

PREAMBLE

This agreement dated this 26th day of May 2009, by and between the Board of Education of Hope, the Township of Hope, New Jersey hereinafter called the "Board" and the Hope Education Association, hereinafter called the "Association",

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Hope Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

A. Unit

The Board hereby recognizes the Association as the sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel certified to teach in the Hope Township School and for the custodial staff, but excluding the Superintendent, School Business Administrator, Principal, Assistant Principal, the Head Custodian, Aides and substitute personnel.

B. Definitions

1. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all certified teachers holding standard certificates issued by the NJ State Board of Examiners, represented by the Association in negotiating unit as defined, and references to male teachers shall include female teachers.

2.a. Unless otherwise indicated the term "custodian" when used hereinafter in this agreement, shall refer to non-certificated custodial staff employees. References to male custodians shall include female custodians.

2.b. It is understood by the parties to this Agreement that custodial staff members serve in positions for which tenure is neither implied nor granted by the Hope Township Board of Education. These individuals shall be appointed on a yearly basis.

3. When used hereafter, the term "employee" or "unit member" shall refer to both certificated and non-certificated members of the Association. References to males shall include females.

**ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in good-faith effort to reach agreement on all matters concerning the terms and conditions of unit member's employment. Such negotiations shall begin not later than a date so stipulated by law.

Any agreement so negotiated shall apply to all unit members, be reduced to writing, and be signed by the Association and by the Board.

B. 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.

**ARTICLE III
SALARIES**

A. Salaries - Teachers

1. Teacher salary guides are attached hereto and made a part hereof as Schedules A-1, A-2, A-3 and Schedule BA for Co-Curricular stipends.

2. Compensation for work outside of the normal work day shall be equal to one two-hundredths (1/200) of the teacher's annual salary. Hourly rate of work outside of the normal work day shall be equal to one-seventh (1/7) of the daily rate. Compensation shall only be granted when work has been assigned or approved by the Superintendent. Examples shall include, but not be limited to curriculum, state monitoring activities and committee work.

B. Payment

1.a. Teachers employed under the terms of this Agreement shall be paid in twenty (20) equal semi-monthly installments; checks shall be payable on the 15th and the 30th of each month, unless these days occur on a weekend or holiday in which case payment shall be made on the last school day preceding the weekend or holiday. Final payment shall be made on the last school day and upon completion of all teaching responsibilities and duties.

1.b. A salary differential due to earned credit hours shall be anticipated by a letter of intent to the office of the Board by December 15 of the previous school year.

2. Custodians employed under the terms of this Agreement shall be paid in twenty-four (24) equal semi-monthly installments; checks shall be payable on the 15th and the 30th of each month, unless these days occur on a weekend or holiday in which case payment shall be made on the last work day preceding the weekend or holiday.

C. Savings

Employees shall have the option of having any percentage of their salaries withheld until the last day in June. Elections shall be delivered, in writing, to the Business Administrator on January 31st or July 31st and shall be effective beginning one month thereafter.

D. Salaried – Custodians

1. The salaries of custodial unit members are shown on the guide attached and made a part hereof as Schedule C. The custodial daily rate shall be calculated as 1/240th of the annual salary.
2. Premium Pay:
 - a. Custodians shall be paid overtime at the rate of one and one-half (1 ½) times their regular hourly rate for work beyond forty (40) hours in any one work week. The hourly rate shall be calculated as 1/1920th of the individual's annual salary.
 - b. Custodians shall be paid at the rate of double time (2x) their regular hourly rate for work on Sundays. Only actual hours worked shall be compensated.
3. Black Seal
 - a. Effective July 1, 2008, July 1, 2009 and July 1, 2010, the "Black Seal" stipend shall be \$200.00 each year, and rolled into and applied to the base salaries of the custodial employees.
 - b. Effective June 30, 2011, this stipend shall no longer be paid for "black seal" license.
 - c. The Board of Education shall still be required to pay the "black seal" renewal fee every time the renewal fee is required to keep said license.

**ARTICLE IV
ADDITIONAL BENEFITS**

A. Health Benefits

1. The Board shall pay the premium for basic hospitalization, basic medical-surgical and major-medical coverage for all employees who elect to join the group plan. The parties agree that this insurance coverage shall be that which is provided through the New Jersey State Health Benefits Program. For those employees eligible for family coverage, the Board shall pay the premium for this added coverage. The Board reserves the right to determine the carrier and plan (providing no decrease in coverage). Effective July 1, 2009, any new employee working part-time and hired after 7/1/09 shall be required to work a minimum of (30) thirty hours per week to qualify for medical benefits. The Board agrees to grandfather the current recipients (as of 7/1/96) working between 20 and 30 hours; anyone less than 20 hours is not included.

2. The Board agrees to provide a prescription plan for each individual employee. All employees who were receiving coverage for children, spouse or family as of June 30, 2005, will be "grandfathered" and continue to receive the same coverage that they were receiving on June 30th. All other employees shall receive single coverage only with the option of purchasing coverage for their spouse and/or children at their own cost. There will be a co-pay provision of \$15.00 for name brand drugs, \$10.00 for generic drugs, \$15.00 for mail orders. The prescription plan provides that a unit member must be employed for not less than 30 hours per week.

3. The Board agrees to provide a dental plan for each individual employee. All employees who were receiving coverage for children, spouse or family as of June 30, 2005, will be "grandfathered" and continue to receive the same coverage that they were receiving on June 30th. All other employees shall receive single coverage only with the option of purchasing coverage for their spouse and/or children at their own cost. The coverage shall be subject to a \$25.00 deductible per person, and a \$75.00 deductible per family per calendar year with the Board of Education paying the entire premium. The dental plan provides that a teacher must be employed for not less than 30 hours per week. Benefits will be capped at \$2,000 per employee for each school year covered by this contract.

4. The Board shall provide \$10,000 of term life insurance for each teacher covered under the New Jersey State Health Benefits Program referred to in Article IV.A.1.

5. Any employee who exercises his/her option not to receive prescription and/or dental insurance shall receive 50% of the premium savings realized by the Board of Education. If after opting out of such coverage(s), the employee shall have the right to opt back in upon the occurrence of a qualifying event.

B. Tuition Payments (teachers only)

These payments will follow the procedure listed below:

1. The teacher must have Superintendent approval prior to registration for the course except where such course is a part of a previously approved course of study for Masters or Doctoral Program. As a condition precedent to the approval of any course or for a Masters or Doctoral Program, it must be relevant to the teacher's present or anticipated Hope position.

2. The Board of Education will reimburse teachers for tuition for graduate courses not required for initial certification. Reimbursement shall be made during the contract year (July 1 to June 30) up to a maximum of nine (9) credits, per teacher, per year at the current Rutgers University graduate rate for New Jersey residents.

3. The course must be at a graduate level, part of a post Bachelor's degree program and not required for certification.

4. The college offering the credits must be accredited.

5. Tuition payments shall exclude food, lodging, books, and transportation.

6. In the event of special workshops and seminars, and/or professional development programs, special consideration will be given with the approval of the Superintendent and the Board.

7. The Board will pay full cost of tuition, mileage, food (not exceeding \$35.00 per day), lodging, and other expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training session which a teacher is required or requested to attend by the administration with the approval of the Board of Education. The teacher shall also be compensated at the rate of \$15.00 per hour for all time spent in actual attendance at such sessions. All such workshops must occur outside of the teachers' regular working hours.

8. Successful completion evidence required. A grade of 3.0 (B) or better is required for tuition reimbursement.

9. Tuition reimbursement which is paid pursuant to this section shall be repaid to the District in the event that the recipient terminates employment within a two (2) year period of course completion, except in the following circumstances

a. Serious illness of a teacher or a family member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family;

b. Change of spousal or domestic partner employment necessitating a geographical relocation

c. Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.

d. Death of the employee.

10. Voucher for reimbursement shall be submitted whenever the teacher receives evidence required.

C. Convention Expenses (teachers only)

The Board will give assistance to those teachers who attend the N.J.E.A. Convention. Total reimbursement of \$60.00 for attendance on a daily basis is allowed for each school year, per teacher. Total reimbursement of \$100.00 will be made if stay is over night and proof is presented to the Superintendent upon return to work and accompanies the request for allowance.

D. Retirement

1. Teachers: Upon retirement from the Hope Township School system, a teacher shall be reimbursed at a rate of \$55.00 per day for accumulated sick leave within the Hope Township School District if the Board is notified by January 15 of retirement year. If no notice is given before January 15, then the rate is \$45.00.

To be eligible, a teacher must have taught a minimum of fifteen (15) years in the Hope Township School District. "Retirement" shall be defined as retiring according to the provisions of the T.P.A.F. in order to receive immediate benefits and not merely "deferred payments".

2. Custodians: Upon retirement, after 15 years employment with the Hope Township School system, a custodian shall be reimbursed at a rate of \$25 per day for accumulated sick leave within the Hope Township School District if the Board is notified by January 15 of retirement year. If no notice is given before January 15, then the rate is \$15.

To be eligible, a custodian must have worked a minimum of fifteen (15) years in the Hope Township School District. "Retirement" shall be defined as retiring according to the provisions of the P.E.R.S. in order to receive immediate benefits and not merely "deferred payments".

E. Evaluation Copies (teachers only)

A teacher must be given a copy of any class visit or evaluation report prepared by his evaluators within fifteen (15) working days of the observation and at least one (1) day before any conference to discuss it. No such report shall be submitted to the Superintendent's office, 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.

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional services without just cause.

F. Extra Curricular Activities (teachers only)

Salary Guide is attached as Schedule B and made a part hereof.

1. The Board agrees to negotiate a rate for Affirmative Action Officer if an officer should be appointed from the bargaining unit.

G. Automobile Compensation

A teacher and/or custodian who drives to activities which take place away from the school building shall be compensated at the rate of the NJ OMB rate allowable for the use of his/her own automobile. Reimbursement shall be within 45 days of submission and shall be in a separate check.

H. Homebound Instruction Compensation (teachers only)

When a teacher is required by the Superintendent to provide homebound instruction, he/she shall be compensated at the rate of \$23.00 per hour.

I. Overnight Services (teachers only)

Any teacher accompanying students on a Board approved overnight field trip or activity shall be compensated at a rate of \$100.00 per night. If lodging is not otherwise provided for, the Board agrees to incur the full cost of lodging and meals for those teachers. If the return time on the final day of an overnight field trip or activity extends beyond 6:00 P.M., all teachers shall be compensated at their hourly rate as specified in Article III.A.2 for time beyond 6:00 P.M.

The Board shall adopt a policy to deal with teachers' out of pocket expenses.

**ARTICLE V
LEAVE POLICY**

A. Sick Leave

1. All teaching staff shall be given an annual sick leave on the basis of one (1) day per month or proportional month of annual contract. For example: A salaried full time teacher on a ten (10) month contract shall receive ten (10) days of sick leave; a half-time salaried teacher on a ten (10) month contract shall receive five (5) days of sick leave. As an additional example: A teacher who starts the first day after the Christmas recess and works through June 30th, he/she shall receive six (6) days of such leave. The unused sick leave shall be accruable.

2. Custodial staff members employed on a twelve month contract shall receive twelve (12) annual sick days. Unused sick leave shall be accruable.

B. Temporary Leaves of Absence

1.a. All teacher staff shall be given an annual leave of one (1) day for each two (2) months of annual contract for personal emergencies or business. For example: A salaried full-time teacher on a ten (10) month contract shall be entitled to a maximum of five (5) days. Notice for use of personal days must be given to the Superintendent no later than the beginning of the previous work day except in emergency cases.

1.b. Custodial staff members shall be eligible for a maximum of five (5) personal days pursuant to the calculation outlined in 1.a. above.

2. Personal leave for part-time salaried teachers shall be pro-rated accordingly. Example: ½ time teachers on a ten (10) month contract shall receive two and one-half (2 ½) personal days.

3.a. Personal days shall not be granted to employees before or after regularly scheduled school holidays or vacation periods nor during the first or last two weeks of school, without the express written permission of the Superintendent. An employee must provide the Superintendent with reasons for the need for personal leave in such cases. The decision of the Superintendent is final and not subject to the grievance procedure herein.

3.b. No more than two (2) personal days may be taken consecutively. Should such a request be made, the employee must provide the Superintendent with reasons for the need for personal leave in such cases. The decision of the Superintendent is final and not subject to the grievance procedure herein.

4. Unused personal leave shall accrue as sick leave at the end of the school year.

C. Death in the Family

All unit members shall be entitled to a temporary leave of absence with pay for a maximum of five (5) days for the death of a spouse, issue, or parent; of two (2) days for the death of a grandparent, sibling or parent-in-law; and of one (1) day for the death of a grandchild, sibling-in-law, aunt or uncle. All such bereavement leave shall be taken within two (2) weeks of the death unless a memorial service is held at a later date.

D. Limitations

For any days taken beyond those provided in the policy set for the foregoing, 1/200th of the yearly salary will be deducted for each day for teaching staff members. 1/240th of the yearly salary will be deducted for custodial staff members.

E. Custodial Vacation

1. During the first year of employment, a custodial employee shall accrue one (1) day of vacation for every thirty-six (36) days worked to a maximum of ten (10) days. New employees may take earned vacation after completing six (6) months of employment.
2. During years two through five of employment, a custodian shall be eligible for ten (10) days of vacation.
3. After five (5) full years of employment in the District, a custodian shall be eligible for one (1) additional vacation day for each year worked up to a maximum of fifteen (15) vacation days.
4. Vacation must be taken within one (1) year after it is earned.

F. Incentives

Any full time employee who has perfect attendance and has not been tardy and who has not taken any sick or personal days shall receive a bonus of \$500.00.

Any full time employee shall have the option of selling back to the Board unused personal days as follows:

5 days	-	\$500.00
4 days	-	\$360.00
3 days	-	\$240.00

Part-time employees' bonus shall be pro-rated.

ARTICLE VI

A. Work Weeks and Days

1.a. The normal in-school work week for all teaching staff for the 2008-2009 school year shall alternate between thirty-two and one-half (32-1/2) hours and thirty-three and one-half (33-1/2) hours per week in order to provide that the teachers shall be required to attend a one-hour after school faculty meeting every other week. Effective July 1, 2009, the Board of Education shall apply fifteen (15) minutes to the employees work day as necessary by educational needs. The normal in-school work week for all teaching staff for the 2009-2010 and 2010-2011 school years shall alternate between thirty three and three quarter (33.75) hours and thirty four and three quarter (34.75) hours per week in order to provide that teachers shall be required to attend a one-hour after school faculty meeting every other week. The normal in-school work day for 2009-2010 and 2010-2011 shall not exceed 6-3/4 hours except for the one day every

other week when the one hour after school faculty meeting is held. The fifteen (15) minutes starting in the 2009-2010 year will be unassigned time used for educational purposes such as parent calls, lesson planning, and conferencing with other colleagues. At the beginning of 2009-2010 and 2010-2011 school years, teaching staff shall select to utilize the fifteen (15) minutes either at the start or the end of the school day. The Board shall have the right to determine starting and finishing times within these parameters. Starting and finishing times will not be changed arbitrarily after established for the school year except as the result of unforeseen emergencies.

1.b. Effective July 1, 2010, there shall be fifteen minutes less for the employee lunch periods, used for the educational necessities of the district.

2.a. The work week for custodial staff shall be five (5) days per week, fifty-two (52) weeks per year subject to the provisions of (c) following.

2.b. The workday for custodial staff shall be eight (8) hours per day during hours assigned by the administration. Such workday shall include a thirty (30) minute lunch break.

2.c. The work year shall be subject to the following holidays: New Years' Day, Martin Luther King's Birthday, Presidents' Day (1), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Recess (the school district offices are closed during this recess, however custodial staff shall work two (2) days during this period. These days will be arranged in advance with the Superintendent of Schools or his/her designee.)

B. Pupil Time

The pupil in-school week shall be thirty-one and a half (31-1/2) hours and each teacher shall be entitled to a duty free lunch period each day and non-pupil contact preparation time of not less than 42 minutes per day. Effective July 1, 2010, there shall be fifteen (15) minutes less for the employee lunch periods, used for the educational necessities of the district.

C. Teacher Work Year

1. There shall be a maximum of 185 teacher days and maximum of 183 student-contact days.
2. The next to the last school day shall be a four-hour session for students and a full day for teachers. The last day shall be a four-hour session for both students and teachers.
3. The day before Thanksgiving and the last day before Christmas break shall be four (4) hour sessions for both students and teachers.

D. Compensation for School Events

Teachers will be compensated for "Winter Concert", and "Spring Concert", and/or any other similar evening events such as a band recital, a fund raiser, etc. Calculation of the compensation amount shall be based on Article III, Paragraph A-2 of this contract. Such teachers shall report to the CSA upon arrival and shall inform the CSA upon departure. The Board of Education reserves the right to assign if adequate representation is not going to be present. In cases where more than adequate representation from the teaching staff volunteers to be present, the CSA will have the right to limit the number. Advance notice of volunteers and/or assignment procedure will be implemented.

E. Back-To-School Night

"Back-To-School" Night shall be an uncompensated evening event which shall be attended by all teachers, except for those who present the Superintendent with a valid reason for not attending.

F. Structured recreation shall be assigned to teacher staff members in keeping with the practice that no teacher shall be assigned structured recreation more than one (1) time every fourth day.

ARTICLE VII
UNPAID-LEAVE
(teachers only)

A. After seven (7) consecutive years of service in the Hope School, a teacher who so desires shall be granted an unpaid leave for one (1) school year to pursue non-educational interest.

Upon return from unpaid leave, the teacher shall move up one step on the salary guide.

Requests for unpaid leave must be received no later than the third (3rd) Tuesday in January. Action must be taken by the Board by the third (3rd) Tuesday in February of the school year preceding the leave. Such leave time shall not be applied towards retirement, longevity, or accrued sick leave.

1. Limitations

(a) Leaves shall be granted to the applicants with the most seniority in the Hope School District.

(b) No more than one (1) unpaid leave shall be granted in any school year.

B. Leave of Absence – Maternity

1. A teacher who is pregnant shall notify the Superintendent as to the dates required for this leave.

2. Request for maternity leave of absence shall be made by completing the form “Application for Maternity Leave of Absence”, and presenting it to the Superintendent no later than six (6) weeks prior to the requested date of leave. The teacher shall give the Superintendent notice of her anticipated delivery date at least four (4) months prior to said date.

3. The effective date of the leave shall be both in the best interest of the school system and consistent with the health and welfare of the teacher. If the requested maternity leave is to be preceded by a paid “sick leave” or disability period, the effective date of the unpaid maternity leave may precede the initial date of the “sick leave” period. The start of any maternity leave, as distinguished from sick leave, shall coincide with either the beginning of a marking period or the beginning of a unit of study. The teacher shall assign a grade for that portion of the course completed and shall meet with her replacement to facilitate a smooth transition.

4. The leave of absence shall become effective on the last day of formal employment. The leave for a teacher under tenure may extend for a period of twenty-four (24) months. The leave for a non-tenured teacher shall not exceed existing employment contract.

5. A non-tenured teacher’s reinstatement after maternity leave will depend upon the Board’s satisfaction with previous effectiveness. The Board is under no obligation to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or child birth. The maternity leave period shall not be counted for tenure purposes.

6. A staff member on maternity leave shall return to work at either the start of the school year or the day after Christmas recess following the expiration of the approved leave.

7. Accumulated sick leave as prescribed by law will apply but only to the extent of the sick leave accumulated while employed by Hope Township School. Accumulated sick leave may only be used during period of actual disability. All other periods during which a teacher is away from work as a result of child bearing or child rearing shall be deemed unpaid maternity leave. For the purpose of this Article, a teacher is entitled to presumption of disability thirty (30) days before and thirty (30) days after the birth of her child.

8. Application for returning to work shall be made to the Superintendent in writing by April 1 for a September return and by October 15 for a January return.

9. Upon return at the beginning of a marking period, the teacher shall be placed on the same step and guide in effect when her leave commenced, with all benefits previously accrued. If the teacher served five (5) full calendar months prior to the effective date of the leave, she will be placed on the next higher step upon returning in September of the following year or the day after Christmas recess.

10. Any tenure teacher adopting an infant child shall receive similar leave which shall commence upon the teacher's receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE VIII GRIEVANCE

A. Procedure

Any individual members of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. He, the Association, or any other participant in the grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of presenting the grievance or participation in the procedure. He shall have the right to present his own appeal or designate representatives of the Hope Education Association or another person of his choosing to appear with him at any step of the grievance.

The presentation of grievance shall proceed as follows:

Level One: Immediate Supervisor

Grievance shall first be brought to the attention of the Immediate Supervisor in writing within thirty (30) days of the cause of grievance. A form approved by the Association and the Board shall be used. Every effort should be made to resolve the problem informally at this level.

Level Two: Superintendent

If the problem is not solved to the satisfaction of the aggrieved at Level One, or if no decision has been rendered within ten (10) school days, the aggrieved may request a meeting with the Superintendent.

Level Three: The Board

If the problem still is not solved to the satisfaction of the aggrieved at Level Two, or if no decision has been rendered within ten (10) school days, the aggrieved may request a meeting with the Board.

Level Four: Arbitration

1. If the aggrieved person does not agree with the decision rendered at Level Three, or if no decision has been rendered within ten (10) school days after meeting with the Board, he may file for arbitration. The Association shall then present within fifteen (15) days written notice of submission to arbitration to the Board Secretary.

2. A maximum of twenty (20) school days shall be allowed for the selection of an arbitrator mutually agreed upon by the Association and the Board. If the parties are unable to agree upon an arbitrator within the agreed time limits, then application shall be made to the American Arbitration Association and both parties shall be bound by the rules and regulations of the American Arbitration Association.

3. The decision of the arbitrator shall be binding on each party. The costs of the services and expenses of the arbitrator will be borne equally by the Association and the Board.

B. Miscellaneous Provisions and Conditions:

1. 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, may be modified by mutual agreement.

2. The Association shall have the right to be present at all stages of the grievance procedure.

3. The Superintendent can, at his option, request a designee of the Board to be present at any meetings in Level One.

4. The Board shall have the right to have present at all meetings whatever representation or consultants they deem necessary.

5. 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 representatives.

6. All employees, including the grievant, shall continue under the direction of the Superintendent until such grievance is properly determined.

**ARTICLE IX
AGENCY FEE**

A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association once each month, not later than the 15th of the month.

B. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, losses or damages incurred as a result of this clause.

C. Effective July 1, 1996, any teacher in the bargaining unit on the effective date of the Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deductions.

D. The representation fee shall be in an amount not greater than 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4 (2) (c) and (3) (L.1979, c.477), and membership in the Association shall be available to all teachers in the unit on an equal basis at all times. In the event the Association fails to certify to the Board that it maintains such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

**ARTICLE X
RETURN OF CONTRACTS**

Non-tenured teachers shall return their contracts or letter of non-intent within two (2) weeks of the receipt of the Notice of Renewal. Such a letter of non-intent will be binding.

**ARTICLE XI
DURATION OF AGREEMENT**

This agreement shall be effective on the first day of July 2008 and shall continue in effect until the thirtieth day of June 2011.

**ARTICLE XII
MANAGEMENT RIGHTS**

A. Management Rights Issue

1. 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 applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

2. It is expressly understood and agreed by the parties that in the event that any of the provisions set forth herein are determined by any existing litigation, or subsequent litigation instituted in either the Federal District Court of New Jersey or the Superior Court of New Jersey or before the Department of Education or any other applicable body having jurisdiction over the subject matter to be unconstitutional or unenforceable, then the language herein shall become null and void, except for the extent is permitted by law.

3. It is expressly understood and agreed that the Board of Education reserves the right to determine the qualifications and the assignment of teaching staff members to extracurricular or co-curricular activities.

**ARTICLE XIII
COPIES OF CONTRACT**

An adequate number of copies of this Agreement shall be reproduced at the Board's expense and presented to the Association within 15 days of formal ratification.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested to by its Secretary.

HOPE EDUCATION ASSOCIATION

WITNESS:

Secretary

HOPE TOWNSHIP BOARD OF EDUCATION

ATTEST:

Secretary