school year, the student-teacher instructional day will be increased by ten minutes, but there shall not be an increase in the length of the overall teacher day, and the pre-student day shall remain shorter than the post-student day.

#### 4. Lunch Periods

a. Any teacher employed in both morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school, such duty-free lunch period shall not be less than thirty (30) minutes.

b. LEAVING THE BUILDING. Teachers may leave the building during their duty-free lunch

periods as long as they check in and out of the main office. This time is not to exceed their duty-free lunch period.

5. Teacher Day

a. PRIOR TO HOLIDAYS AND WEEKENDS. Meetings which take place after the regular in-school workday and which requires attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school except in cases of emergency. Meetings shall not exceed two (2) per month and not last more than forty-five (45) minutes after the arrival of the last teacher or at the discretion of the principal or presiding officer except in cases of emergency. Forty-eight (48) hour notice shall be given for any meetings.

b. LENGTH OF DAY. The arrival and departure times for all teachers shall be designated in Paragraph 3 of this section; however, their total in-school workday shall consist of not more than six (6) hours and forty-five (45) minutes, which shall include a duty-free lunch period as guaranteed to teachers in Paragraph 4 of this section.

### ARTICLE 13

#### Assignment, Voluntary and Involuntary Transfers and Reassignments

A. ALL EMPLOYEES SHALL BE GIVEN NOTICE OF CONTRACT AND SALARY GUIDES BY MAY 15.

B. Voluntary Position Change

1. No later than five (5) days after a vacancy becomes official the Administration shall deliver to the association and post in each building a list of known vacancies. Employees shall have five (5) days to apply for said vacancies.

2. Employees requesting a position change within the school system, shall be given written reply within 30 days of application. If denied such position change, explanation of the Board's reasoning shall accompany the reply.

C. Involuntary Position Change

Any employee who is to be involuntarily transferred to a new position shall be given notice in writing of such position change by May 15, unless an emergency warranting such change takes place after May 15. Said employees shall receive in writing the reason for the change and shall have the right to present his/her objection.

### ARTICLE 14

#### COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee, unless it involves possible violation of criminal law resulting from the employees employment in the Hopewell Township School District. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

## ARTICLE 15

### Payment for Graduate or Undergraduate Credits

A. Any teacher with three (3) or more years of service in the Hopewell Township School District may take undergraduate or graduate courses at any accredited college or university and shall be reimbursed at a rate to coincide with Rowan College of New Jersey rates per credit hour. Reimbursement per individual teacher shall be limited to no more than nine (9) credits completed between July 1 and June 30. The parties shall reopen negotiations four (4) months prior to the implementation of the 100 hour professional development requirement to negotiate any matters related to this requirement.

B. Teachers shall receive reimbursement for courses within their area of certification and/or the area of elementary education provided a grade of "B" or better is attained. Courses not meeting the above criteria shall require prior approval of the Superintendent. Undergraduate courses shall not count toward advancement on the salary guide.

## ARTICLE 16

### EVALUATIONS

A. All monitoring or observation of the work performance of an employee shall be conducted openly, and the use of eavesdropping, public address, audio systems and similar surveillance shall be strictly prohibited.

B. Whenever and wherever written observations and/or evaluation reports are prepared by an evaluator, there shall be a follow-up conference between the evaluator and the employee within five (5) school days of said observation and/or evaluation. The employee shall be given a copy of any observation and/or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. (Employees shall have the right to submit a written reply to written evaluation, a copy of which shall be attached to said evaluation.)

C. Employees shall have the right, upon request, to review the contents of their personnel file and

to receive a copy, from school equipment at Board expense, of any documents in the employee's file.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit, within five (5) school days, a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

E. An observation and/or evaluation report shall be conducted by appropriately certified personnel in accordance with the format adopted by the Hopewell Township Board of Education for the current school year. Evaluation of support staff personnel will be conducted by a supervisor of support staff personnel who will not be a member of the Association and is recognized by the Board as a supervisor of cafeteria, secretarial and custodian personnel.

F. 1. Each tenured teacher shall be observed at least twice per year, one of which must be a formal observation.

2. Each tenured teacher shall also be given an annual performance report as prescribed in the Tenured Teacher Evaluation Guidelines of 1979.

3. Each non-tenured teacher shall have at least three (3) formal observations per year.

4. Each non-tenured teacher shall also receive an annual performance report as prescribed in the Tenured Teacher Evaluation Guidelines of 1979.

5. Secretarial and custodial staff personnel shall have at least one formal evaluation per year.

## ARTICLE 17

### Miscellaneous Provisions

#### A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

#### B. Printing Agreement

Copies of this final Agreement shall be printed and the expense shall be shared equally by the Board and the Association. This shall be done within thirty (30) days after the Agreement is

signed. The Agreement shall be presented to all employees now employed in the Hopewell Township System.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.

D. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

E. Separability

If any provision of the Agreement or an 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 force and effect.

F. Dental Care

All employees will be reimbursed for personal dental care up to a maximum of \$150.00, upon presentation of paid dental receipt. This payment shall be deemed secondary and not paid where other insurance is being paid.

G. New Teacher Placement on Salary Guide

New teachers to be hired at a step to be negotiated between teacher and the Board, and there will be no readjustment of salary guide upon achieving tenure.

**ARTICLE 18**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. In witness whereof, the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written above.

HOPEWELL TOWNSHIP BOARD OF EDUCATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

HOPEWELL EDUCATORS' ASSOCIATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

**SCHEDULE A 2002-03**

**CERTIFIED TEACHING PERSONNEL SALARY GUIDES**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>
A.	38083	39225	40480
1.	39288	40430	41685
2.	40543	41685	42940
3.	41798	42940	44195
4.	43053	44195	45450
5.	44309	45450	46705
6.	45564	46705	47960
7.	47169	48310	49566
8.	49125	50266	51521
9.	51146	52287	53543
10.	54882	56023	57278

**SCHEDULE A 2003-04**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>
A.	40000	41142	42397
1.	40975	42117	43372
2.	41949	43091	44346
3.	42923	44065	45320
4.	44178	45320	46575
5.	45524	46665	47920
6.	47079	48220	49475
7.	48984	50125	51381
8.	51040	52181	53436
9.	53581	54722	55978
10.	57107	58248	59503

**SCHEDULE A 2004-05**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>
A.	42000	43142	44397
1.	42770	43912	45167
2.	43539	44681	45936
3.	44309	45451	46706
4.	45058	46200	47455
5.	46314	47455	48710
6.	47769	48910	50165
7.	50174	51315	52571
8.	52630	53771	55026
9.	55401	56542	57798
10.	59317	60458	61713

**SCHEDULE B**

	<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>
I.	847.00	887.00	929.00
Boys Basketball	↓	↓	↓
Co-Ed Soccer			
Co-Ed Softball (Team 1)			
Co-Ed Softball (Team 2)			
Field Hockey			
Girls Basketball			
II.	601.00	629.00	659.00
Bowling (2 stipends, 8 sessions)	↓	↓	↓
Cheerleading			
Drama Club			
Honor Society			
Jerseyemen			
Student Council			
Yearbook (2 stipends)			
III.	431.00	451.00	472.00
Debate Club	↓	↓	↓
Earth Club			
Future Business Leaders America			
Safety Patrol			
After School Clubs			

Dances	51.00/dance	53.00	56.00
*Curriculum Council	153.00	160.00	168.00
Crowd Control	30.00/game	—————▶	
Detention	20.00	25.00	30.00

\*Attendance at these meetings is required in order to receive full stipend. Absence from a meeting will result in a reduction of the stipend by one tenth (1/10).

### SCHEDULE C

#### SUPPORT STAFF SALARIES

##### SECRETARIES-CLERKS

YEAR	CLASS 3	CLASS 2	CLASS 1
2002-03	29513	31257	32420
2003-04	30900	32726	33944
2004-05	32352	34264	35539

##### CUSTODIANS

YEAR	CLASS 3	CLASS 2	CLASS 1
2002-03	31825	34731	36115.
2003-04	33320	36363	37813
2004-05	34886	38073	39590

##### STIPENDS

Secretary to the Child Study Team.....	\$300.00
Pesticide License.....	\$250.00

##### DEFINITIONS

2002-2003- Third Class - Those having less than six years accredited service at the beginning of the contract year.

2003-2004- Third Class - Those having less than seven years of accredited service at the beginning of the contract year.

2004-2005- Third Class - Those having less than eight years of accredited service at the beginning of the contract year.

2002-2003- Second Class - Those having at least six but less than twelve years of accredited service at the beginning of the contract year.

2003-2004- Second Class - Those having at least seven but less than thirteen years of accredited service at the beginning of the contract year.

2001-2002- Second Class - Those having at least eight but less than fourteen years of accredited service at the beginning of the contract year.

2002-2003- First Class - Those having twelve or more years of accredited service at the beginning of the contract year.

2003-2004- First Class - Those having thirteen or more years of accredited service at the beginning of the contract year.

2004-2005- First Class - Those having fourteen or more years of accredited service at the beginning of the contract year.