

Hopewell Crest School

AGREEMENT BETWEEN

HOPEWELL EDUCATORS ASSOCIATION

AND

HOPEWELL TOWNSHIP BOARD OF EDUCATION

2011-2014

BOARD APPROVED: February 13, 2012

Revised Tuition Reimbursement language and Board Approved on May 14, 2012

PREAMBLE

This agreement entered into this 13th day of February, 2012, by and between the Board of Education of Hopewell Township, Cumberland County, New Jersey, hereinafter called the "Board" and the Hopewell Educators' Association, hereinafter called the "Association".

WITNESSETH

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

ARTICLE I

Recognition

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

Certified Teaching Personnel
Secretaries and Clerks
Custodians

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

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

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

ARTICLE 2

Negotiation of Successor Agreement

A. Modification

This Agreement shall not be modified in whole, or in part by the parties except by an instrument in writing duly executed by both parties.

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

ARTICLE 3

Grievance Procedure

A. Definition

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

B. Policy

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

C. Procedure

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

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

3. If as a result of discussion, the matter is not resolved to the satisfaction of the grievant, he can formally submit the grievance in writing to the Superintendent. The Superintendent shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

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

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

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

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

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

ARTICLE 4

Association Rights and Privileges

A. Use of School Buildings

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

B. Use of School Equipment

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

C. Mail Facilities and Mail Boxes

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

D. Bulletin Boards

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

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

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

ARTICLE 5

Sick Leave

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

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

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

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

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

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

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

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

ARTICLE 6

Temporary Leaves of Absence

A. Types of Leave

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

1. Personal - Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent or his designee for personal leave shall be made at least seventy-two (72) hours before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such other than that he/she is taking it under this section. Personal leave will not be granted on a scheduled professional in service day unless in the case of unanticipated emergencies or prior approval of the Superintendent. Personal days shall be taken as full days, not parts thereof.

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

emergencies, personal days shall be granted upon statement of the reason.

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

2. Bereavement

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

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

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

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

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

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

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

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

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

ARTICLE 7

Extended Leaves of Absence

In accordance with the appropriate provisions of the State Family Leave Act, N.J.S.A. 34:11B-1 et. seq. and the Federal Family and Medical Leave Act, 29 U.S.C. Section 2601 et. seq, and the regulations adopted thereto, the Parties hereby agree to the following extended leaves of absence:

A. Maternity Leave

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

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

B. Childcare Leave

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

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

ARTICLE 8 - VACATIONS

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

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

10 to 14 years service 1 and 1/2 days per month of employment up to a maximum of 15 days

15 years service and over 2 days per month of employment up to a maximum of 20 days

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

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

ARTICLE 9

Holidays

A. Custodians and Maintenance Personnel. Custodians and maintenance personnel if hired during the term of this Agreement shall receive the following paid holidays:

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

B. Secretaries and Clerks. Secretaries and clerks will receive the following paid holidays:

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

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

ARTICLE 10

Insurance Protection

A. Full Health-Care Coverage

The Board shall provide the health-care insurance protection designated below. The cost of this

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

Effective on July 1, 2006 and throughout the duration of this agreement, the following co-pays will be in place for those employees covered under the Aetna Patriot V plan:

1. Specialist: \$15.00
2. Emergency Room: \$50.00
3. Mental Health: \$25.00

Effective on July 1, 2006, the following co-pays will be in place for those employees covered under the Aetna Patriot X plan:

1. Specialist: \$25.00
2. Emergency Room: \$50.00

B. Carriers

The health insurance plan carriers shall be as indicated above, with prescription benefits through Horizon with co-pays of \$20 name brand/\$10 generic, whether retail pharmacy or mail-order. The Board may move to the State Health Benefits Plan including the SHBP prescription drug benefit.

C. Insurance/Financial Meetings

The Superintendent shall permit representatives of the N.J.E.A. or its' designee to meet with the employees for the purpose of discussing disability insurance protection plans or such other financial plans or to enroll new members and permitting present members to adjust their coverage's at faculty meetings on a district, or building level, at the request of the Association. Requests for such meetings shall be made no more than once a year.

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

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

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

1. An employee who waives single coverage in the medical plan will receive a payment from the Board of \$1,000.
 2. An employee who waives single and dependent coverage in the medical plan will receive a payment from the Board of \$2,000.
 3. An employee who waives single coverage in the prescription plan will receive a payment from the Board of \$500.
 4. An employee who waives single and dependent coverage in the prescription plan will receive a payment from the Board of \$1,000.
 5. In all cases, proof of alternative coverage will be required.
 6. Employees experiencing "life changing circumstances" such that they lose their alternative coverage will be permitted back into the insurance plan immediately.
- F. Employees retired from the Hopewell Township School District shall have the option of remaining in the existing insurance provided by the Board to its employees. Retired employees shall pay for the cost of the premiums. Premiums will be paid monthly, one month in advance of due date.

ARTICLE 11

Salaries

- A. The salary of each employee covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof.
- B.
 1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments.
 2. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.
 3. Pay day shall be the fifteenth and thirtieth of each month.
 4. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
 5. Ten (10) month employees shall receive their final checks on the last working day in June.
- C.
 1. The salaries of all coaches and sponsors of extracurricular activities covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.

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

D. Whenever any employee is required to use his own vehicle on school business, he shall be reimbursed at the New Jersey State allowance rate.

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

F. Longevity

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

11 - 15 years	1% of employees salary
16 - 20 years	5% " " "
21 - 25 years	6% " " "
26 - 30 years	7% " " "
31+ years	8% " " "

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

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

ARTICLE 12

Terms of Employment

A. Custodians and Maintenance Personnel

1. Full-time custodians and maintenance personnel shall be employed on a 12 month basis with paid holidays as per Article 9 of this Agreement.

2. The work day shall be an eight and one-half hour (8 ½) day, which shall include a thirty (30) minute unpaid lunch.

3. The work week shall consist of five (5) consecutive work days comprised of forty (40) hours. A work week shall begin on Monday or Tuesday.

4. Overtime pay shall be calculated at a rate of time and one-half for hours in excess of eight and one-half (8 ½) hours in any work day or forty (40) work hours in any work week. All work performed on an approved holidays or on the sixth or seventh consecutive work day shall be

calculated at a rate of time and one-half for the hours worked. Overtime must have the prior approval of the Superintendent.

5. Any employee called to return to work at any time other than his regular scheduled shift shall be paid a minimum of two (2) hours of work.

B. SECRETARIES AND CLERKS

1. The work day shall consist of seven and one-half (7 ½) hours, including a thirty (30) minute unpaid lunch break. During the months of June, July and August, a summer schedule shall be in effect beginning the Monday following the last student day of the school year. During the summer the work day shall consist of seven (7) hours, including a sixty (60) minute unpaid lunch.

2. A work week shall consist of thirty-five (35) hours, except during some of June as referenced above, and during the months of July and August, when the work week shall consist of thirty (30) hours.

3. During the normally scheduled recesses and emergency closings, where the school buildings are closed, secretaries and clerical personnel will not be expected to report for work.

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

C. Certified Teaching Personnel

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

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

2. Extra Pay for Extra Service

a. Any teacher who is required to work beyond the regular teacher in-school work year above shall be compensated 1/186 of contract salary per day.

b. Any teacher performing home instruction shall be paid at an hourly rate of \$30.00 per hour. Board agrees that home instruction duty must be posted first to HEA members.

c. Preparation Periods- Teachers shall be guaranteed a minimum of 160 minutes duty free preparation time during each five day cycle. Every effort shall be made to schedule daily continuous minutes.

3. Teaching Hours

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

4. Lunch Periods

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

b. Leaving the Building. Teachers may leave the building during their duty-free lunch periods as long as they check in and out of the main office. This time is not to exceed their duty-free lunch period.

5. Teacher Day

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

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

ARTICLE 13

Assignment, Voluntary and Involuntary Transfers and Reassignments

A. All employees shall be given notice of contract and salary guides by May 15th.

B. Voluntary Position Change

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

2. Employees requesting a position change within the school system shall be given written reply

within 30 days of application. If denied such position change, explanation of the Board's reasoning shall accompany the reply.

C. Involuntary Position Change

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

ARTICLE 14

Complaint Procedure

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

ARTICLE 15

Payment for Graduate or Undergraduate Credits

A. Any teacher who has completed three (3) or more years of service in the Hopewell Township School District may take undergraduate or graduate courses at any accredited college or university and shall be reimbursed at a rate to coincide with Rowan College of New Jersey rates per credit hour. Four Thousand Dollars (\$4,000) in tuition reimbursement funds are available for each of the following time periods: Summer Trimester (July 1 - August 31); Fall Trimester (September 1 - December 31); and Winter/Spring Trimester (January 1 - June 30). Total tuition reimbursement funds are capped at \$12,000 per contract year. Unclaimed tuition reimbursement funds carry over into the next trimester during each contract year. If tuition reimbursement claims exceed available funds during any trimester, teachers will be reimbursed a percentage of available funds based on the number of total credit hours requested by all teachers. Teachers must notify the Business Office 30 days prior to the commencement of course work. Documentation for reimbursement must be submitted on September 15th for the Summer Trimester; January 15th for the Fall Trimester and June 15th for the Winter/Spring Trimester. Courses that overlap trimesters will be reimbursed from the trimester containing the majority of class hours. Any funds not claimed for tuition reimbursement at the end of each contract year revert to the Hopewell Township Board of Education.

B. Teachers shall receive reimbursement for courses within their area of certification and/or the area of elementary education provided a grade of "B" or better is attained. Courses not meeting

the above criteria shall require prior approval of the Superintendent. Undergraduate courses shall not count toward advancement on the salary guide.

ARTICLE 16

Evaluations

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

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

C. Employees shall have the right, upon request, to review the contents of their personnel file and to receive a copy, from school equipment at Board expense, of any documents in the employee's file.

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

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

F. 1. Professional staff shall be evaluated as per the requirements of N.J.S.A. Title 18A.

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

ARTICLE 17

Miscellaneous Provisions

A. Nondiscrimination

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

B. Printing Agreement

Copies of this final Agreement shall be printed and the expense shall be shared equally by the Board and the Association. This shall be done within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed in the Hopewell Township System.

C. Notice

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

D. Savings Clause

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

E. Separability

If any provision of the Agreement or an application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in force and effect.

F. Dental Care

Effective July 1, 2008 and in all subsequent years of this agreement, all employees shall have the option of enrolling in a dental insurance plan (Presently Delta Dental of New Jersey) provided by the Board that contains the following provisions:

1. Single or Family coverage with an annual deductible of \$50.00 per person, and a calendar year maximum of \$1,000 per person.
2. No deductible for preventative and diagnostic services to include exams, cleanings, and bitewing

x-rays.

3. Remaining basic (after deductible) of 50% for the following: fillings, extractions, root canals, periodontal, oral surgery, and repair of dentures and removable prosthodontics.

4. Employee Incentive for Dental Insurance Waiver: Subject to the establishment of an appropriate IRS 125 plan, any employee waiving their right to coverage for such dental benefit shall be paid at the rate of 33 1/3% of the actual cost to the Board of Education. If the employee is only eligible for single coverage, than reimbursement shall be at 33 1/3% of the actual cost of single coverage. If the employee is eligible for Family coverage, than reimbursement shall be at the rate of 33 1/3% of the actual cost for Family coverage. If an employee is eligible for Family coverage and elects only single coverage, than reimbursement shall be at 33 1/3% of the difference between the actual cost for Family and Single coverage.

G. New Teacher Placement on Salary Guide

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

ARTICLE 18

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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


HOPEWELL TOWNSHIP BOARD OF EDUCATION

BY:



President


BY:



Secretary

HOPEWELL EDUCATORS' ASSOCIATION

BY:



President

BY:



Secretary

CERTIFIED TEACHING PERSONNEL SALARY GUIDES: SCHEDULE A

YEAR 1
2011-12

Hopewell 11-12 (Cumberland) 2.0%

Salary Guide Step	BA	BA+15	MA
1	54,250	55,395	56,645
2	55,750	56,895	58,145
3	56,750	57,895	59,145
4	57,750	58,895	60,145
5	58,950	60,095	61,345
6	60,050	61,195	62,445
7	61,150	62,295	63,545
8	62,250	63,395	64,645
9	63,450	64,595	65,845
10	65,750	66,895	68,145
11	68,450	69,595	70,845
12	72,149	73,294	74,544

2012-13

Hopewell 12-13 (Cumberland) 2.1%

Salary Guide Step	BA	BA+15	MA
1	55,151	56,296	57,546
2	56,351	57,496	58,746
3	57,351	58,496	59,746
4	58,351	59,496	60,746
5	59,351	60,496	61,746
6	60,551	61,696	62,946
7	61,751	62,896	64,146
8	63,025	64,170	65,420
9	64,325	65,470	66,720
10	66,623	67,768	69,018
11	69,322	70,467	71,717
12	73,020	74,165	75,415

2013-14

Hopewell 13-14 (Cumberland) 2.25%

Salary Guide

Step

BA

BA+15

MA

1
2
3
4
5
6
7
8
9
10
11
12

55,945
56,995
58,045
59,095
60,195
61,395
62,595
63,920
65,320
67,510
70,189
73,870

57,090
58,140
59,190
60,240
61,340
62,540
63,740
65,065
66,465
68,655
71,334
75,015

58,340
59,390
60,440
61,490
62,590
63,790
64,990
66,315
67,715
69,905
72,584
76,265

CO-CURRICULAR SALARIES: SCHEDULE B

2011-2012, 2012-2013 & 2013-2014

I.	Boys Basketball	1226.00
	Co-Ed Soccer	
	Co-Ed Softball (Team 1)	
	Drama Club	
	Field Hockey	
	Girls Basketball	
II	Bowling (1 stipends, 8 sessions)	869.00
	Cheerleading	
	Honor Society	
	Jerseymen	
	Student Council	
	Yearbook (2 stipends)	
III.	Debate Club	621.00
	Earth Club	
	Future Business Leaders America	
	Safety Patrol	
	AV Club	
	Chess Club	
	Lego Club	
	After School Clubs	
	Track Club	
	Cross Country	
	Art Club	

Dances	73.00/dance
*Curriculum Council	220.00
Crowd Control	35.00/game
Detention	38.00

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

SUPPORT STAFF SALARIES: SCHEDULE C

SECRETARIES-CLERKS

<u>YEAR</u>	<u>CLASS 3</u>	<u>CLASS 2</u>	<u>CLASS 1</u>
2011-2012	42933	45470	47161
2012-2013	43834	46424	48151
2013-2014	44821	47469	49234

CUSTODIANS

<u>YEAR</u>	<u>CLASS 3</u>	<u>CLASS 2</u>	<u>CLASS 1</u>
2011-2012	46295	50524	52537
2012-2013	47267	51585	53460
2013-2014	48330	52575	54847

STIPENDS (Raised 1 time 1.5%)

Pesticide License..... \$276.08

DEFINITIONS

- 2011-2012 Third Class - Those having less than six years accredited service at the beginning of the contract year.
- 2012-2013 Third Class - Those having less than seven years of accredited service at the beginning of the contract year.
- 2013-2014 Third Class - Those having less than eight years of accredited service at the beginning of the contract year.

- 2011-2012 Second Class - Those having at least six but less than twelve years of accredited service at the beginning of the contract year.
- 2012-2013 Second Class - Those having at least seven but less than thirteen years of accredited service at the beginning of the contract year.
- 2013-2014 Second Class - Those having at least eight but less than fourteen years of accredited service at the beginning of the contract year.
-
- 2011-2012 First Class - Those having twelve or more years of accredited service at the beginning of the contract year.
- 2012-2013 First Class - Those having thirteen or more years of accredited service at the beginning of the contract year.
- 2013-2014 First Class - Those having fourteen or more years of accredited service at the beginning of the contract year.