

AGREEMENT
BETWEEN THE
STANHOPE BOARD OF EDUCATION
AND THE
STANHOPE EDUCATION ASSOCIATION
2011-2014

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive sole representative for collective negotiations concerning the terms and conditions of employment for all New Jersey certified personnel under contract to the Board as listed below.
 - 1. Contracted Teachers
 - 2. Contracted Nurse
 - 3. Contracted Guidance Counselor
- B. Unless otherwise indicated the term "teacher" when used hereinafter in the Agreement, shall refer to professional employees represented by the Association in the negotiating unit as specified above, and reference to "teachers" shall include both males and females.
- C. The Stanhope Board of Education shall deduct from the pay of all nonmember employees in the unit a representation fee, in lieu of dues, for services rendered by the Stanhope Education Association in accordance with Section C of P.L. 1979, C477 (C.34:13A-5.5). The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments, and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees, or assessments.
- D. The Association hereby indemnifies the Board from any and all cost and expenses, including any legal costs, in connection with any non-member challenging the Association's calculation of the representation fee.
- E. In accordance with NJSA 34:13A-5.5 & NJSA 34:13A-5.6, the Association will maintain a demand and return system for non-members.
- F. In accordance with NJSA34:A-5.5b, the Association shall provide in writing an amount, not to exceed 85% of the union dues, to be paid by non-members.

ARTICLE II
NEGOTIATION PROCEDURE

- A. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- B. The parties mutually pledge that their representatives shall be invested with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, all of which are subject to review and ratification by the parties represented.

- C. The Negotiated Agreement between the parties is subject to ratification by the Board and the Association.

ARTICLE III

MANAGEMENT RIGHTS

The Stanhope School Board, on its own behalf and on behalf of the electors of the Stanhope Borough, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

- A. To the executive management and administrative control of the school system and its property and facilities, and the activities of its teachers in the performance of their employment;\
- B. To hire, direct, promote, transfer, assign and retain employees in positions in the district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve teachers from duties because of reduction of staff or other legitimate reasons pursuant to the rules and regulations of the State;
- C. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means, and personnel by which such operations are to be conducted;
- D. To establish grade level and courses of instructions, including special programs, and to provide for athletics, recreational, and social events for students, all as may be deemed necessary or advisable by the Board;
- E. To decide upon the means and methods of instruction, the selection of text books and other teaching materials, and the use of teaching aids of every kind and nature provided, however, that the Board will be guided by the recommendation of the professional staff as provided in existing Board policies and by the provisions of Article XV;
- F. To determine class schedules and the hours of student instruction, and responsibilities and assignments of teachers with respect thereto, and non-teaching activities during contracted hours;
- G. To take whatever actions may be necessary to carry out the mission of the district in situations of emergency.

ARTICLE IV

SEA RIGHTS AND RESPONSIBILITIES

- A. The SEA agrees that it will, upon the request of the administration, form committees to assist the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration or being implemented within the school system.
- B. The SEA shall have the privilege, with the Superintendent's or his/her designee's approval (in accordance with Board policy for Association business) to use school buildings and equipment,

including office and technology/computer equipment, at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations; all supplies to be paid for by the Association. The SEA shall assure the proper care and operation of these facilities when used. The SEA shall be responsible for all damages to school property in the exercise of the privilege granted under this paragraph and shall save harmless the Board from all liability including expenses in defending claims arising out of the use of the Board's facilities by the SEA.

- C. The SEA may have the use of the present bulletin board, located in the faculty lounge, for its use. Copies of materials posted on such bulletin boards shall be given or shown to the administration prior to such posting.
- D. The SEA shall have reasonable use of the inter-school mailboxes for Association business.
- E. The Superintendent will be available upon request and reasonable notice by authorized representatives of the SEA to discuss all aspects of professional service including conditions of employment.
 - 1. The SEA representatives and the Superintendent may elect to develop recommendations that shall be submitted to the Board for consideration and reply. The SEA committee must first present the recommendation to the Superintendent with the option that the committee can then bring it directly to the Board in the presence of the Superintendent.
- F. Association Business
 - 1. The Association co-presidents (2) shall each be released without loss of compensation up to a maximum of three (3) absences per school year to attend hearing at court, the Public Employment Relations Commission (PERC), or other judicial body where the Association has filed a charge or complaint against the Board. Under such circumstances, it is understood that the Association shall reimburse the Board within five (5) business days for the full cost of the substitute teacher in the event the Board is vindicated or upheld.
 - 2. Association President or his/her designee shall receive one day per year for Association business upon approval of the Superintendent. Said day is non-transferable and non-cumulative.

ARTICLE V

TEACHER RIGHTS

Pursuant to N.J.S.A. 18A:25-7 whenever any teacher is required to appear before the Board of Education or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his position or employment or salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be allowed to have representatives of his choice present to advise and represent him during such meeting or interview. Upon certification of any charge to the Commissioner, the Board may suspend the person consistent with NJSA 18A: 6-14.

ARTICLE VI

TEACHER WORK YEAR

- A. The SEA will meet with the Superintendent to discuss the school calendar prior to the Board's adoption of said calendar.
- B. Teacher work year will be adopted prior to issuance of contract.
- C. The Calendar will contain 180 pupil-contact days plus one (1) orientation day for the entire staff and one (1) additional orientation day for new staff members only. One (1) in-service day may be added to the calendar at the Board's discretion. One (1) additional in-service day (9:00 AM to 3:00 PM) shall be added for all staff to fulfill PD requirement. Part-time employees to be paid for the additional hours of work on this one additional in-service day based on the employees contractual FTE.
- D. There shall be an early dismissal day on the last day of School before Thanksgiving and Christmas vacation provided that (1) said last day of school occurs within the same week as the holiday or (2) Christmas day falls on Sunday. Teachers shall be permitted to leave school on each early dismissal day after the departure of the last student.

ARTICLE VII

NON-TEACHING DUTIES

- A. Lunchroom and Playground Duty
 - 1. The Board may continue the practice of using aides for the lunchroom and playground. The Board will continue the practice of providing an aide for lunchroom and playground duty. Aides are to be trained by the teachers under the guidance of the principal.
 - 2. One (1) teacher per lunch period and one (1) per playground period shall be assigned to duty in the lunchroom or on the playground at the Valley Road School. Compensation for either of these duty assignments shall be ten dollars (\$10.00) per period worked during the 2011-2014 school years. When a teacher who is assigned to either lunch or playground duty is absent, the substitute shall assume the duty.
 - a. Teachers assigned to either lunch or playground duty shall have a duty free lunch period and preparation period unless the teacher chooses not to have a duty free lunch.
 - b. Payment for actual number of periods worked will be made in January and June.
- B. Professional Staff Meetings

1. It is understood that the need for total staff Involvement in educational matters exists. This involvement shall be accomplished via Professional Staff meetings. Professional Staff meetings shall be held monthly, September through June, and follow a pre-established schedule. Additional meetings shall be called at the sole discretion of the administration, not to exceed one per month.
 2. Notice of professional staff meetings shall be given to teachers involved at least forty-eight (48) hours prior to the meeting except in an emergency. There shall be no more than two (2) professional staff meetings per month, but not to exceed eighteen (18) per school year, except in cases of emergency.
 3. In the event subcommittees become necessary, upon request of the administration the Association shall provide the names of teachers to serve on said committees to perform preliminary curriculum work on an unpaid basis.
 4. The district shall continue the practice of paying teachers who are approved to work on summer curriculum projects in accordance with Article XV, Section A.
- C. Teachers assigned to chaperone overnight student activities will receive a stipend of \$120 per night

ARTICLE VIII

TEACHER EMPLOYMENT

- A. Credit for military service shall be given pursuant to N.J.S.A. 18A:29-11.
1. Non-tenure and tenure teachers shall be notified of their employment and salary status for the ensuing year on or before May 15. Non-tenure and tenure teachers will notify the Chief School Administrator of their intentions for the coming year on or before June 15.
- B. Credit for training due to military reserve shall be given pursuant to NJSA38:23
- C. Credit for leave for war emergency or draft shall be given pursuant to NJSA 38:23
- D. Credit for leave for military service shall be given pursuant to NJSA38:23.

ARTICLE IX

LEAVES OF ABSENCE

- A. Personal and Family Emergency Leave
1. Personal Leave – Tenured teachers will receive four (4) personal days per year, and non-tenured teachers will receive three (3) personal days per year. Personal days will be accumulated up to five (5) days. Effective July 1, 1993, each teacher with unused personal days as of June 30th of each school year shall have all such days in excess of two (2) added to his/her accumulated sick leave for future use. Personal days shall be for those things that cannot be taken care of other

than on school time. Application shall be submitted to the administration for approval three (3) days in advance except in cases of emergency.

Personal days may not be taken immediately before or after a school holiday or vacation period. However, a teacher may request a special exception to the above-described restriction provided that a written request specifying the specific reason is submitted to the Superintendent for his/her consideration. Under such circumstances, only the following reasons shall be considered:

- (1) Wedding of self, a family member or close friend
- (2) Religious holiday
- (3) Graduation/commencement of employee or member of his/her immediate family
- (4) Personal emergency
- (5) Family emergency
- (6) Court appearance
- (7) Severe inclement weather conditions

The decision of the Superintendent shall be final and not subject to the grievance procedure.

At no time shall more than twenty percent (20%) of the teaching staff be on personal leave.

2. Family Emergency Leave – Two (2) days will be granted annually for personal emergencies. Whenever possible, application for Family Emergency Leave shall be submitted to the administration for approval as soon as the teacher becomes aware of the emergent circumstance. If one day is not utilized by the conclusion of the school year, it shall be added to the teacher's accumulated sick leave as provided below in Section C.1.

B. Bereavement Leave

Up to four (4) days will be granted for death in the immediate family. The immediate family shall include the following; spouse, domestic partner as per statute, mother, father, sisters, brothers, children, mothers and fathers-in-law, or any other relative residing in the home. Up to two (2) days will be granted for brothers and sisters-in-law, grandmother and grandfather. Up to one (1) day will be granted for grandparents-in-law.

C. Sick Leave

Ten (10) days sick leave will be granted annually in accordance with provisions of the State statute. The Board agrees to provide an unofficial, tentative notification of sick leave on the last day of school.

D. Child-Bearing and Child-Rearing Leave

1. Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least sixty (60) days in advance of the date on which said leave is to commence, except in cases of emergency when the teacher cannot notify within the time limit. In such cases, as soon as possible thereafter; however, any written request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave.

The Board may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.

2. The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any teacher upon request in accordance with applicable statutes, regulations, and State agency decisions for the balance of the school year in which the leave is taken. Teachers may be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs.

Teachers who are on either disability leave or child-rearing leave shall notify the Board of their intent to return to work no later than April 1 of the school year in which the leave is taken; those teachers whose leave commences thereafter shall notify the Board no later than June 30 of the year in which the leave is taken. In no event shall any such leave be extended beyond the end of the contract year in which leave is taken for non-tenured teachers unless the Board otherwise elects.

3. In the event that a teacher's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
4. Teachers adopting a child shall receive child-rearing leave of absence without pay which shall commence upon receiving de facto custody of said child, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

- E. Teachers shall be given a written accounting of accumulated sick leave and personal days with the first paycheck in September.
- F. Employees shall have the option of using up to four weeks of accumulated sick and/or personal days during their unpaid family leave of absence. The Board shall not file a request with the State seeking to reduce the employee's six (6) weeks of Family Leave Insurance.

ARTICLE X

TEACHING DAY

- A. The workday for full-time teachers shall be 7 hours and 5 minutes.

- B. Teacher participation in extra-curricular activities that extend beyond the school day shall be compensated according to Paragraph J, Article XIX, Compensation for any additional extra-curricular activities will be negotiated with the SEA in accordance with Article I.
- C. Teachers may volunteer for non-compensated extra-curricular activities if they so desire.
- D. Teachers shall be entitled to a lunch period not less than thirty (30) minutes long. Part-time teachers working more than four (4) periods in one day shall receive a lunch of not less than thirty (30) minutes.
- E. When traveling on official school business, teachers will be compensated at the prevailing mileage rate set by the NJOMB circular. In the event that the NJOMB adjusts its rate during the school year, said adjustment shall not become effective until July 1 next, following the date of implementation. Prior approval for such travel must be granted by the Superintendent and reimbursement shall be made upon completion of required voucher. Carpooling must be used to the fullest extent possible.
- F. Notwithstanding Sections A and B hereinabove, teachers shall attend four (4) evening parent-teacher conferences, each of two hours duration, from 6:00 p.m. to 8:00 p.m. as follows; two (2) conferences in the fall and two (2) conferences in the spring. It is understood that one (1) evening conference each semester is in lieu of an afternoon conference each semester. On the day(s) said evening conferences are scheduled, there shall be early dismissal for students and teachers shall be permitted to leave after the last student has departed.
 - a. There shall be one (1) annual "Back to School Night" as an additional required evening program. This program will be from 7:00 p.m. to 9:00 p.m. All teachers shall be paid a stipend of \$50.00 for attendance at this program. It is specifically understood that attendance at this program is required of each teacher unless specifically excused by the Superintendent at his/her discretion without stipend. It is further understood that teachers shall continue the current practice of scheduling conferences.
- G. Teachers will be guaranteed at least one scheduled (42 minute) preparation period each day. Teachers assigned during his/her preparation period to cover the class or activity of another teacher will be compensated at the rate of \$35 per period.

Part time teachers working 3.5 hours per day or less shall receive one (1) 20 minute prep period on each day.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an association member(s) terms and conditions of employment.

2. Aggrieved Person: An "Aggrieved person" is the person or persons or the Association making the claim.
3. Party in Interest: A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the grievant knew or should have known its occurrence.
 - a. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.
 - c. Time Limits -- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - d. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and it left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level One -- administration (informally)

Any aggrieved person who has a grievance shall first discuss it with the administration, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two -- administration (formally)

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the administration within five (5) school days after the

decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Such written filing shall include the date of the action or decision being grieved, the date the grievance is filed, the nature of the grievance, articles and/or past practice cited, the remedy sought, as well as any supporting documentation that has been discovered at that time.

4. Level Three -- Board Review

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the administration, he may, within five (5) school days after a decision by the administration or fifteen (15) school days after the grievance was delivered to the administration, whichever is sooner, request in writing for a review by the Board. The request shall be submitted in writing through the administration which shall attach all related papers and forward the request to the Board.
- b. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved person, at the request of either party and shall render a decision in writing, and forward copies thereof to the grievant and the Association within fifteen (15) calendar days of the receipt of the appeal or within fifteen (15) calendar days of the completion date of the hearing, whichever is applicable. The referred to hearing, if required, shall be held within thirty (30) days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes review by a third party, he shall so advise the Board through the Superintendent, within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on grievances concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or
- c. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone,

6. Securing Services of an Arbitrator

- a. The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association (AAA) or any other association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the AAA may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The recommendations of the arbitrator shall be advisory.

D. Rights of Teachers to Representation

1. Teacher and Association - Any aggrieved person may be represented at all stages of the grievance procedure by representative(s) selected or approved by the SEA.
2. Reprisals: No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Notwithstanding the establishment of a separate grievance file, it is understood by the parties that if teacher observations and evaluations are the subject of the grievance, such observations and evaluations shall remain in the teacher's personnel file.
2. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. The Board shall notify the Association of all grievances that are filed.

ARTICLE XII

TEACHER EVALUATION

- A. All monitoring or observation by the administration of the work performance of a teacher shall be conducted openly.
- B. Before any evaluation report is finalized, submitted to the Administration, or placed in the personnel file, such report shall be discussed at a post-evaluation conference of the teacher and evaluator. At least one (1) day prior to this meeting, the teacher shall be given a copy of the written evaluation of his/her performance. The teacher shall have the right to submit a written response to any material within the report or any additional material, within fifteen (15) working days of the post-evaluation conference. This response will be reviewed by the evaluator and must be attached to copies of the report in all file locations.

- C. Teachers shall be afforded the opportunity to review all evaluative material prior to placement in the teacher's personnel file except character and other references received prior to employment. He/she must affix his/her signature and date on evaluative material within five (5) school days. The signature of the staff member shall not be construed to indicate assent with the reports.

ARTICLE XIII

VOLUNTARY TRANSFERS

A. Procedures

1. Within two (2) weeks after the return of contracts and/or letters of intent, the administration shall post in the office and on the bulletin board in the teachers' room of the Valley Road School a list of the known teacher and/or nursing vacancies which shall occur during the following year.
2. Teachers who desire change in grade and/or subject assignments may file a written statement of such desire with the administration not later than two (2) weeks after the posting of vacancies, provided they are certified for the position.
3. Two teachers wishing to exchange grade levels with one another, prior to the beginning of the school year, may do so with the approval of the Superintendent.

- B. Request of the individual teacher for reassignment and/or transfer may be honored to the extent that vacancies permit, if, in the opinion of the Superintendent, the transfer does not conflict with the instructional requirement and/or the best interests of the school system.

ARTICLE XIV

MISCELLANEOUS

- A. Sufficient copies of this Agreement shall be reproduced for the full membership of the SEA within 60 calendar days following ratification by the respective parties. This Agreement shall be posted on the secured school network for the full membership of the SEA.
- B. Nothing contained herein will alter the rights and responsibilities of the Board under the laws of the State of New Jersey and as set forth in Article III.
- C. The Association agrees not to strike or to engage in any activities that would disrupt the education of students in the classroom.

ARTICLE XV
CURRICULUM

A. Curriculum Development

Teachers shall participate in the development and writing of courses of study and curriculum guides.

Teachers approved for curriculum work shall be compensated at the rate of \$25.00 per hour. However, compensation shall be paid only for work beyond the normal school day; work performed during release time shall not be compensable.

B. Textbooks and Supplies

It is the responsibility of the Board to select textbooks and related materials and to decide upon the curriculum. The administration will advise the Board in this regard.

However:

1. Teachers directly concerned should participate in the selection of textbooks when the adoption of new texts is contemplated.
2. Teachers will participate in the selection of new printed instructional materials and/or classroom technologies.

ARTICLE XVI
TEACHER ASSIGNMENT

- A. Tenure and non-tenure teachers shall be given written notice of their assignments for the ensuing school year on or before may 15.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after issuance of schedules referred to in A, any teacher affected shall be notified in writing as soon as possible.

ARTICLE XVII
TEACHER FACILITIES

The Board shall maintain a faculty room in both the Valley Road School and the Linden Avenue School.

ARTICLE XVIII
HEALTH INSURANCE COVERAGE

- A. Full time teachers shall receive health benefits that include the following:
1. Individual, parent/child, husband/wife, or family major medical coverage at the election of the teacher.
 2. Individual, parent/child, husband/wife, or family prescription coverage at the election of the teacher.
 3. Individual dental coverage at the election of the teacher.
 4. In each case, the coverage shall provide substantially equivalent benefits to those presently provided.
- B. Effective July 1, 2011 all employees shall be provided with Board paid individual and/or family health insurance coverage through the School Employee Health Benefits Plan (SEHBP) and supplemented by the employees at the rates set forth by state statute. In the event that the state withdraws the employee contribution, all employees shall pay 3% of the premium.
- C. The district will provide a health benefits plan equal to or better than the SEHBP in effect on July 1, 2010.
- D. The Board agrees to pay the cost of a dental plan covering individual teacher. Premium increases in succeeding years of the Contract shall be borne by the Board.
- E. Effective April 2009, employees shall be permitted to opt-out of any or all medical and health insurance plans offered by contract (health insurance, prescription, vision, or dental) provided under the terms of this agreement in accordance with the following:
1. District to provide forms to every employee annually along with an explanation of program.
 2. To be eligible to participate in the program, employee must demonstrate appropriate alternate health insurance coverage.
 3. The BOE will establish an IRS Section 125 Plan. The Board will make payment to participating employees of fifty (50%) percent of the District's cost of the employee's insurance programs.
 4. Payments will be made by separate checks with all appropriate deductions made for taxes, etc. One half of the payment will be made in January and the second in June. Employees who participate for a portion of the year will have such payments prorated. At the employee's option, payment may be made into a tax sheltered annuity (403b).
 5. There shall be an annual open enrollment period during which employees shall elect to receive District provided health benefits or to opt-out of such benefits. This open enrollment period shall be each April. If enrolling in the Opt-Out Plan in April, the employee's coverage will terminate on July 1 of that same year. The employee can return to district coverage, without any lapse in coverage, during the open enrollment, or for any of the following reasons:
 - a. Death or disability of spouse which terminates alternate coverage
 - b. Separation or divorce
 - c. Birth or adoption of a child
 - d. Separation from employment or spouse which terminates alternate coverage
 - e. Military discharge
 - f. Hardship, other life event or unforeseen emergency

ARTICLE XIX

SALARIES

- A. The salary provided for teachers employed during 2011-12, 2012-13 and 2013-14 shall be in accordance with Schedules A, B and C annexed hereto. Longevity provisions of the Contract shall continue to be applicable throughout the term of this Agreement as follows:

2011-2014 School Years

- 1) \$900.00 after fifteen (15) consecutive years in the Stanhope School District.
 - 2) \$900.00 for each consecutive five (5) years in the Stanhope School District. (20 years, 25 years, etc). Employees hired for the 2005-2006 school year and beyond will be capped at twenty years (20).
- B. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments on the 15th and 30th of the month except February when the second check will be the last day of the month.
- C. Each teacher may, either prior to the conclusion of the preceding school year or within five (5) calendar days after the first student day of school, individually elect in writing to have either a specified percentage or designated amount of his monthly salary deducted from his pay and placed in an interest bearing savings account in his name; provided, however, that such percentage or amount shall not be altered during the school year for which said deduction is authorized. These funds shall be paid to the teacher or his estate in accordance with the rules and regulations of the participating bank.
- D. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Each teacher shall receive his final pay in June when all contractual obligations have been fulfilled as determined by the administration.
- F. The Board agrees to deduct from the salaries of its teachers dues for the Stanhope Education Association, the Sussex County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize in writing the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1955 (N.J.S.A. 52:14-15 (9) (3) and under rules established by the State Department of Education.
- G. Teachers who perform teaching responsibilities during the summer school session (summer reading program) shall be compensated at a rate of \$50 per hour. For the purpose of this provision, summer school duration shall be a twenty four (24) day session of three (3) hours per day.

The Extended School Year program provided in accordance with IEP guidelines shall be compensated at a rate of \$50 per hour for hours dictated by the IEP.

H. The Board shall provide tuition reimbursement for teachers up to an annual maximum of \$10,000 for the total bargaining unit. Reimbursement will be made two times per year, December 31st and June 30th, or as close to these dates as is practicable. For purposes of the distribution of these funds, the available funds will be divided by the number of eligible credits submitted by the employees in accordance with the terms and conditions of this agreement. Any funding unused from the December distribution will carry over to the June distribution. Any funds remaining after the June distribution will be retained by the District. Per credit payments will not exceed the cost per credit at William Paterson University.

1. The course shall be directly related to the individual teacher's professional development and also benefits the Stanhope School District or is directly applicable to obtaining an additional endorsement(s) to his/her NJ teaching certificate.

However, in the event the administration requires or requests that a teacher take a specific course or courses, the teacher shall be eligible for tuition reimbursement pursuant to Section H, Paragraph 1.

2. The Superintendent shall approve the course or courses prior to enrollment.

3. The Superintendent shall be furnished proof of the satisfactory completion of the course or courses with a grade of "B" or equivalent within sixty (60) days of completing the course except in cases beyond the control of the teacher.

4. The course(s) is (are) offered by an accredited college or university.

5. Reimbursement shall not be made for courses taken to complete initial teacher certification.

6. Reimbursement shall be made upon completion of the course or courses provided the above five (5) conditions are met and a signed voucher is presented.

I. Teachers hired prior to July 1, 1993, shall be entitled to convert accumulated sick leave up to a maximum of one hundred seventy-five (175) days to severance pay upon retirement and qualification for immediate TPAF pension benefits under the following conditions provided written notification is given to the Board on or before January 1 preceding the effective date of retirement. Except in the event of serious illness or extenuating circumstance, teachers who fail to comply with the above specified deadline shall not receive payment until the money is allocated in the next budget and said successive budget becomes effective except that any teacher hired prior to July 1, 1993 and who exceeds the one hundred seventy-five (175) day maximum as of that date shall be held harmless and permitted to accrue unused sick leave without limitation.

1. The teacher must have worked a minimum of fifteen (15) years in the district; however, said years of service must be "continuous" for all teachers hired after July 1, 1993.

2. The teacher must accumulate at least twenty-five (25) unused sick days;

3. The teacher shall be compensated for each accumulated sick leave day as follows:
 twenty-five dollars (\$25.00) per day for the first twenty-five (25) days;
 thirty dollars (\$30.00) per day for twenty-six (26) through fifty (50) days;
 thirty-five dollars (\$35.00) per day for over fifty (50) days.
4. Payment shall be made between July 1 and July 15 following retirement.

J. Extra-Curricular Activities

1. Effective July 1, 2008, payment for extra-curricular activities shall be made in accordance with the schedule below:

Basketball Coaches (2)	\$2,350 each
Fine Arts Coordinator (2)	\$2,350 (shared)
8th Grade Advisors (2)	\$2,840 (shared)
Yearbook Advisors (2)	\$2,415 (shared)
Cheerleading Coach	\$1,355
Volleyball Supervisors (2)	\$560 each
Family Math Coordinators (2)	\$620 (shared)
Family Science Coordinators (2)	\$620 (shared)
Tech Wise (1)	\$560
Detention Monitors (2)	\$15 per hour (limit 1 hour/day)
Homework Club	\$25 per hour (limit 1 hour/day)
Summer Reading Program (2)	\$2,500 each

6th grade camping trip and the 7th grade Boston trip: Trip Coordinators shall be excused from “duty periods” so to allow all planning activities to occur during normally scheduled work hours.

2. Payment for year-long activities shall be made in January and June.

K. Home Instruction – Staff members employed for home instruction shall be compensated at the rate of \$35 an hour. For every five (5) hours of teaching the same student one (1) hour of preparation time will be paid. Travel expenses incurred while in the process of performing these services shall be reimbursed at the prevailing NJOMB mileage rate based on round trip mileage from school to destination.

ARTICLE XX

FINAL UNDERSTANDING OF THE PARTIES

This Agreement incorporates the complete and final understanding and settlement between the parties.

This Agreement shall not be modified in whole or in part by the parties except through the voluntary and mutual consent of the parties through means of a written amendment duly executed by each of the parties hereto.

Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

The base salary cost for each year shall be increased by the following amounts inclusive of increment:

Year One (2011-2012)	1.5% of the 2010-2011 base
Year Two (2012-2013)	2.6% of the 2011-2012 base
Year Three (2013-2014)	1.5% of the 2012-2013 base

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2014.

In the event a successor agreement is not reached before September 2014, staff shall not receive incremental movement, but will remain at their step of the 2013-2014 guide.

Salaries and step placement for the duration of the successor contract shall be determined through negotiations between the Board and the Association.

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

STANHOPE EDUCATION ASSOCIATION

By: _____, Trish Marra, Co-President
_____, Maryann Simpson, Co-President
_____, Christina Rocco-Morrison, Secretary

DATE: _____

STANHOPE BOARD OF EDUCATION

By: _____, Gina Thomas, President
_____, Carissa Berkowicz, Assistant to the B.A.

Date: _____

SCHEDULE A

STANHOPE TEACHER SALARY GUIDE: 2011-12

Step	BA	BA30	MA	MA15
1	48,050	50,050	51,550	52,550
2	48,500	50,500	52,000	53,000
3	50,095	52,095	53,595	54,595
4	52,510	54,510	56,010	57,010
5	54,965	56,965	58,465	59,465
6	57,220	59,220	60,720	61,720
7	59,775	61,775	63,275	64,275
8	62,330	64,330	65,830	66,830
9	64,685	66,685	68,185	69,185
10	67,240	69,240	70,740	71,740
11	69,795	71,795	73,295	74,295
12	72,350	74,350	75,850	76,850
13	74,905	76,905	78,115	78,760

Placement on the salary guides shall not affect in any manner the years of service in the district for purposes of tenure, seniority or benefit accrual.

SCHEDULE B

STANHOPE TEACHER SALARY GUIDE: 2012-13

Step	BA	BA30	MA	MA15
1	48,050	50,050	51,550	52,550
2	48,500	50,500	52,000	53,000
3	50,095	52,095	53,595	54,595
4	52,510	54,510	56,010	57,010
5	54,965	56,965	58,465	59,465
6	57,220	59,220	60,720	61,720
7	59,775	61,775	63,275	64,275
8	62,330	64,330	65,830	66,830
9	64,685	66,685	68,185	69,185
10	67,240	69,240	70,740	71,740
11	70,055	72,055	73,555	74,555
12	72,610	74,610	76,110	77,110
13	75,205	77,205	78,415	79,060

Placement on the salary guides shall not affect in any manner the years of service in the district for purposes of tenure, seniority or benefit accrual.

SCHEDULE C

STANHOPE TEACHER SALARY GUIDE: 2013-14

Step	BA	BA30	MA	MA15
1	49,050	51,050	52,550	53,550
2	49,500	51,500	53,000	54,000
3	51,100	53,100	54,600	55,600
4	53,510	55,510	57,010	58,010
5	55,965	57,965	59,465	60,465
6	58,220	60,220	61,720	62,720
7	60,775	62,775	64,275	65,275
8	63,330	65,330	66,830	67,830
9	65,685	67,685	69,185	70,185
10	68,240	70,240	71,740	72,740
11	70,875	72,875	74,375	75,375
12	73,430	75,430	76,930	77,930
13	76,025	78,025	79,235	79,880

Placement on the salary guides shall not affect in any manner the years of service in the district for purposes of tenure, seniority or benefit accrual.

TEACHER SALARY GUIDES
Advancement / Placement Chart

(Read directly across the line to track advancement/placement)

2010-11 Step		2011-12 Step		2012-13 Step		2013-14 Step
				1	→	1
1-2	→	1	→	2	→	2
3-4	→	2	→	3	→	3
5-6	→	3	→	4	→	4
7-8	→	4	→	5	→	5
9-10	→	5	→	6	→	6
11	→	6	→	7	→	7
12	→	7	→	8	→	8
13	→	8	→	9	→	9
14	→	9	→	10	→	10
15	→	10	→	11	→	11
16	→	11	→	12	→	12
17	→	12	→	13	→	13
18	→	13	→	13	→	13