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1988 - 1990 AGREEMENT

BETWEEN

HOPE TOWNSHIP BOARD OF EDUCATION

AND

HOPE EDUCATION ASSOCIATION

X July 1, 1988 - June 30, 1990

PREAMBLE

"This agreement proposed this day of December, 1988, 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 Elementary School but excluding the Chief School Administrator, Child Study Team members and Substitute personnel.

B. Definition of Teacher

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

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 teachers' employment. Such negotiations shall begin not later than a date so stipulated by law.

Any agreement so negotiated shall apply to all teachers, be reduced to writing, 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

A. Salaries.

1. A dollar increase of \$34,447.50 over the total teachers salaries for the 1987-88 contract year not to exceed \$422,800. This amount is based on the 14.65 teachers employed as of September 1987. Any horizontal movements attained by these 14.65 teachers after September 1987 will not be included in the \$422,820.00. The average increase per teacher is \$2,350.

2. A dollar increase of \$38,090.00 over the total teachers salaries for the 1988-89 contract year not to exceed \$460,890.00. This amount is based on 14.65 teachers employed as of September 1987. This amount is based on the degree level that was attained as of September 1987. Any horizontal movements attained by these 14.65 teachers after September 1987 will not be included in the \$460,890. The average increase per teacher is \$2,600.00.

3. Salary guides to follow as addendums #1 and #2.

4. 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 by the Chief School Administrator. Examples shall include, but not be limited to curriculum, state monitoring activities and committee work.

B. Longevity

The Hope Township Board of Education adopts the following longevity guide:

15-19 years inclusive - \$ 500.00 annually
20-24 years inclusive - \$1,100.00 annually
25 years - \$1,800.00 annually
After 25 years - \$1,800.00 plus \$100.00 for each
additional year past 25 - annually

GUIDELINES:

1. Years of service must be in the Hope Township School District.
2. Part-time personnel receive the percentage of increment equal to the percentage of the time they work (i.e. 1/2 time employee will receive 50% of the increment).
3. The above increments are not cumulative.

C. Payment

1. 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 30th of each month unless these days occur on a weekend, in which case payment shall be made on the last school day preceding the weekend. Final payment shall be made on the last school day and upon completion of all teacher responsibilities and duties, but in no event prior to the 15th of the month.

2. A salary increment due to earned credit hours shall be anticipated by a letter of intent to the office of the Board by December 15th of the previous school year. Failure of an occasional member shall not be valid reason to withhold.

3. Those teachers desiring, may opt for a twelve (12) month pay period. Those teachers will be paid every 15th and 30th day of each month. Application for the twelve (12) month pay period must be made to the Board Secretary by July 1st, and payment will begin with the first payment in September.

D. Savings

Ten percent (10%) of net salaries will be withheld for those teachers desiring, until the last school day in June. This money shall be held by the Tri-County Credit Union.

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 those employees electing to join the group plan. For those employees eligible for family coverage,

the Board shall pay the premium for this added coverage. The Basic plan shall revolve around the wrap-around package. The Board reserves the right to determine the carrier and plan (providing no decrease in coverage). No insurance benefits shall be provided for any employee who works less than thirty (30) hours.

2. The Board agrees to provide a prescription plan for the individual teachers and for those eligible for family coverage. There will be a deductible provision of \$3.00.

3. The Board agrees to provide financial assistance of a maximum amount of \$5,500.00 per year to the Association towards the payment of premiums for a dental plan for the 1988/89 contract year and for the 1989/90 contract year. The Board agrees to provide a dental plan for the individual teachers and for those eligible for family coverage. All premiums in excess thereof shall be paid by the Association.

B. Tuition Payments

These payments will follow the procedure listed below:

1. 75% of the total tuition cost not to exceed \$850.00 per employee per annum.
2. Payment will apply in the contract year in which courses are approved by the Chief School Administrator.
3. Graduate course.
4. Administrative approval prior to registration for course.
5. Accredited college.
6. Related to the field of Education that the teacher is employed by the Board.
7. Excluding food, lodging and transportation.
8. In the event of special workshops and seminars, special consideration will be given with the approval of the Chief School Administrator and the Board.
9. The Board will pay full cost of tuition, mileage, food, lodging, and other expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions 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 \$9.00 per hour for all time spent in actual attendance at such sessions. All such workshops must occur outside of the teachers regular working hours.

10. Successful completion evidence required.

11. Voucher for reimbursement may be submitted whenever the teacher receives evidence required.

C. Convention Expenses

The Board will give assistance to those teachers who attend N.J.E.A. Convention. A \$30.00 maximum is allowed for each school year, per teacher. Documentation of attendance shall be presented to the Chief School Administrator upon return to work and should accompany the request for allowance.

D. Retirement

Upon retirement from the Hope Township School system, a teacher shall be reimbursed at a rate of thirty (\$30) dollars for each day of accumulated sick leave within the Hope Township School system. To be eligible, a teacher must have taught a minimum of fifteen (15) years.

E. Evaluation Copies

A teacher must be given a copy of any class visit 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 Chief School Administrator'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

Coaches for all sports approved by the Board shall receive \$650 for 1988-89 and \$700 for 1989-90. The Board agrees to employ an assistant coach for any sport where the student enrollment exceeds fifteen (15) students. Assistant coaches will receive \$425 for 1988-89 and \$475 for 1989-90.

The safety patrol advisor shall be compensated with a stipend of \$950.00 per annum.

Officials for all Warren County Junior Athletic Conferences (W.C.J.A.C.) sanctioned contests shall receive the rate per contest as established by the W.C.J.A.C.

The teacher in charge shall receive \$1,350.00 per annum.

The Student Council Advisor shall be paid a stipend of \$400; the Band

Advisor shall be paid a stipend of \$400 and the Olympics of the Mind Advisor shall be paid a stipend of \$350. The duties and hours for these three positions shall be same as they were for the 1987-88 school year.

ARTICLE V
LEAVE POLICY

A. Sick Leave

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) months contract shall receive ten (10) days of sick leave; a half-time salaried teacher on a ten (10) months contract shall receive five (5) days of sick leave. The unused sick leave shall be accruable.

B. Temporary Leaves of Absence

1. All teaching 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) months contract shall be entitled to a maximum of three (3) days for personal reasons and two (2) days for emergencies. The two (2) emergency days must have the approval of the Chief School Administrator. Emergency days shall be defined as days to transact business of a personal nature that could not have been foreseen. Notice for use of personal days must be given to the Chief School Administrator no later than the end of the previous work day.

Personal and emergency leave for part-time salaried teachers shall be pro-rated accordingly. Example: 1/2 time teachers on a ten (10) months contract shall receive one and one half (1 1/2) personal and one (1) emergency day.

These days are not accruable. The intent of these days is for the well being of the teacher.

Teachers shall be reimbursed for personal days not used (maximum of 3) during the school year at a rate equal to the rate of a substitute teacher per day. This payment shall be made by June 30th of the current school year.

C. Death in the Family

All teaching staff 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 and of three (3) days for the death of a grandparent, sibling or parent-in-law.

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.

ARTICLE VI

A. Work Weeks and Days

The normal in-school work week for all teaching staff shall be thirty-three (33) hours per week and no single in-school work day shall exceed seven (7) hours. 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.

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 180 minutes per teacher in-school week (which is an average of 36 minutes per day) with not less than 15 minutes nor more than 45 minutes per day.

C. Year

There shall be a maximum of 184 teacher days and maximum of 183 student-contact days.

D. Compensation or Back to School Events

Teachers will be compensated for "Back to School Night", "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-4 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.

ARTICLE VII UNPAID-LEAVE

A. After seven (7) 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 noneducational 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 most seniority in the Hope School District.
- b. No more than two (2) unpaid leaves shall be granted in any school year.

B. Leaves of Absence-Maternity

1. A teacher who is pregnant shall notify the Chief School Administrator 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 Chief School Administrator no later than six (6) weeks prior to the requested date of the leave. The teachers shall give the Chief School Administrator 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 teachers 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-tenure employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy of 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 Chief School Administrator in writing by April 1, 1988 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 member 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 won 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: Chief School Administrator

Grievance shall first be brought to the attention of the Chief School Administrator 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: The Board

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 Board.

Level Three: Arbitration

1. If the aggrieved person does not agree with the decision rendered at Level Two, 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, be modified by mutual agreement.

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

3. The Chief School Administrator 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 teachers, including the grievant, shall continue under the direction of the Chief School Administrator 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 teacher 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, 1988, 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 teacher who does not join within thirty (30) days of initial employment within the unit and any teacher 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 equal to 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 teachers 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, teachers 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 maintain 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 teachers 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 teachers.

ARTICLE X OVERNIGHT SERVICES

Any teacher accompanying students on a Board approved overnight field trip or activity shall be compensated at a rate of \$30.00 per night. If lodging is not otherwise provided for, the Board agrees to incur the full cost of lodging and meals for those teachers.

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

ARTICLE XI

Teachers shall return their contracts or letter of nonintent by the third (3rd) Tuesday in May. Such a letter on nonintent will be binding by the third (3rd) Tuesday in June.

ARTICLE XII DURATION OF AGREEMENT

This agreement shall be effective on the first day of July, 1988 and shall continue in effect until the thirtieth day of June, 1990.

ARTICLE XIII

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 the 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.

ARTICLE XIV

Twenty-two (22) 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.

WITNESS:

HOPE EDUCATION ASSOCIATION

Secretary

President

ATTEST:

HOPE TOWNSHIP BOARD OF EDUCATION

Secretary

President