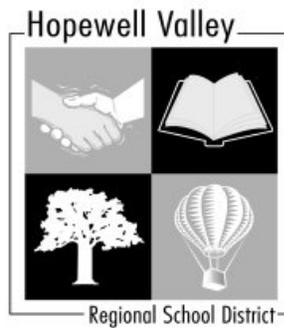


**COLLECTIVE BARGAINING AGREEMENT**



**BY AND BETWEEN**

**HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION**

**AND**

**HOPEWELL VALLEY  
ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

**FOR**

**2004 - 2007**

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**THIS AGREEMENT**

entered into this **July 1, 2004**.

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 ADMINISTRATORS AND SUPERVISORS 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", "SUPERVISORS" or "ADMINISTRATORS".

## **ARTICLE I**

### RECOGNITION

- A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Administrators and Supervisors Association as the exclusive representative for the purposes of collective negotiation concerning the terms and conditions of employment for the following certified personnel under contract with the Board: High School Principal, High School Vice Principal, Middle School Principal, Middle School Vice Principal, Elementary Principal, Elementary Vice Principal, Director of Athletics, Supervisor.
- B. The Association does not represent the following personnel: Superintendent, Assistant Superintendent, Director of Pupil Services, Administrative Assistant, and all other certificated or non-certificated personnel not specifically listed in this section titled "Recognition."
- C. Unless otherwise indicated, the term "Administrators and Supervisors," when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.
- D. The parties affirm their intent, as required by existing statutes, to follow policies of non-discrimination against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, 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.
  - 2. Proposals shall be exchanged at the initial meeting. 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 workday 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, 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 sessions; 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 employee, 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 immediate supervisor in an attempt to resolve the matter informally.

Step One: If, as a result of the discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant may set forth the grievance in writing to the immediate supervisor on the grievance forms provided. The grievant shall have the right to request an informal hearing before the immediate supervisor upon the form provided. If an informal hearing is not requested by the grievant, the 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 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 referred to in this Agreement, and no grievance shall be processed unless the forms are utilized. See Schedule A.
- 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/her self or a representative of his/her choosing.
- 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 Administrators and Supervisors in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain Administrators and Supervisors 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 Administrators and Supervisors 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 decide upon the means and methods of work;
5. To determine schedules, and the duties, responsibilities, and assignments of Administrators and Supervisors with respect thereto;
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## **ARTICLE V**

### ADMINISTRATORS' AND SUPERVISORS' RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, the parties agree that every employee of the Board shall have the right freely to organize, join and support the Association and the New Jersey Principals and Supervisors Association for the purpose of engaging in collective negotiations concerning the terms and conditions of their employment.
  
- B. Nothing contained herein shall be construed to deprive any Administrator and Supervisor in the Hopewell Valley Regional School District of any rights now enjoyed by Administrators and Supervisors 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 Administrator and Supervisor 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 Administrator and Supervisor in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

## ARTICLE VI

### LONG-TERM LEAVE

Leave of absence without pay may be authorized to Administrators and Supervisors under tenure upon recommendation of the Superintendent of Schools and approval of the Board of Education.

A. Length of Period

Leaves may be granted for 24 months or less. So that instructional and/or building programs are not disrupted, all leaves must be terminated on June 30. If granted, such leave will 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.

An employee on leave shall be obligated to notify the Superintendent on or before March 15 whether the employee intends to return to full-time service on the following July 1.

B. Medical Examination

If an application for a leave of absence is favorably considered by the Superintendent of Schools, the Board of Education may require a medical examination upon the return of the applicant. If the employee chooses to go to a physician of his/her choice, approved by the Board, rather than the school physician, the employee will pay all expenses. This examination is for the purpose of determining the extent of illness, injury; the necessity of recuperation; or whether he/she is medically fit to return to service, and to carry on such prescribed work as may be assigned by the administration.

C. Number of Employees on Leave

The Board of Education reserves the right to determine the number of employees who may be granted a leave of absence in any one year.

D. Longevity

The period of a leave of absence without pay shall not be counted as a period of service for the purpose of determining placement on any salary guide.

E. Family Leave

The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.

## ARTICLE VII

### PERSONAL LEAVE

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. Immediate family shall mean spouse, child, mother, father, or a 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 immediate family. Immediate family shall mean spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.
4. Legal request - Absence from school by reason of subpoena or jury service by summons will be allowed. 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 - An Administrator/Supervisor may be granted up to two (2) days of 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

Request by an Administrator/Supervisor with three (3) or more years of continuous service for three (3) days leave for a reason other than those listed above and this request should be submitted through the Principal to the Superintendent three school days prior to the date requested. Three (3) personal leave days may be applied for through the principal to the Superintendent without reason. The number shall be limited to 5% of the

eligible employees 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.

## **ARTICLE VIII**

### **SICK LEAVE**

Administrators and Supervisors are entitled to one (1) sick day per month per year of work 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 Secretary of the Board of Education in the case of sick leave claimed.

If an Administrator or Supervisor should suffer an extended illness and has exhausted all current and accumulated sick leave, she/he may request additional sick leave. Such request shall be considered by the Board of Education on a case-by-case basis.

When an administrator is retired from active duty in accordance with the Teacher Pension and Annuity System requirements, or dies while still in active service with the Hopewell Valley Regional School District, the Board of Education will pay the administrator or his/her estate, as the case may be, for unused sick days in accordance with the following provisions:

1. To be eligible for this benefit, the administrator must have completed ten (10) years of continuous service as an employee of the Hopewell Valley Regional School District prior to the date of retirement or death.
2. To be eligible for this benefit, the administrator must have accumulated a minimum of fifty (50) days of unused sick leave.
3. Unused sick days credited from service in another district shall be excluded from the calculation of the minimum number of days required and from the calculation of compensable days, when the terms of the administrator's initial employment contract with the district so provide.
4. The Board of Education will pay the administrator for unused sick leave days at the rate of \$75.00 effective July 1, 2004; to \$85.00 effective July 1, 2005; to \$100.00 effective July 1, 2006. Increase the maximum payment to \$9,000 effective July 1, 2004; to \$10,200 effective July 1, 2005; and, to \$12,000 effective July 1, 2006.

## **ARTICLE IX**

### WORK YEAR

- A. Vacations - Administrators and supervisors who have completed 12 months continuous service as of June 30 of any school year shall be entitled to 25 working days vacation at a time approved by the immediate Supervisor and the Superintendent.

An administrative work year is 240 days.

Employees new to the district or employees newly appointed to an administrative or supervisory position will earn vacation time at the rate of 2 days per month up to June 30 of the first year of assignment.

Up to thirty-five (35) unused, earned vacation days may be accumulated and carried over for use in the subsequent year. Upon retirement or other separation from service, a member will be compensated for accumulated unused days (total of 60) at his/her current per-diem rate of pay. The Board of Education shall make this payment during the month next following such retirement or other separation, unless the employee prior to such retirement or separation files with the Board a written request that such payment be deferred until January of the following year, in which case such payment will be so made but not later than January 30.

A member who dies before his/her contract is completed, shall have payment for cumulative earned vacation days paid to his/her estate.

An exception to the 35-day rule shall be those unusual occasions when an administrator is precluded from utilizing his/her vacation days if the administrator's professional obligations are to be reasonably satisfied. Examples would be a major renovation, the opening of a new school or the employment of an unusually large number of teachers.

On such occasions, the employee may apply for the opportunity to accumulate ten (10) additional vacation days. Upon recommendation of the Superintendent and approval of the Board of Education, these days will remain as a permanent addition until such time as all vacation days are used or upon retirement.

- B. All holidays are scheduled on the premise that classes are not in session. Scheduled holidays are

Independence Day	Martin Luther King Day
Labor Day	President's Day
NJEA/Veterans' Day (two days)	Good Friday
Thanksgiving	Spring Break (one day)
Day after Thanksgiving	Memorial Day
Christmas Eve	
Christmas Day	
New Year's Eve	
New Year's Day	

Note: On years that Rosh Hashanah and/or Yom Kippur fall on a weekday, then these days will also be added to the scheduled holiday list.

In the event it is necessary for a member of this unit to work on any of the above holidays, the member will be entitled to a day of vacation in lieu of the day worked.

## ARTICLE X

### PROFESSIONAL DEVELOPMENT AND EXPENSE REIMBURSEMENT

- A. Professional Development Plan. On or before September 1 of each school year, each member of the unit shall submit to the Superintendent a proposed program of professional development for that school year, and as may be pertinent, for subsequent school years. The plan shall identify the professional development activities the member wishes to participate in, the extent to which the proposed activities satisfy any regulatory mandates for continuing licensure or certification and any evaluative or PIP requirements, the manner in which the proposed activities serve the interests of the district's programs, an explanation of the member's time commitment to the activities, and approximate dates and times of attendance if known. The plan may include any elements reasonably related to professional development including attendance at courses of instruction approved for graduate or undergraduate credit at institutions of higher learning, other courses approved for professional development credit by competent regulatory authority, memberships in professional or erudite societies, publications, and reasonably related travel. The plan shall specify the anticipated expenses associated with each element and activity.
- B. Plan Review/Acceptance. It is the intention of the parties that any expenditure of funds authorized under this article be first directed toward satisfaction of regulatory and evaluative professional development requirements in a reasonable and timely manner, and that any additional approved expenditures be reasonably related to identified elements of the district's mission, goals or program objectives. Accordingly, within a reasonable time after receipt, the Superintendent shall review each proposed plan against these standards and communicate to each member acceptance of plans meeting such standards, and any qualifications, limitations or suggestions for revision of plans not meeting such standards.
- C. Professional Development Priorities. The parties recognize that from time to time, a member's individual preferences for professional development activities may differ from those that may be dictated by the district's operational priorities. The standards in paragraph B are intended to establish priority references in resolving such differences. By way of example and not limitation, the parties agree that proposed expenditures that do not satisfy regulatory or local evaluation-based priorities such as PIP requirements will not generally be approved in the absence of a plan of proposed expenditures that does so. Similarly, professional development activities that bear only a remote relevance to the district's mission, goals and program objectives have a lesser priority than those that have a direct relevance. It is the parties' intention that where differences of this sort arise, the member and Superintendent shall strive to balance these competing preferences over a period of years, if needed, so that each is served insofar as possible. Professional development activities undertaken in connection with routine, scheduled, curricular maintenance and updating shall be deemed to satisfy district program objectives and shall be reimbursed pursuant to section D of this Article. Activities undertaken in connection with the introduction of new programs solely as a result of the Board's curricular determinations shall be considered a district mandated activity, notwithstanding any incidental professional development aspect, and shall be reimbursed as a business expense under section E of this Article, unless otherwise agreed to by a member after consultation with the Association.

- D. Expenses for Professional Development. In accepting any plan, the Superintendent shall specify which expenditures shall be paid from district funds, either directly to third parties or by way of reimbursement of the members. The Superintendent shall be authorized by the Board to approve reasonable expenditures in amounts not to exceed for any member \$2,700.00 during the 2004-2005 fiscal year, \$2,800.00 during the 2005-2006 fiscal year, and \$2,900.00 during the 2006-2007 fiscal year. In addition, in any year where a plan accepted by the Superintendent includes tuition, fees, or books required for a formal course of study leading to a doctoral degree or an academically recognized specialty certificate, the maximum expenditure for that plan during that year may be increased in the Superintendent's discretion by the sum of \$5,000.

In extraordinary circumstances arising from time or operational constraints, or where a demonstrably greater benefit will result from doing so, the Superintendent with the advice of the Business Administrator may authorize a greater expenditure for one contract year provided that there shall be an equal reduction in the maximum reimbursable expense for such member during another year or years under this contract. Such authorization may be withheld where the request was not made in sufficient time for necessary district budget adjustments to be made. The following limitations shall also apply:

1. All expenses reimbursed shall be supported by signed vouchers with accompanying receipts, in accordance with existing business practice.
  2. Tuition reimbursement for courses at institutions of higher education are subject to approval of the course in advance by the Superintendent, the attainment of a grade of "B" or higher for all credit courses, and shall not exceed the per-credit cost at the state university for graduate-level courses.
  3. Reimbursement for dues or fees to professional associations shall not be made for the portion of such dues or fees that are utilized to support representational, collective bargaining or dispute resolution activities of such associations.
- E. Other Business Expenses. The district will reimburse members of the unit for expenses incurred for authorized travel on school business and for fees or other expenses incurred in representing the district at authorized workshops, conferences or other business meetings. Mileage for personal auto use will be reimbursed at the prevailing IRS approved rate. Other travel expenses will be reimbursed in accordance with standard district policies.

## ARTICLE XI

### 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 and wife, parent and child, and family.
  2. Coverages will be available in at least one point of service managed-care program and two health maintenance organizations (HMO). The BC/BS Blue Choice Plan for New Jersey residents, the BC/BS Direct Access Program for Pennsylvania and New Jersey residents, and the AETNA/U.S. Healthcare/New Jersey and Pennsylvania Premier and Valueplus plans are approved for use in satisfaction of this coverage requirement for the terms of this Agreement. New Jersey residents presently enrolled in BC/BS Blue Choice Plan will remain in such plan until enrollment in the BC/BS Direct Access Plan may be effectuated, at which time the employee shall be covered by such Direct Access Plan unless the employee elects an approved HMO Plan or declines coverage. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association. In no case, will the Board of Education pay more for coverages under this paragraph than it would be required to pay for coverage under paragraph 1.
  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. The terms of coverage for the BC/BS Direct Access Program shall include a \$15 office co-pay, a deductible of \$150/\$300, and out-of-network coinsurance of 60%. The terms of coverage for the AETNA/U.S. Healthcare premier plan shall include an office co-pay of \$5/\$5.
  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 individual or extended family medical insurance coverage shall be borne ninety-five (95%) percent by the Board and five (5%) by the employee, with the board paying for one hundred (100%) percent of individual major medical coverage and the employee for any balance due on coverages selected by the employee, all in accordance with current practice.
- 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 and wife, parent and child, and family.
  2. The co-pay for each prescription covered shall be \$15 brand name/ \$10 generic/\$10.00 co-pay for mail order prescriptions for a 90-day supply or the length of supply prescribed by the physician.

3. The Blue Cross Prescription 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 per 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.

## **ARTICLE XII**

### **MISCELLANEOUS**

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. 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 provision of this Agreement.

**ARTICLE XIII**

SALARY

- A. Unit members will have the option of having direct deposit of their checks to the bank of their choice.
- B. 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 or Sunday or legal holiday when school is closed, in which case the checks will be issued on the preceding school day.
- C. For each of the fiscal years of this Agreement, the annual salary of each employee of this unit shall be computed as follows:
  - 1. The minimum salary of the position title held by the employee shall be computed by multiplying the numerical position factor assigned to the position times the base salary figure for the year being computed. For the term of this Agreement, the numerical position factors are:

**Position Factors**

District Supervisor	1.15
Athletic Director	1.15
Elementary Vice Principal	1.15
Middle School Vice Principal	1.20
High School Vice Principal	1.25
Elementary Principal	1.35
Middle School Principal	1.40
High School Principal	1.50

For the term of this Agreement, the basic salary figures for each fiscal year are

<b>Base Salary Figure</b>	
2004-2005	\$77,700
2005-2006	\$80,000
2006-2007	\$82,000

First-year supervisors and/or vice principals at factors 1.15, 1.20 or 1.25 will be placed on the scale as follows:

	1.15	1.20	1.25
2004-2005	\$85,100	\$88,800	\$92,500
2005-2006	\$87,100	\$90,800	\$94,500
2006-2007	\$89,100	\$92,800	\$96,500

Beginning with the fiscal year following appointment, supervisors and or vice principals as factors 1.15, 1.20 or 1.25 will be placed on the regular guide.

2. The maximum salary of the position title held by the employee shall be computed by multiplying the minimum salary for that position, as determined in step 1 above, by the factor of 1.25 (125%).
3. The employee's annual salary for the fiscal year immediately preceding the year under computation shall be divided by the maximum salary for the position and the result expressed as a percentage of the maximum.
4. The resulting numerical percentage of maximum shall determine the percentage amount of the employee's increase in accordance with the following guide:

Increase Guide	
<u>% of Maximum</u>	<u>Increase %</u>
00.00-49.99%	5.25%
50.00-79.99%	5.00%
80.00-84.99%	4.75%
85.00-89.99%	4.50%
90.00-94.99%	4.25%
95.00-99.99%	4.00%
≥ 100.00%	See (5) below

In the event an employee's percentage of maximum is between 95.0% and 99.99%, the employee shall receive the full percentage increase notwithstanding that the salary thus computed may exceed the maximum for the year in question.

5. Any employee whose previous year's salary is greater than the position maximum shall receive, in lieu of any percentage increase, the flat sum of \$900 if a supervisor or \$1200 if any other administrator. Any employee whose salary computed according to the forgoing formula is greater than the position maximum for all three years of this Agreement shall be entitled to receive all flat sum increases in the first year of this Agreement with no increases in the remaining years.
6. In addition to the foregoing salary computation, each employee shall receive compensation as credit for advanced educational attainment according to the following schedule:

Education	Annual Compensation
MA + 14	\$ 500
MA + 30	\$1,000
Ph.D.	\$2,000

Educational credit compensation is excluded from salary for purposes of calculating the annual adjustments under (1) through (5) above.

- D. In the event an employee's regularly assigned duties shall include increased responsibilities outside the member's job description, such responsibilities shall be described in writing and notice thereof given to the Association, together with a written description of any proposed compensating stipend. In the event that such increased responsibilities shall remain in effect

for longer than one year or shall be proposed for any longer duration, notice thereof shall also be given to the Association along with any proposed process or procedures under which consideration shall be given to a permanent revision to the member's job description with a concomitant revision in the position factor. In either event, the Board and the Association shall engage in such good faith issues arising in such circumstances, and agreements regarding same shall be reduced to writing and to the extent such resolution shall modify the terms of this Agreement, it shall be considered an amendment to this Agreement.

- E. 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 XIV

### DURATION OF AGREEMENT

This Agreement shall be effective on and as of *July 1, 2004* and shall remain in effect until *June 30, 2007*, superseding any and all previous agreements between the parties, except as otherwise provided for herein. It is expressly understood and agreed that the agreement shall expire on such date and shall not be extended orally. Salaries and leave benefits shall be paid retroactively to *July 1, 2004*, and revised health insurance benefits shall be effective as soon as practicable.

**ARTICLE XV**

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 30 pages, on and as of the first day of *July 1, 2004*.

HOPEWELL VALLEY REGIONAL  
BOARD OF EDUCATION

By \_\_\_\_\_  
William F. Hills, President

ATTEST:

\_\_\_\_\_  
John Nemeth, Secretary

HOPEWELL VALLEY ADMINISTRATORS  
AND SUPERVISORS ASSOCIATION

By \_\_\_\_\_  
Fay Rappaport, President

ATTEST:

\_\_\_\_\_  
Rafael Meulener, Vice President

**Memorandum of Understanding Regarding  
Health Insurance Premiums**

1. The Board and the Hopewell Valley Administrators And Supervisors Association (HVASA) are parties to an “Memorandum of Settlement” dated August 15, 2001 and are desirous of putting in place certain covenants and understandings as an Appendix to their collective bargaining agreement..
2. The Board and the HVASA have engaged in collective bargaining and have reached agreement with respect to all issues outstanding between them. This memorandum is intended to memorialize the current practice relating to calculation of the employee share of health insurance premiums, for purposes of implementing Article XI, Section A.5. of the Collective Bargaining Agreement (“CBA”) between them.
3. Major medical insurance coverage was previously written and invoiced as an integral part of each plan offered to employees under paragraphs A.1. and A.2. of Article XI of the CBA. The present method of calculating each employee’s share of premium and the Board’s share, pursuant to paragraph A.5 of Article XI of the CBA, is set forth below, and shall continue during the term of the CBA.

**Individual Coverage under BC/BS Managed Care Plan:**

- a. The total annual premium rate for a single individual’s coverage under the managed care program (to become the BC/BS Direct Access Program during the term of the CBA) offered under paragraph A.2. of Article XV of the CBA shall be allocated as follows: 22.2% to major medical coverage, and 77.8% to basic hospitalization coverage.
- b. The employee contribution for single individual coverage shall be 5% of the amount allocated to basic hospitalization coverage under the above subparagraph a.
- c. The Board’s contribution for single individual coverage shall be the sum of (i) 95% of the amount allocated to basic hospitalization coverage under subparagraph a., and (ii) 100% of the amount allocated to major medical coverage under the above subparagraph a.

### **Other Coverages Under The BC/BS Managed Care Plan:**

- d. The total annual premium rate for each other coverage (h/w, parent, & child, family) under the managed care program (to become the BC/BS Direct Access Program during the term of the CBA) offered under paragraph A.2. of Article XI of the CBA shall be allocated as follows: 22.2% to major medical coverage, and 77.8% to basic hospitalization coverage.
- e. The employee contribution for each such selected coverage shall be the sum of (i) 5% of the amount allocated to basic hospitalization coverage under the above subparagraph d. and (ii) the difference between the amounts allocated to major medical coverage under paragraphs a. and d. (i.e. the employee pays nothing toward the amount equivalent to individual major medical coverage, but does pay any premium charged above individual major medical for more extensive major medical coverages).
- f. The Board's contribution for each such selected coverage shall be the sum of (i) 95% of the amount allocated to basic hospitalization coverage under subparagraph d. and (ii) 100% of the amount allocated to major medical coverage under the above subparagraph a.

### **Coverages Under The HMO Plans**

- g. The total annual premium rate for each coverage selected (single, h/w, parent & child, or family) under either of the HMO plans shall be compared with the amount of the Board's contribution for the equivalent coverage (single, h/w, parent & child, or family) under the BC/BS managed care plan, as determined by the above subparagraphs a. through f.
- h. The employee contribution for the selected HMO coverage shall be required only where the HMO total annual premium rate exceeds the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan, and the amount of the employee's contribution shall be equal to the amount of such excess cost.
- i. The Board's contribution for the selected HMO coverage shall be equal to the lesser of (i) the amount of the total annual premium for such coverage or (ii) the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan. The amount of the Board's contribution shall not exceed the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan.

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

\_\_\_\_\_  
Fay Rappaport, President

Attest: \_\_\_\_\_  
Rafael Meulener, Vice President

HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT  
GRIEVANCE REPORT

1. Distribution of form: a. Superintendent b. Principal c. HVASA 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: \_\_\_\_\_