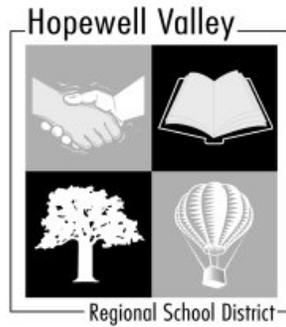


COLLECTIVE BARGAINING AGREEMENT



By and Between

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

and

HOPEWELL VALLEY EDUCATION ASSOCIATION

for

2008-2011

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entered into this 17th DAY of MARCH 2008.

By and Between

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION, with offices at 425 South Main Street in the Borough of Pennington, County of Mercer and State of New Jersey, hereinafter referred to as the "BOARD";

and

HOPEWELL VALLEY EDUCATION ASSOCIATION, as Collective Bargaining Representative for those employees of the Hopewell Valley Regional School District as hereinafter specifically designated, being hereinafter referred to alternatively as "ASSOCIATION" or "TEACHERS".

ARTICLE I

RECOGNITION

- A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Education Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment for the following certified personnel under contract with the Board: teachers, librarians, specialists, (reading, speech, learning disabilities, media, helping teacher/staff development, nurses, social workers, guidance counselors, behavioral specialists, occupational therapists and physical therapists).
- B. The Association does not represent administrators, substitutes, homebound and supplemental instructors, night-school instructors, psychologists, and all other certified personnel not specifically listed in Section A.
- C. Unless otherwise indicated, the term 'teachers' when used in this Agreement shall refer to all members of the unit.
- D. The parties affirm their intent, as required by existing statutes, to follow policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, affectional or sexual orientation, or membership in an association with legal activities of any employee organization.
- E. The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above-defined unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.
- B.
 - 1. The parties agree to commence negotiations no later than February 1, or at a mutually agreed upon time in close proximity to this starting date. Proposals shall be exchanged at the initial meeting.
 - 2. Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter-proposals or substitute proposals.
- C. The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the employees enumerated in Article I of this agreement. Any change or modification to this Agreement, or any new Agreement so negotiated, shall apply to all unit members. This recognition shall not impair the rights of any employee or group of employees under the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.
- D. Negotiations shall be conducted in the Board of Education Administrative Office or at any other mutually acceptable location. The Board shall make available to the Association a caucus room in which to meet for separate conferences.
- E. Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- F. Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or work day shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.
- G. Neither party shall have any control over the selection of the negotiating representatives of the other party.
- H. One representative for each party shall be the spokesperson-negotiator. Those representatives shall be responsible for all procedural details including fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter-proposals, requesting information and clarification and tentative acceptance of proposals. The spokesperson-negotiators may recognize other members of the negotiating team or call upon resource personnel to present or discuss pertinent data.

- I. Either party shall have the right to call for a caucus or private conference during the course of negotiating session; provided, however, that no such caucus or private conference shall be longer than forty-five (45) minutes in duration without mutual agreement.
- J. During negotiations the Board and the Association shall present data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- K. It is acknowledged and understood that the negotiation teams representing the Association and the Board have been empowered and authorized to discuss all terms and conditions of employment subject to negotiation. It is also understood that the negotiation representatives of the Association and the Board are authorized to reach tentative agreement on the terms and conditions of employment. A tentative agreement shall be reduced to writing. The Board shall complete a draft of the agreement and shall submit it to the Association for ratification. Upon ratification by the Association, the agreement shall be presented to the full Board for ratification at its next public meeting. No agreement shall become effective and binding, until it is formally ratified by both parties.
- L. Any issue pertaining to procedures not outlined by this Agreement shall be resolved by the mutual agreement of the parties.
- M. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no way be binding upon either party. With the exception of their use as parole evidence, all subjects, items and matters so discussed shall be without prejudice to either party.
- N. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or a violation of any of the provisions of this agreement. It is agreed that binding arbitration as provided for in this Article does not apply to a misinterpretation or misapplication of Board Policy or Administrative Regulation; provided, however, that no claim shall constitute a grievance to be processed in accordance with the following procedure which pertains to:

- (i) any matter for which a detailed method of review is prescribed by law;
- (ii) any rule or regulation of the State Commissioner of Education unless the Commissioner of Education shall first specifically determine that the Board has exclusive jurisdiction therein;
- (iii) any policy or by-law of the Board or administrative decision;
- (iv) any matter which according to law is beyond the scope of the legal authority of the Board;
- (v) any matter for which a grievance has been filed under a special purpose grievance procedure provided by Board policy;
- (vi) a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed;
- (vii) a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required.

Further provided: for a grievance to be considered under this procedure, Step One must be commenced by the grievant within thirty (30) calendar days of either its occurrence or when the grievant could or should have reasonably known of the occurrence. Failure to act shall constitute abandonment.

B. PROCEDURE

Any employee who has a grievance shall discuss it first with the principal or immediate supervisor in an attempt to resolve the matter informally.

Step One: If, as a result of the discussion with the principal or immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. The grievant shall have the right to request an informal hearing before the principal or immediate supervisor upon the form provided. If an informal hearing is not requested by the grievant, the principal or immediate supervisor may conduct such a hearing to assist in the consideration of the grievance. The immediate supervisor shall communicate the decision to the grievant in writing, with reasons, not later than ten (10) school days from the receipt of the written grievance.

Step Two: Not later than ten (10) school days after receipt of the Step One decision, the grievant may appeal the decision to the Superintendent or his/her designee. That appeal must be in writing upon the grievance forms provided, specifying the nature of the grievance, the nature of the injury, loss of inconvenience claimed, the results of prior discussions with the immediate supervisor and the grievant's dissatisfaction with the decision previously rendered. On the grievance form, a hearing may be requested before the Superintendent or his/her designee. If a hearing is not requested by the grievant, the Superintendent or his/her designee may conduct such a hearing to assist in the consideration of the grievance. The Superintendent or his/her designee shall render a written decision not later than fifteen (15) school days from the receipt of the appeal. The written decision shall be sent, with reasons, to the grievant, the principal or immediate supervisor, and the president of the Association.

Step Three: If, as a result of Step Two, the matter is not resolved to the satisfaction of the grievant, the grievant may request a review by the Board of Education. This request shall be submitted on a grievance form provided through the Superintendent. All related papers shall be attached and forwarded to the Board Secretary. Any grievance appeal to the Board of Education must be filed with the Board Secretary not later than ten (10) school days or fourteen (14) calendar days, whichever is less, from the receipt of the Step Two decision. The grievant may request a hearing before the Board of Education on the form provided. The Board of Education shall render a written decision, with reasons, not later than forty-five (45) calendar days following its receipt of the grievance. The Association may move the grievance to Step Four after forty-five (45) days if the Board has not rendered a decision. Copies of the Board's written decision shall be forwarded to the aggrieved, the principal or immediate supervisor and the president of the Association.

Step Four: If the grievant is not satisfied with the Step Three decision, a request for the appointment of an Arbitrator may be made by the Association within five (5) calendar days of receipt of the Board's decision. A copy of the request shall be forwarded to the Board Secretary at the same time. The Board and the Association agree to adhere to the rules of the American Arbitration Association or the Public Employment Commission in the selection and the performance of the Arbitrator. The selection of AAA or PERC is to be decided by the moving party. The Arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else; he/she can add nothing to nor subtract anything from, nor modify in any way, this Agreement between the parties. All proceedings shall be conducted in the Board of Education Administrative Office or at any other mutually agreeable location.

C. GENERAL PROVISIONS

1. Time Periods

- a. All time periods specified shall be strictly adhered to unless both parties mutually consent, in writing, to an extension or waiver.
- b. If the grievant fails to proceed to the next level within the time period specified, the grievance shall be deemed abandoned and the most recent decision shall be considered binding. If a decision is not rendered within the prescribed period of time at Steps One or Two, the grievance may automatically proceed to the next step. If the Board fails to render a decision within the prescribed period of time, the grievance shall be deemed decided in favor of the grievant and shall be binding.

- c. When the grievance procedure extends into or occurs during the summer, 'school day' shall be construed to be 'calendar days' exclusive of Saturday, Sunday, or holidays.

2. Procedures

- a. No employee shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that a grievance has been filed. All employees shall continue to comply with directives or Board policies as requested by the Superintendent and/or administrators until the grievance is properly and finally determined.
- b. Forms for filing grievances and requests for review are referenced to in this Agreement and no grievance shall be processed unless the forms are utilized. See Appendix D.
- c. All hearings conducted under this grievance procedure shall be conducted in private and in confidence. Details of these proceedings shall be available only to persons needing such information in the performance of official duties.
- d. In the event that a grievance involves more than one employee and only one supervisor, those employees processing the grievance shall comply with the grievance procedure as outlined above.
- e. If a grievance involves a group of employees who do not have a common principal or immediate supervisor or one employee with more than one immediate supervisor, the grievance shall be processed in accordance with Step One before one of the principals or immediate supervisors involved selected by the Superintendent.
- f. If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- g. No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- h. All documents, communications and records original to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Representation

- a. Following the filing of a written grievance at Step One, an employee may be represented at all stages of the procedure by him/herself or by a representative of his or her own choosing. Even if the employee has designated a representative for the discussion stage with the principal or immediate supervisor which occurs prior to Step One, he/she shall also be involved in those discussions.
- b. The grievant shall have the right to legal counsel at all stages of the grievance procedure as outlined above. Legal counsel for the Board of Education may be in attendance at any stage of the grievance procedure.

- c. The Association may have a representative present at grievance hearings held in accordance with Step One herein. The Association shall have a representative present at grievance hearings held in accordance with Steps Two through Four herein.
4. Costs
- a. Each party will bear the total cost incurred by itself.
 - b. The fees and expenses of the arbitration are the only costs to be shared equally by the parties.

ARTICLE IV

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights; subject, however, to the provisions of this agreement and the policies as formally established and promulgated by the Board.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its teachers in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain teachers in positions within the school 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 lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
3. 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;
4. To establish grade levels 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;
5. To decide upon the means and methods of instruction, the selection of textbooks 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 recommendations of the professional staff as provided for in existing Board policies;
6. To determine class schedules, the hours of student instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and non-teaching activities;
7. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

TEACHERS' RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, N.J.S.A. 34:13A-1 et seq. the parties agree that every employee of the Board shall have the right freely to organize, join and support the Association, the New Jersey Education Association, Mercer County Education Association, and the National Education Association for the purpose of engaging in collective negotiations concerning the terms and conditions of his/her employment.
- B. Nothing contained herein shall be construed to deprive any teachers in the Hopewell Valley Regional School District of any rights now enjoyed by teachers as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.
- C. Whenever any teacher is required to appear before the Board of Education, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- D. No teacher shall be subjected to disciplinary action, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth. This provision shall not be construed to pertain to a decision by the Board not to re-employ a non-tenure teacher, or to lack of retention in any position for which tenure is either not possible or not required.
- E. A teacher must have at least 48 hours to read over his/her observation or evaluation before the conference is held.
- F. No material derogatory to a teacher's conduct, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Teachers shall also have the right to submit a written answer to such material within ten (10) days following the conference. His/her answer shall be reviewed by the Superintendent and attached to the file copy. This material will stay in the teacher's file for three (3) school years.

ARTICLE VI

ASSOCIATION RIGHTS

- A. The President of the HVEA shall be afforded one duty-free period of forty-two minutes per school day to carry out the duties of that office. The Vice President of the HVEA shall be afforded three periods per school week to carry out the duties of that office. The length of the period shall be forty-one minutes for K-5 or forty-two minutes for 6-12 unless there is a change in the traditional schedule. The Treasurer of the HVEA shall be afforded two periods per school week to carry out the duties of that office. The length of the period shall be forty-one minutes for K-5 or forty-two minutes for 6-12 unless there is a change in the traditional schedule. Such duty-free periods shall be scheduled in consultation with the building principal of the building where such officer is assigned, and shall not be scheduled to coincide with the officer's duty-free lunch or preparation period.
- B. The Association shall have the right before the opening of school or after the close of school on school days, to use school and office equipment as may be in each school upon reasonable notice to and approval by the building principal or his designee, which approval shall not be withheld unless such equipment as is desired is in use or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it. No equipment shall be removed from the school building. All use of computer equipment shall be subject to and consistent with district policies governing the use of such equipment as a means of communication.

Such equipment shall be operated only by members of the Association experienced in its use, and the Association shall bear full financial responsibility for its misuse or damage while so being used. In the event of damage to school equipment occurring during the time that said equipment is in use by the Association, the Association agrees to reimburse the Board of Education for costs of repair or replacement of said equipment. The Association shall inventory and, upon request, pay for the reasonable cost of all materials and supplies incidental to such use.

- C. The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the Business Administrator, who shall have the authority to approve a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall, upon request, reimburse the Board for such expense, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof.
- D. No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement.
- E. The Association shall be permitted the use of one-half of one bulletin board in each teachers' room for the purpose of posting official Association notices; provided, however, that no Association notices, posters or informational bulletins of any sort shall be posted elsewhere in

any school building. All Association notices as posted in teachers' rooms shall be official organizational materials, and all notices prior to posting shall be signed by the authorized Association building representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit said notices to the building principal before posting, although the prior approval of the principal shall not be a prerequisite to the posting thereof.

- F. No district, building, department, grade-level, committee or PDAC meeting shall be scheduled on the first or second Tuesday of the month.
- G. The Association may distribute to teachers within the school buildings by use of the existing school mailbox facilities materials dealing with appropriate and legitimate business of the Association; provided, however, that all such materials shall be distributed before or after normal school hours, and further provided that no student, member of the administration or employee in the business offices of the Board or its secretarial staff shall be responsible for the preparation, posting or distribution of materials for the Association. The Association shall have the right to utilize such interschool distribution facilities as may exist; provided, however, that in no case shall the Board be liable for any loss or damage which may result to any materials so distributed by the Association.
- H. At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational efforts nor will the Association permit the use of students as couriers either inside or outside of school buildings.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
- J. Representation Fee
 - 1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per-capita cost of services rendered by the Association as majority representative.
 - 2. Amount of Fee - Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by nonmembers up to 85% of the regular dues will be determined by the Association in accordance with the law and the change(s) therefore being brought to the attention of the Board for verification purposes by the Association.
 - 3. Deduction and Transmission of Fee

- a. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- b. Payroll Deduction Schedule - The Board will deduct the representation fee 30 days after the employee begins his/her employment.
- c. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the NJEA guidelines and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- d. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- e. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE VII

WORK YEAR/WORK DAY

A. **Work Year**

1. **Duration:** The total number of working days for teachers shall not exceed one hundred eighty-five (185) days.
2. **New Teachers:**
 - Effective July 1, 2004, new teachers may be required to attend up to five (5) additional days over the work year set forth in A. above, during their first work year. These additional days shall be for orientation and in-service purposes.
 - Effective July 1, 2005, teachers who are beginning their second full year with the district may be required to attend up to two (2) additional days over the work year set forth in A. above, during their second work year. These additional days shall be for orientation and in-service purposes.
3. **Weather Delays:** In the event that emergency conditions such as inclement weather compel unanticipated school closings during the school year, nothing herein shall be deemed to prevent the extension of the school year to the extent necessary to assure one hundred eighty (180) days of student attendance.
4. The school calendar shall be established and adopted by the Board upon recommendation of the Superintendent of Schools.

B. **Work Day**

1. **Length of Normal School Day:** The length of each normal school day shall not exceed 7 hours and 30 minutes except as provided for specifically in this contract. The teachers' work day shall commence 15 minutes prior to the start of the students' day and shall be completed 15 minutes after the end of the students' day.
2. **Preparation Time:** All teachers shall be guaranteed one period of continuous prep time during each normal school day. The District will make a good faith effort to provide common planning time for grade-level, special education, and special area teachers at least two (2) times per week at the elementary level.

This daily preparation period shall consist of 41 minutes for all teachers assigned to grades K-5, and 42 minutes for teachers assigned to grades 6-12, unless a change is made in the traditional schedule.

In the event that a change in the traditional schedule is made in accordance with this contract, the total of prep time scheduled during the normal five day school week shall be in proportion to scheduled teaching time as follows:

- a. For elementary teachers (K-5) including special education and other teachers not assigned as grade level teachers, one (1) unit of prep time to seven (7) units of teaching time.

- b. For secondary teachers (6-12) teaching mathematics, science, world languages, English, business, or social studies, one (1) unit of prep time to five (5) units of teaching time.
- c. For all other secondary teachers (6-12), one (1) unit of prep time to six (6) units of teaching time.

In the event that a preparation period is lost for any reason other than an emergency closing following the opening of school, the teacher will be compensated according to the rates set forth in the applicable Schedule B, Level XII. A preparation period that is reduced in length pursuant to paragraph 9 of this section shall not be subject to such compensation requirement.

- 3. **Instructional time:** Instructional time during the normal school day shall not exceed the following maximums unless a change is made in the traditional schedule.
 - a. Elementary teachers (K-5) shall not be scheduled to teach more than 287 minutes during the normal school day.
 - b. Secondary teachers (6-12) teaching mathematics, science, world languages, English, business, or social studies shall not be scheduled to teach more than 210 minutes during the normal school day.
 - c. All other secondary teachers (6-12) shall not be scheduled to teach more than 252 minutes during the normal school day.

In the event that a change in the traditional schedule is made in accordance with this contract, instructional time during the normal school day shall not exceed the following maximums:

- d. Elementary teachers (K-5) shall not be scheduled to teach more than 287 minutes during the normal school day.
 - e. Secondary teachers (6-12) teaching mathematics, science, world languages, English, business, or social studies shall not be scheduled to teach more than 270 minutes during the normal school day, not more than an average of 225 minutes per day during a school year.
 - f. All other secondary teachers (6-12) shall not be scheduled to teach more than 270 minute during the normal school day.
- 4. **Lunch Time:** The length of the guaranteed duty-free lunch period shall not be less than forty minutes unless there is a change in the traditional schedule.
 - 5. **Administrative Duty:** All teachers may be assigned administrative duty by the building principal during such times of the normal school day other than when teaching time, preparation time, or duty free lunch time have been scheduled.
 - 6. **Faculty Meetings:** Principals may call faculty meetings where all faculty are expected to be present. Such meetings shall not be more frequent than two times per month or twenty

times per year, recognizing that from time to time the building principal may find it necessary to call an additional meeting in a given month. The length of the faculty meeting shall not exceed 90 minutes beyond the 15 minutes after the regular dismissal of students.

7. **Early Dismissal:** When school is dismissed early due to inclement weather, faculty shall be released within 15 minutes after student dismissal.
8. **Shortened Day:** When the school day is shortened for any reason, such as a delayed opening, an assembly, or an early dismissal that is reasonably foreseeable, the standard administrative practice will be to shorten each period, including the preparation period. If the building principal believes a different method may result in educational advantages, either on a specified occasion or as an alternative standard, he or she shall consult with the faculty, and with the Association's building representative pursuant to sections C.2 of this Article. The principal will attempt to ensure that each period meets for approximately the same amount of time each semester, as objective circumstances permit.

C. **Negotiations and Consultation**

1. **Subjects of Consultation:** The parameters established by sections A and B of this Article shall be considered binding contractual obligations, the breach of which may be grieved pursuant to Article III of this Agreement. Scheduling decisions that comply with the parameters established by sections A and B above shall be considered administrative decisions, excluded from grievance pursuant to Article III of this Agreement, but subject to the consultative obligations and the review procedures set forth in this section.
2. **Building or District-Wide Changes:** Except as provided in paragraph 3 below, administrative proposals regarding scheduling changes that are building-wide or district-wide shall be communicated to the Association's designee by the responsible administrator reasonably in advance of the proposed implementation date so as to allow the opportunity for informal consultation between the administrative decision maker and the Association's representative, unless an identified emergency exists requiring immediate implementation, in which event such communication shall be made as soon as practicable. The administrator and the Association representative shall make a written record of the consultation. The Association may request Superintendent and/or Board review of any alleged failure to communicate timely.
3. **Change from a Traditional Schedule:** Any administrative initiative or proposal to change a building schedule from a "traditional" schedule, shall be subject to the following procedures:
 - a. The terms of the initiative or proposal, shall be communicated to the Association in writing by the responsible administrator.
 - b. The administrator, after consultation with the Association, shall establish a committee consisting of faculty, administrators, and other personnel, such as other staff, parents, students, community representatives, and consultants that the administrator shall determine will be appropriate. The purpose of the committee will be to investigate, evaluate, revise or refine, and provide written recommendations regarding such proposal. Any such recommendations shall specifically address not only the structure of the schedule, but also the manner of implementation including

professional training issues. The administrator shall establish reasonable time frames for the committee to complete its work.

- c. Upon receipt of the committee's work, the administrator shall communicate this information to the Association. The administrator shall also communicate to the Association the intended next steps in any decision making process and shall thereafter consult with the Association to obtain and consider its views of the proposal. The Association shall advise the administrator whether or not the proposal meets the parameters of Sections A and B of this Article, and if not, in what respect.
 - d. A change from a traditional schedule shall be subject to the approval of the Superintendent, and shall be subject to review by the Board.
4. **Changes within a Building:** Administrative proposals or decisions of less than building-wide scope shall be communicated to the affected teacher(s) by the responsible administrator reasonably in advance of the proposed implementation date so as to allow the opportunity for informal consultation between administrative decision maker(s) and the individual teacher(s), unless an identified emergency exists requiring immediate implementation, in which event such communication shall be made as soon as practicable. The Association may request Superintendent and/or Board review of any alleged failure to communicate timely.
 5. **Review By Board of Education:** Any administrative proposal or decision regarding scheduling that meets the parameters of sections A and B of this Article, including any proposal to change a building schedule from a "traditional" schedule, shall be subject to review by the Board upon the request of the Association made in writing and upon notice to the Superintendent. The purpose of the review shall be to permit the Association to present, and for the Board to consider, information or argument regarding any alleged inequity, improper discrimination, or arbitrariness in the administrative proposal or decision or a related failure to communicate timely. In this connection, information regarding past scheduling practices may be presented but need not be considered binding. In addition, if the Association alleges a negotiable impact of the administrative proposal or determination, the Board shall consider same. In making any such claim of negotiability, the Association shall state whether it wishes to reopen the contract or defer such negotiations to the time of negotiations for a successor agreement. The Board shall convene as a whole or by duly authorized subcommittee to begin such consideration within two weeks of the receipt of the Association's request. The Board shall communicate its determination of the matter to the Association in writing within one week of the conclusion of the review. Nothing herein shall be deemed to preclude review of a negotiability issue by PERC according to law.
 6. **Excessive Work Requirements:** The Board and the Association recognize that all teachers may incur instructional responsibilities that necessitate attendance at after school or evening events, such as parent conferences, faculty meetings, Back-to-School nights, or curriculum meetings. Instructional responsibilities performed outside the normal school day are considered part of each teacher's basic work obligation. The Association may request Board review of any alleged excessive after school or evening work requirement, by invoking the procedures specified in paragraph 5 above.

ARTICLE VIII

SALARIES

The following guides for the administration of salaries for teachers and certain specified extra-curricular activities shall become effective on July 1, 2008, July 1, 2009 and July 1, 2010 respectively. Said salary guides shall supersede any salary schedules or guides previously adopted for teachers and extra-curricular activities. Employees of the bargaining unit who heretofore have

voluntarily withdrawn from assignment to Appendix B duties or positions shall have to right to apply for such duties or positions in the future. Said salary guides are annexed hereto and specifically incorporated herein by reference as:

APPENDIX A1, A2 and A3 TEACHERS' SALARY GUIDE and
APPENDIX B EXTRA-CURRICULAR ACTIVITIES.

1. Annual increments for satisfactory service will be granted upon the recommendation of the Principals and Superintendent of Schools subject to the approval of the Board of Education. In addition to the salary provided for above, each teacher originally hired in or for a certificated position and who has completed fifteen (15) years of service in the District and a year at the maximum step, in such position shall be paid \$1,000 per year. After twenty (20) years of service in the District and a year at maximum step, a teacher shall be paid \$2,000 per year.
2. Courses of study must be approved in advance by the Superintendent of Schools if salary credit is desired.
3. A Bachelor's Degree plus 30 graduate credits, of which not more than 6 shall be in courses specifically concerned with child growth and development; and of which not more than 12 may be in courses normally considered liberal arts or the humanities or courses in an approved program leading to an advanced degree; and the balance shall be in the subject which the teacher is teaching is a requisite for placement on the B.A. plus 30 schedule.
4. A Master's Degree must have been attained before a teacher will be considered eligible for placement on the Master's schedule.
5. A Master's Degree plus 20 graduate credits of which not more than 6 shall be in courses specifically concerned with child growth and development, and of which not more than 9 may be in courses normally considered liberal arts or the humanities or courses in an approved program leading to an advanced degree; and the balance shall be in the subject which the teacher is teaching, is a requisite for placement on the M.A. plus 20 schedule.
6. A Doctor of Philosophy or a Doctor of Education or a Doctor in the subject fields must be attained before a teacher will be considered eligible for placement on the Ph.D. schedule.
7. When a teacher has met the requirements and has been granted an advanced degree from a college or university; or when a teacher has earned the prescribed graduate credits listed above; or when a teacher has been awarded local credits by the Professional Development Council, he/she shall present official evidence; the Superintendent shall submit such evidence to the Board of Education. He/she shall be advanced to the next applicable salary guide starting the 1st of the next month following approval of the Board of Education at the regular meeting.
8. All references in this article or this contract to undergraduate or graduate credits, to degrees, Bachelor, Master, or Doctorate means they must be attained from a college or university accredited to confer degrees by one of the regional accrediting associations or if the college is located in a foreign country then the college or university must be approved by the U.S. government. When necessary, transcripts from a college or university located in a foreign country may be referred to the appropriate federal agency for translation, interpretation, and evaluation. B.A. plus 30 graduate credits means 30 graduate credits attained after the B.A. has

been awarded. M.A. plus 20 graduate credits means 20 graduate credits attained after the M.A. has been awarded.

9. Teachers employed by the district are eligible for tuition reimbursement for approved graduate or undergraduate courses at an accredited, degree-granting, institution of higher learning provided that:

- a. Courses must be from an accredited college or university and must be:
 1. in subjects specifically concerned with child growth and development; or,
 2. in a subject area which the teacher is teaching or may be assigned to teach; or,
 3. is required as part of an approved program leading to an advanced degree in the subject area which the teacher is teaching; or,
 4. in a subject area or in a work responsibility area which the teacher may be assigned in the future in the determination of the Superintendent of Schools and which the teacher seeks to study.
 5. employees may take graduate level courses in education, but not courses leading to a degree in administration or supervision.
- b. Courses must be approved in advance by the Superintendent of Schools.
- c. Courses must be successfully completed with a grade of "B" or higher.
- d. There shall be a per-school budget year maximum reimbursement for twelve (12) credits.

For teachers with three (3) or more years of credited teaching experience, the teacher may be reimbursed for no more than six (6) credits in the fall semester and no more than six credits in the spring semester. Up to the maximum annual credits may be taken in the summer semester.

For teacher with fewer than three (3) years of credited teaching experience, the teacher may be reimbursed for no more than three (3) credits in the fall semester and no more than three (3) credits in the spring semester. Up to the maximum annual credits may be taken in the summer semester.

- e. Tuition reimbursement shall be at actual costs and not to exceed the rates prevailing at the College of New Jersey.
- f. Reimbursement of textbooks, workbooks and lab fees will be capped at \$400 per year, and are subject to the submission of appropriate receipts with the reimbursement claim.
- g. Reimbursement under this Article may be available to teachers for college-sponsored graduate-level non-classroom courses such as video courses, internet courses, and other non-traditional courses. Reimbursement for such a course must have prior approval of the Superintendent.
- h. Reimbursement under this Article may be available to teachers for college-sponsored undergraduate-level courses. Reimbursement for such a course must have prior approval of the Superintendent.

- i. A teacher who receives reimbursement under 9. and who then leaves the District's employment, except in a retirement or involuntary termination situation, shall reimburse the District 50% of the reimbursed amount for the year prior to departure.
10. Ten (10) credits for professional development activities may be used toward placement on the B.A. plus 30 schedule. Five (5) additional professional development credits earned after 9/1/93 may also be used toward placement on the B.A. plus 30 schedule. Six (6) credits for professional development activities may be used toward placement on the M.A. plus 20 schedule. Four (4) additional professional development credits earned after 9/1/93 may also be used toward placement on the M.A. plus 20 schedule.
11. Salary checks will be issued on the fifteenth and the last day of the month unless the fifteenth or last day falls on a Saturday, Sunday, or legal holiday when school is closed, in which case the checks will be issued on the preceding school day. In June, checks will be issued on the last day of required attendance for teachers.
12. Professional employees whose travel by personal auto has been approved will be reimbursed for travel expenditures at the prevailing IRS rate.
13. Unit members will have the option of having direct deposit of their checks to the bank of their choice.
14. A teacher who is assigned mentoring duties for a regular route teacher candidate during the candidate's first year shall be paid a stipend of \$957.00. A teacher who is assigned mentoring duties for an alternate route teacher candidate during the candidate's first year shall be paid a stipend of \$1,126.00. Mentors shall not be required to directly or indirectly evaluate provisional teachers as provided in Department of Education Guidelines.
15. The Board shall establish a tax qualified salary reduction plan, under the terms of which each employee may, by affirmative election, choose to apply cash compensation to fund an individual medical expense spending account and/or a dependent care spending account. The Association shall designate a representative to consult with the Board on the preparation and implementation of the plan.

ARTICLE IX

SICK LEAVE

- A. A teacher (contracted for 185 days) is entitled to 10 sick days without loss of pay. All days not used shall be cumulative. The Board of Education may require a physician's certificate to be filed with the Human Resources Department in the case of sick leave claimed.
- B. If a teacher should suffer an extended illness and has exhausted all current and accumulated sick leave time, he/she may request additional sick leave. Such request shall be considered by the Board of Education on a case by case basis.
- C. Family Leave: The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.
- D. When a teacher is retired from active duty in accordance with the Teachers' Pension and Annuity requirements after fifteen (15) years of active service in Hopewell Valley, or when a teacher resigns from employment after 20 years of active service in Hopewell Valley, the Board of Education will pay the teacher for unused sick leave days at the per-diem rate of \$100.00 to a maximum payment of \$12,000.00. This provision shall be effective July 1, 2008 and remain in effect throughout the term of this Agreement.
- E. Each recommended candidate for employment must undergo a medical examination in conformity with State Certification standards. Professional employees must have such medical examinations as are required by State laws or by the Board of Education. When a physical examination is required by the Board of Education it shall be done by a school doctor and the fee will be paid by the Board of Education.

ARTICLE X

SABBATICAL LEAVE

- A. Any professional employee who has taught seven years in the local district is eligible to apply for sabbatical leave.
- B. The Superintendent can approve either enrollment in a graduate program and/or involvement in a research program that requires levels of time and commitment equivalent to those of full-time graduate study. In addition, the objectives of the sabbatical must enhance the teacher's professional growth and the quality of instruction in the classroom.

The Board shall provide tuition reimbursement for all approved courses taken during a sabbatical in accordance with the reimbursement rate as defined in Article VIII, paragraph 9, except that reimbursement shall be for as many as eighteen (18) credits per year of sabbatical.

- C. A sabbatical leave shall consist of one full year at 2/3 pay, or one half year at 2/3 pay of the rate that would normally be earned during that particular period.
- D. A maximum of 5% of the eligible persons may take a sabbatical leave at any one time. Selection will be determined by the Superintendent, subject to Board approval, considering the needs in each department in the school and in the overall educational needs of our system in general.
- E. A sabbatical leave may be taken no more than once every seven years.
- F. Before beginning a sabbatical leave, the person granted the leave shall enter into contract to return to active service in the Hopewell Valley School System for a period of at least two years after expiration of such leave. A teacher who does not fulfill this agreement shall repay the Hopewell Valley Board of Education a sum equaling the amount received while on leave; unless the teacher's failure to serve the two years is due to his/her illness or disability, or if he/she is discharged from his/her position by the Board of Education.
- G. During a sabbatical leave the professional staff member shall retain salary, tenure, and pension rights and benefits as if in full-time employment.
- H. Application for the sabbatical leave must be made in writing to the Superintendent of Schools by February 1 in order that a leave may be granted for the succeeding academic year. By April 1, the Board of Education shall notify the applicant in writing of approval.

Any application submitted after February 1 will be considered on an individual basis and applicants will be notified after June 1.

- I. An employee upon return from a sabbatical leave shall be assigned to his/her former teaching position, or to a position of comparable status.

ARTICLE XI

PERSONAL LEAVE

A. Personal Leave with Pay

Personal leave with pay not to exceed a total of six days per year, (three additional days per year for each death in the immediate family) may be granted by the Superintendent of Schools for the following reasons:

1. **Serious illness in immediate family:** Family shall mean spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, grandparent, or other relative who lives within the household of the staff member.
2. **Bereavement as a result of death outside of the family:** Absence in such cases shall be allowed with pay for the day of the funeral. In the event of the death of a district staff member, officer, or student, use of this leave may be limited by the Superintendent.
3. **Death in the family:** Family shall mean spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, grandparent, or other relative who lives within the household of the staff member. The leave of absence may precede, include, or follow the death of the family member.
4. **Legal request:** Absence from school by reason of subpoena, jury service summons, or other legal appointments, excluding house closing. Any employee receiving a subpoena or summons that requires the employee to be absent under this leave provision shall provide the Superintendent with written notice of same within two business days after the subpoena or summons for jury service is served upon or received by the employee. The failure to give timely notice may result in a denial of leave hereunder. Nothing herein shall affect the right of the school district or of the employee to seek an excuse or deferral of jury duty to a time more convenient in accordance with law.
5. **Personal Reasons:**
 - a. Non-Cumulative
 - (1) Marriage of employee (3 days)
 - (2) Graduation - the date of graduation of the employee, spouse, or his/her child (1 day per year)
 - (3) Examination for a degree
 - (4) Marriage in immediate family (1 day)
 - (5) Educational leave - A teacher may be granted up to two days of the non-cumulative leave of absence with pay at the end of the school year as may be required to attend summer school classes and/or to travel to the place where such classes are to be held, upon the recommendation of the Superintendent and approval of the Board.
 - b. Cumulative

A teacher contracted for 185 days can request three days leave for a reason other than those listed above, or without reason and this request should be submitted through the principal to the Superintendent three school days prior to the date requested. However, one such day may be requested in stated emergency circumstances with shorter notice. No more than 5% of the eligible employees shall be approved for such leave on any given day.. These days shall not be granted immediately before or immediately after a long weekend, holiday or vacation unless the days are being used for religious observance. If unused, these days shall accumulate as sick leave at the end of the school year.

B. Personal Leave Without Pay

The Board may in its discretion grant an extended leave of absence for personal reasons. The Board shall determine the number of employees who may be granted an extended leave at the same time, and may at its sole discretion suspend the leave program in its entirety. If granted, such leave shall be without compensation and without benefits, except that the employee may continue health insurance coverage at his/her sole expense as may be required or permitted under COBRA. Such leave in all cases shall be conditioned upon an agreement by the employee to return to work on a specified date. An extended leave of absence for personal reasons may be authorized only upon written application of the employee, the affirmative recommendation of the Superintendent of Schools and approval of the Board of Education.

1. Extended personal leave may be granted for 24 months or less, and its duration shall be determined solely by the convenience of the district in conducting its educational programs in an orderly way.
2. The district may require a medical examination upon the return of the employee from extended personal leave at its sole discretion and expense. If the employee chooses to submit the report of an examining physician of his/her choice, the employee will pay the expense of such examination. The district may nonetheless require an additional examination by a physician of its choosing.
3. Subject to the requirements of law, the period of an extended personal leave without pay shall not be counted as a period of service for the purpose of determining longevity or seniority.

INVOLUNTARY TRANSFERS BETWEEN SCHOOLS

- A. Involuntary transfers shall be made only when necessary in the opinion of the Superintendent.
- B. Notice of an involuntary transfer shall be given to teachers as soon as practicable, and except in cases of emergency, not later than April 30.
- C. When an involuntary transfer is to be made, first consideration shall be school and district program. A teacher's area of competence, major or minor field of study, length of service in the Hopewell Valley Regional School District, length of service in the particular school building, state and/or federal laws, rules, regulations or administrative directives and wishes of the individual teacher shall also be considered.
- D. An involuntary transfer shall be made only after a meeting between the teacher involved, the Supervisor, and the Principal, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.
- E. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such teachers may request the position, in order of preference, to which they desire to be transferred.
- F. As soon as practicable, and no later than May 15, the Superintendent shall send to the Association a system-wide schedule showing the names of all teachers who have been transferred.

ARTICLE XIII

VOLUNTARY TRANSFERS BETWEEN SCHOOLS

- A. No later than May 15th of each school year, the Superintendent shall send to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year as of May 15th.
- B. Teachers who desire a transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- C. In the determination of requests for voluntary transfers, the wishes of the individual teacher shall be considered along with the instructional requirements and best interests of the school system.
- D. As soon as practicable, and no later than May 15th, the Superintendent shall send to the Association a system-wide schedule showing the names of all teachers who have been transferred to date.

ARTICLE XIV

DEDUCTION FROM SALARY

- A. The Board Secretary will make deductions from salary for those teachers desiring participation in the tax-sheltered annuity programs administered by the New Jersey Division of Pensions, the Siracusa Benefits Program, the Metropolitan Life Insurance Company, PRIMERICA, Vanguard, and two additional companies to be mutually agreed by the Board Secretary and the H.V.E.A., upon authorization by the teacher. This procedure is intended solely as a convenience for the teachers and implies no liability for the Board or the H.V.E.A. beyond the proper performance of the deductions.

- B. The Board Secretary will make deductions from salary for those teachers desiring participation in the Mercer County Teachers' Federal Credit Union. This procedure is intended solely as a convenience for the teachers and implies no liability for the Board or the H.V.E.A. beyond the proper performance of the deductions.

ARTICLE XV

INSURANCE AND HEALTH

A. Health Insurance. The Board shall arrange for group health insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.
2. Coverages will be available in the following plans:
 - a. the current Horizon BC/BS Direct Access Plan, which shall continue to include a \$15 office co-pay, a deductible of \$150/\$300, and out-of-network coinsurance of 60%.
 - b. effective July 1, 2008, the Aetna Patriot Plan with a \$5 co-pay.
 - c. the current Aetna Value Plus Plan with a co-pay of \$10, which co-pay shall become \$15 on July 1, 2010.
 - d. the Aetna Premier \$2 plan but only until June 30, 2008. This plan shall be eliminated effective June 30, 2008.
 - e. any other change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
3. Major medical coverage under the point of service plan shall contain a \$10,000 stop loss which will provide a maximum out of pocket medical expense cost per year.
4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursements, which shall be authorized by each employee at the time coverage is selected.
5. Employee contributions to each year's health insurance premium shall be as follows, with the Board paying the balance:

<u>Coverage Level:</u>	<u>Single</u>	<u>H-W/CUPs</u>	<u>PC</u>	<u>Family</u>
Direct Access 2008-2010	3.0%	7.0%	7.0%	9.0%
Aetna Premier in 07-08	\$0.0	\$190.92	\$0.0	\$0.0
All other Aetna in 07-08	0.0%	0.0%	0.0%	0.0%
All Aetna beginning 7/1/08	3.0%	5.0%	5.0%	5.0%

B. Prescription Drug Insurance. The Board shall arrange for group prescription drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.

2. Effective July 1, 2010, the co-pay for each prescription covered shall be \$20 Brand Name/\$15 Generic/\$15 Mail-order for a ninety day supply.
 3. The Blue Cross Prescription Drug Plan is approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
 4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
 5. The premium cost of the prescription drug insurance shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- C. Dental Insurance. The Board shall arrange for full family group dental insurance coverage to be available to members of this bargaining unit in accordance with the following terms.
1. Coverages will be available under the current Blue Cross/Blue Shield Dental Program, a “traditional” plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as “Managed Dental Care,” a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as “Total Care,” a facility based HMO style plan. These plans are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
 2. Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at 80%.
 3. Orthodontia shall be covered as provided in the Managed Dental Care and Total Care plans providing for 50% and 100% coverage, respectively.
 4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected. Employees may select the particular plan desired during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 20 hours or more pre week to be considered eligible for this dental insurance coverage.
 5. The premium cost of the dental insurance plan shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- D. Retired Employees. Any employee who retires from the district may continue any of the above health insurance benefits, if available from the carrier. Employees shall be responsible for payment premium costs at the available group rate.

- E. Premium Charges. The Board shall annually provide the Association with a written letter from its insurance broker, or in lieu of a broker, from its insurer(s), indicating the premium charges for each plan and category quoted for the coming fiscal year, prior to the Board's adoption of or approval of the plan contract for the coming year.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. In the event that any member of the Association is elected to the position of President of the M.C.E.A., N.J.E.A., or N.E.A., which requires a full-time commitment of the member, he/she will be granted a leave of absence without pay. Such leave shall not exceed two years, and shall be coterminous with the school year.
- C. Copies of this Agreement shall be duplicated, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed. It will be presented to all teachers now employed or hereafter employed during the duration of this contract.
- D. 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 by telegram or registered or certified mail at the following addresses:
 - If by Association, to the Board at 425 South Main Street, Pennington, New Jersey, 08534
 - If by Board, to the Association at the President's permanent address.
- E. This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.
- F. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the 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 full force and effect.
- G. Currently enrolled children, siblings of currently enrolled children, and children enrolled during the 2001-2002 school year, of employees of this unit who were employed on or before June 30, 2001, may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of ten percent (10%) of the established tuition rate within the Hopewell Valley Regional School District. Any children of presently incumbent employees enrolled on or before 9/1/93 may continue on the same basis as provided in previous collective bargaining agreements. Any future children of employees employed as of June 30, 2001 who are not otherwise covered by the foregoing provisions may enroll upon the payment of tuition in the amount of twenty-five percent (25%) of the established tuition rate. In all cases where tuition is paid, such payment must be made by payroll deduction authorized by the district employee. Children of future employees not qualifying for the above benefit may be accepted in the accordance with the district's normal practices for enrolling out-of-district residents, but in no

event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration of this Agreement.

H. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011, superseding any and all previous agreements between the parties.

ARTICLE XVII

SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement, consisting of 49 pages, on the 17th day of March, 2008.

HOPEWELL VALLEY REGIONAL
BOARD OF EDUCATION

By _____
Mel Myers, President

ATTEST:

Robert Colavita, Secretary

HOPEWELL VALLEY EDUCATION
ASSOCIATION

By _____
Bernadette Schetler, President

ATTEST:

Heidi Olson, Vice President

TEACHER SALARY SCHEDULE
2008-2009

STEP	BA	BA+30	MA	MA+20	PHD
1	\$46,074	\$47,074	\$49,574	\$49,774	\$51,474
2	\$47,664	\$48,664	\$51,164	\$51,364	\$53,064
3	\$49,308	\$50,308	\$52,808	\$53,008	\$54,708
4	\$51,010	\$52,010	\$54,510	\$54,710	\$56,410
5	\$52,769	\$53,769	\$56,269	\$56,469	\$58,169
6	\$54,590	\$55,590	\$58,090	\$58,290	\$59,990
7	\$56,473	\$57,473	\$59,973	\$60,173	\$61,873
8	\$58,422	\$59,422	\$61,922	\$62,122	\$63,822
9	\$60,437	\$61,437	\$63,937	\$64,137	\$65,837
10	\$62,522	\$63,522	\$66,022	\$66,222	\$67,922
11	\$64,679	\$65,679	\$68,179	\$68,379	\$70,079
12	\$66,911	\$67,911	\$70,411	\$70,611	\$72,311
13	\$69,219	\$70,219	\$72,719	\$72,919	\$74,619
14	\$71,607	\$72,607	\$75,107	\$75,307	\$77,007
15	\$74,078	\$75,078	\$77,578	\$77,778	\$79,478
16	\$76,633	\$77,633	\$80,133	\$80,333	\$82,033
17	\$79,277	\$80,277	\$82,777	\$82,977	\$84,677
18	\$82,012	\$83,012	\$85,512	\$85,712	\$87,412

After 15 years of service in the District and a year at the maximum step, a teacher shall be paid \$1,000 longevity per year. After 20 years of service in the District and a year at maximum step, a teacher shall be paid \$2,000 longevity per year. (These are not cumulative.)

TEACHER SALARY SCHEDULE
2009-2010

STEP	BA	BA+30	MA	MA+20	PHD
1	\$47,664	\$48,664	\$51,164	\$51,364	\$53,064
2	\$49,270	\$50,270	\$52,770	\$52,970	\$54,670
3	\$50,931	\$51,931	\$54,431	\$54,631	\$56,331
4	\$52,647	\$53,647	\$56,147	\$56,347	\$58,047
5	\$54,421	\$55,421	\$57,921	\$58,121	\$59,821
6	\$56,255	\$57,255	\$59,755	\$59,955	\$61,655
7	\$58,151	\$59,151	\$61,651	\$61,851	\$63,551
8	\$60,111	\$61,111	\$63,611	\$63,811	\$65,511
9	\$62,136	\$63,136	\$65,636	\$65,836	\$67,536
10	\$64,230	\$65,230	\$67,730	\$67,930	\$69,630
11	\$66,395	\$67,395	\$69,895	\$70,095	\$71,795
12	\$68,633	\$69,633	\$72,133	\$72,333	\$74,033
13	\$70,945	\$71,945	\$74,445	\$74,645	\$76,345
14	\$73,336	\$74,336	\$76,836	\$77,036	\$78,736
15	\$75,808	\$76,808	\$79,308	\$79,508	\$81,208
16	\$78,423	\$79,423	\$81,923	\$82,123	\$83,823
17	\$81,129	\$82,129	\$84,629	\$84,829	\$86,529
18	\$83,928	\$84,928	\$87,428	\$87,628	\$89,328

After 15 years of service in the District and a year at the maximum step, a teacher shall be paid \$1,000 longevity per year. After 20 years of service in the District and a year at maximum step, a teacher shall be paid \$2,000 longevity per year. (These are not cumulative.)

TEACHER SALARY SCHEDULE
2010-2011

STEP	BA	BA+30	MA	MA+20	PHD
1	\$49,022	\$50,022	\$52,522	\$52,722	\$54,422
2	\$50,666	\$51,666	\$54,166	\$54,366	\$56,066
3	\$52,364	\$53,364	\$55,864	\$56,064	\$57,764
4	\$54,120	\$55,120	\$57,620	\$57,820	\$59,520
5	\$55,934	\$56,934	\$59,434	\$59,634	\$61,334
6	\$57,810	\$58,810	\$61,310	\$61,510	\$63,210
7	\$59,748	\$60,748	\$63,248	\$63,448	\$65,148
8	\$61,751	\$62,751	\$65,251	\$65,451	\$67,151
9	\$63,821	\$64,821	\$67,321	\$67,521	\$69,221
10	\$65,960	\$66,960	\$69,460	\$69,660	\$71,360
11	\$68,172	\$69,172	\$71,672	\$71,872	\$73,572
12	\$70,457	\$71,457	\$73,957	\$74,157	\$75,857
13	\$72,819	\$73,819	\$76,319	\$76,519	\$78,219
14	\$75,261	\$76,261	\$78,761	\$78,961	\$80,661
15	\$77,784	\$78,784	\$81,284	\$81,484	\$83,184
16	\$80,391	\$81,391	\$83,891	\$84,091	\$85,791
17	\$83,087	\$84,087	\$86,587	\$86,787	\$88,487
18	\$85,872	\$86,872	\$89,372	\$89,572	\$91,272

After 15 years of service in the District and a year at the maximum step, a teacher shall be paid \$1,000 longevity per year. After 20 years of service in the District and a year at maximum step, a teacher shall be paid \$2,000 longevity per year. (These are not cumulative.)

EXTRA-CURRICULAR ACTIVITIES

Level	Extra-Curricular Activity	# Payouts	Start Date
I			
	Head Baseball	5	9/15
	Head Boys Basketball	7	12/1
	Head Boys Lacrosse	5	3/31
	Head Boys Soccer	5	9/15
	Head Boys Spring Track	5	3/31
	Head Field Hockey	5	9/15
	Head Football	5	9/15
	Head Girls Basketball	7	12/1
	Head Girls Lacrosse	5	3/31
	Head Girls Soccer	5	9/15
	Head Girls Spring Track	5	3/31
	Head Ice Hockey	7	12/15
	Head Softball	5	3/31
	Head Wrestling	7	12/15
	Head Girls Cross Country	5	9/15
	Head Boys Cross Country	5	9/15
	Head Girls Indoor Track	7	12/15
	Head Boys Indoor Track	7	12/15
	Marching Band Director	20	9/15
	Head Girls Swimming	7	12/15
	Head Boys Swimming	7	12/15
II			
	Head Boys Tennis	5	3/31
	Head Fall Cheerleading	5	9/15
	Head Winter Cheerleading	7	12/15
	CHS Winter Musical Vocal Music Director	5	12/15
	CHS Winter Musical Drama Director	5	12/15
	DECA Coordinator	20	9/15
	Head Girls Tennis	5	3/31
	Head Golf		

Level	Extra-Curricular Activity	# Payouts	Start Date
III	Assistant Baseball	5	3/31
	Assistant Boys Basketball	7	12/15
	Assistant Boys Lacrosse	5	3/31
	Assistant Boys Soccer	5	9/15
	Assistant Field Hockey	5	9/15
	Assistant Football	20	9/15
	Assistant Girls Basketball	7	12/15
	Assistant Girls Lacrosse	5	3/31
	Assistant Girls Soccer	5	9/15
	Assistant Ice Hockey	7	12/15
	Assistant Softball	5	3/31
	Assistant Wrestling	7	12/15
	Yearbook Advisor	20	9/15
	Assistant Cross Country	5	9/15
	Assistant Track	5	3/31
	Assistant Marching Band Director	20	9/15
	Color Guard Designer/Choreographer/Instructor	20	9/15
	Percussion Instructor/Arranger	20	9/15
	CHS Spring Dramatic Production Director	5	3/31
	CHS Fall Dramatic Production Director	5	9/15
	TMS Musical Director	6	1/15
	Assistant Swimming	7	12/15
	CHS Robotics Advisor	20	9/15
	JV Baseball	5	3/31
	JV Boys Lacrosse	5	3/31
	Freshman Boys Lacrosse	5	3/31
	JV Boys Soccer	5	9/15
	Freshman Boys Soccer	5	9/15
	JV Field Hockey	5	9/15
	Freshman Field Hockey	5	9/15
	JV Football	5	9/15
	Freshman Football	5	9/15
	JV Girls Basketball	7	12/15
	Freshman Girls Basketball	7	12/15
	JV Girls Lacrosse	5	3/31
	JV Girls Soccer	5	9/15
	Freshman Girls Soccer	5	9/15
	JV Softball	5	3/31
	JV Wrestling	7	12/15
	Assistant Lacrosse	5	3/31

Level	Extra-Curricular Activity	# Payouts	Start Date
IV			
	CHS Concentrated Studies Advisor	20	9/15
	CHS Peer Leadership Advisor	20	9/15
	CHS Student Council	20	9/15
	CHS Jazz Ensemble Director	20	9/15
	Assistant Cheerleading	5	9/15
	Assistant Tennis	5	3/31
	JV Boys Tennis	5	9/15
	Elementary Mini-musical	5	3/31
	CHS Senior Class Advisor	20	9/15
V			
	CHS National Honor Society	20	9/15
	Timberlane Baseball	5	3/31
	Timberlane Basketball	7	12/15
	Timberlane Cross Country	5	9/15
	Timberlane Field Hockey	5	9/15
	Timberlane Lacrosse	5	3/15
	Timberlane Soccer	5	9/15
	Timberlane Softball	5	3/31
	Timberlane Student Council	20	9/15
	Timberlane Wrestling	7	12/15
	Timberlane Track	5	3/31
	Timberlane Cheerleading	7	12/15
	CHS Winter Musical Orchestra Director	5	3/31
	TMS Jazz Ensemble Director	20	9/15
	TMS Assistant Musical Director	20	9/15
	TMS Select Vocal Ensemble (Timberlane Singers)	20	9/15
	Assistant Robotics Advisor	20	9/15
VI			
	Bulldog News	20	9/15
	CHS Junior Class Advisor	20	9/15
	Forensic - Debate	20	9/15
	Model U.N.	20	9/15
	Timberlane Peer Leader Advisor	20	9/15
	Washington Seminar Director	8	1/15
	Drill Designer	20	9/15
	CHS Winter Musical Choreographer	5	3/31

<i>When a teacher is required by the building principal to work beyond the regular work day for such things as acting as a responsible adult (chaperone/crowd control) at athletic events, Saturday suspension, after school suspension, dances, concerts, plays, etc., if the assignment is not part of the teacher's instructional responsibility, the teacher will be compensated at this hourly rate. This will exclude such activities as back-to-school night, faculty meetings, department, and/or curriculum meetings. All participation in clubs, not listed as an extracurricular activity, shall be on a voluntary basis. Summer in-service will be paid at this rate.</i>			
XIII	K-5 Lunch Duty (per marking period)	\$1,036	
	K-8 Study Skills (2 times/wk, per marking period)	\$393	10/15 & 2/15
	CHS Detention/Late Bus Duty (per hour)	\$26	9/15 & 2/15
	TMS Detention/Late Bus Duty (per hour)	\$26	9/15 & 2/15
	Mentor: Alternate Route	\$1,126 - 20	9/15
	Mentor: Year 1	\$957 - 20	9/15
	Timberlane Athletics Coordinator (per season)	\$3,000	9/15 & 2/15
	CHS Wellness Coordinator (per year)	\$5,000	9/15
	Game Site Coordinator (per hour)	\$35	9/15
	CHS/TMS A.M. Duty	\$1,120 per sem	9/15 & 2/15
	K-5 Teacher in Charge	\$1,160	
	Notes:		
	General Payout Guidelines:		
	Fall Sports Activities	5	9/15-11/15
	Winter Sports Activities	7	12/15-3/15
	Spring Sports Activities	5	3/31-5/31
	It is understood that when a position has been adjusted by level, the placement of any individual within the range for that level remains within the Board's discretion. A level revision does not automatically entitle an incumbent to move from the maximum of one level range to maximum in the succeeding level range.		
	Because lunch duty has been eliminated from Appendix B for CHS and Timberlane, this duty will be rotated on a yearly basis unless mutually agreed upon by the principal and staff member.		

EXTRA-CURRICULAR ACTIVITY SALARY GUIDELINES

Hiring Guidelines

1. Any newly hired coach with no experience in the Level __ position for which he/she is being hired will start at Step 1 of the ECA salary guidelines.
2. Any newly hired coach with head coaching experience in a Level __ sport, but not the specific sport for which he/she is being hired, will be credited with one step for each two previous years' experience.
3. Any newly hired coach with head coaching experience in other than a Level __ sport will be credited with one step for each three years' experience as a head coach.
4. Any newly hired coach with experience in the Level __ position for which he/she is being hired will be credited with one step for each years' experience in that sport.
5. Any newly hired coach with no head coaching experience but with assistant coaching experience in the Level __ position for which he/she is being hired will be credited with one step for each 3 years' experience as an assistant coach.
6. Any newly hired coach with no head coaching experience but with assistant coaching experience in other than a Level __ sport, will be credited with one step for each four years' experience as an assistant coach.

“Coaching experience” is defined as coaching in a school setting.

Please note: For newly hired coaches, placement on the appropriate step of the guide will be in accord with no more than one of the determining guidelines above.

LEVEL I

STEP	2008-2009	2009-2010	2010-2011
1	\$5,142	\$5,142	\$5,142
2	\$5,399	\$5,399	\$5,399
3	\$5,657	\$5,657	\$5,657
4	\$5,940	\$5,940	\$5,940
5	\$6,223	\$6,223	\$6,223
6	\$6,532	\$6,532	\$6,532
7	\$6,841	\$6,841	\$6,841
8	\$7,185	\$7,185	\$7,185
9	\$7,529	\$7,529	\$7,529

LEVEL II

STEP	2008-2009	2009-2010	2010-2011
1	\$4,251	\$4,251	\$4,251
2	\$4,537	\$4,537	\$4,537
3	\$4,823	\$4,823	\$4,823
4	\$5,110	\$5,110	\$5,110
5	\$5,397	\$5,397	\$5,397
6	\$5,684	\$5,684	\$5,684
7	\$5,970	\$5,970	\$5,970
8	\$6,257	\$6,257	\$6,257
9	\$6,544	\$6,544	\$6,544

LEVEL III

STEP	2008-2009	2009-2010	2010-2011
1	\$3,520	\$3,520	\$3,520
2	\$3,770	\$3,770	\$3,770
3	\$4,020	\$4,020	\$4,020
4	\$4,270	\$4,270	\$4,270
5	\$4,521	\$4,521	\$4,521
6	\$4,770	\$4,770	\$4,770
7	\$5,020	\$5,020	\$5,020
8	\$5,271	\$5,271	\$5,271
9	\$5,521	\$5,521	\$5,521

LEVEL IV

STEP	2008-2009	2009-2010	2010-2011
1	\$2,792	\$2,792	\$2,792
2	\$2,982	\$2,982	\$2,982
3	\$3,171	\$3,171	\$3,171
4	\$3,361	\$3,361	\$3,361
5	\$3,550	\$3,550	\$3,550
6	\$3,740	\$3,740	\$3,740
7	\$3,929	\$3,929	\$3,929
8	\$4,119	\$4,119	\$4,119
9	\$4,308	\$4,308	\$4,308

LEVEL V

STEP	2008-2009	2009-2010	2010-2011
1	\$2,597	\$2,597	\$2,597
2	\$2,746	\$2,746	\$2,746
3	\$2,895	\$2,895	\$2,895
4	\$3,045	\$3,045	\$3,045
5	\$3,194	\$3,194	\$3,194
6	\$3,343	\$3,343	\$3,343
7	\$3,492	\$3,492	\$3,492
8	\$3,641	\$3,641	\$3,641
9	\$3,789	\$3,789	\$3,789

LEVEL VI

STEP	2008-2009	2009-2010	2010-2011
1	\$2,152	\$2,152	\$2,152
2	\$2,306	\$2,306	\$2,306
3	\$2,460	\$2,460	\$2,460
4	\$2,614	\$2,614	\$2,614
5	\$2,768	\$2,768	\$2,768
6	\$2,922	\$2,922	\$2,922
7	\$3,076	\$3,076	\$3,076
8	\$3,230	\$3,230	\$3,230
9	\$3,385	\$3,385	\$3,385

LEVEL VII

STEP	2008-2009	2009-2010	2010-2011
1	\$986	\$986	\$986
2	\$1,011	\$1,011	\$1,011
3	\$1,037	\$1,037	\$1,037
4	\$1,063	\$1,063	\$1,063
5	\$1,089	\$1,089	\$1,089
6	\$1,114	\$1,114	\$1,114
7	\$1,140	\$1,140	\$1,140
8	\$1,166	\$1,166	\$1,166
9	\$1,193	\$1,193	\$1,193

Memorandum of Agreement: Return from Long Term Leave

This Sidebar Agreement, entered into this 21st day of August, 2001, by and between the Hopewell Valley Regional Board of Education, hereinafter the "Board," and the Hopewell Valley Education Association, hereinafter the "Association,"

Witnesseth,

1. The Board and the Association are parties to an "Agreement" dated August 21st 2001 and are desirous of putting in place certain covenants and understandings without formal supplementation pursuant to Article XVI thereof.
2. The Board has provided by contract and by policy for the provision of various types of long term leave. The parties have accordingly met and discussed certain aspects of these programs, and have conducted negotiations with respect to those program impacts deemed negotiable. The parties are thus desirous of memorializing those points of agreement.
3. Without implying that any one of the following covenants is or is not negotiable, the parties record their agreement that the following circumstances will govern members of the unit who are granted long term leave, with or without pay:
 - a. Members of the unit accepting a grant of long term leave that expires on June 30th of any year shall notify the board secretary in writing whether the employee intends to return to employment after the expiration of such leave. Such notice shall be given to the board secretary on or before March 15th of that year.
 - b. Members of the unit accepting a grant of long term leave that expires on any other date shall notify the board secretary in writing whether the employee intends to return to employment after the expiration of such leave. Such notice shall be given to the board secretary on or before one hundred and five (105) calendar days prior to the date that leave expires.
4. The Board and the Association agree that the foregoing supplemental provision shall for all purposes be deemed to have been agreed for the present and mutual convenience of the parties to the "Agreement", and are in no way intended to establish or alter any practice or precedent of the parties in implementing the "Agreement" or any successor agreements, or to otherwise amend the "Agreement" in any respect.

In Witness Whereof, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed on the day and date above first written.

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

William F. Hills, President

Attest: _____
John Nemeth, Board Secretary

HOPEWELL VALLEY EDUCATION ASSOCIATION

Bernadette Schetler, President

Attest: _____
Heidi Olson, Vice President

HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT
GRIEVANCE REPORT

- 1. Distribution of form: a. Superintendent b. Principal c. HVEA President d. Employee
- 2. If additional space is needed, attach additional sheets.

Name of Grievant: _____ **Assignment:** _____
Building: _____ **Date filed:** _____

Step I

- A. Date Cause of Grievance Occurred: _____
- B. 1. Statement of Grievance: _____
 2. Relief Sought: _____
 Signature: _____
- C. Disposition by Principal: _____ Date: _____
 Signature: _____
- D. Position of Grievant: _____ Date: _____
 Signature: _____

Step II

- A. Date Received by Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee: _____

 Signature: _____
- C. Position of Grievant: _____ Date: _____
 Signature: _____

Step III

- A. Date Received by President of Board or Designee: _____
- B. Disposition of Board: _____

 Signature: _____
- C. Position of Grievant: _____ Date: _____
 Signature: _____

Step IV

- A. Date Submitted to Arbitration: _____
- B. Disposition and Award of Arbitrator: _____