

CONTRACT  
BETWEEN  
THE COLTS NECK BOARD OF EDUCATION  
AND  
THE COLTS NECK TOWNSHIP  
CENTRAL OFFICE ADMINISTRATIVE SUPPORT STAFF

Effective July 1, 2003 through June 30, 2006

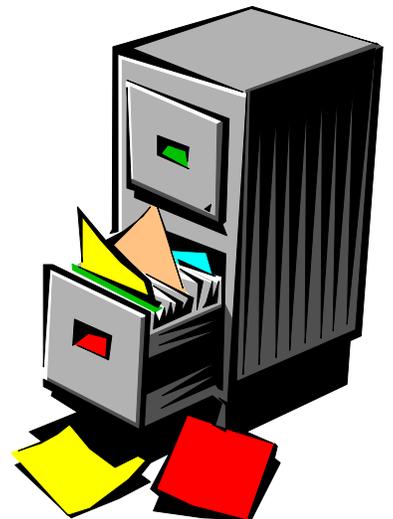


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ARTICLE I

RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Central Office Administrative Support Staff as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Central Office Administrative Support Staff to be covered by this contract. Those covered by the contract are identified as all regularly employed:

1. Superintendent's Secretary
2. Business Administrator's Secretary
3. Director of Curriculum and Instruction's Secretary
4. Supervisor of Special Services' Secretary
5. Bookkeeper/Payroll Accounts Assistant
6. Superintendent's Office Assistant Secretary
7. Special Services Office Assistant Secretary
8. Accounts Payable Assistant

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" when used herein shall refer to a member or members of the bargaining unit as defined above, male and female.

- C. All members of this bargaining unit shall receive a salary increase for the 2003-04, 2004-05 and 2005-06 school years based on the attached salary guides.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR CONTRACT

#### A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than March 1 of the calendar year in which this contract expires.

Any contract so negotiated shall apply to all Central Office Administrative Support Staff members, be reduced to writing, and be submitted to the employees bargaining unit and Board for a ratification vote. Upon adoption, the contract shall be signed.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" shall mean a complaint by a support staff member or the Association based upon the interpretation, application or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of a member or a group of support staff members.
2. An "aggrieved party" is the person, persons, or the association making the complaint. In the case of a grievance by the association, the grievance shall include the name of the association member representing the aggrieved party.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. A grievance to be considered under this procedure must be initiated by the aggrieved party within 30 calendar days of its occurrence.

#### B. Procedure

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

Nothing contained herein shall be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration.

3. An aggrieved party may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by the Association.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

5. It is understood that the aggrieved party shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
7. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party to the grievance, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
8. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. An aggrieved party with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the association, with the objective of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five working days, he/she shall set forth his/her grievance, in writing, to the supervisor specifying:
  - (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience
  - (c) the interpretation of previous discussions
  - (d) his/her dissatisfactions with decisions previously rendered

The supervisor shall communicate his/her decision to the aggrieved party in writing within five working days of receipt of the written grievance.

3. The aggrieved party, no later than five working days after receipt of the supervisor's decision, may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be

made in duplicate, reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to a spokesperson for the Central Office Administrative Support Staff. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten working days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the supervisor and the President of the Association.

4. If the grievance is not resolved to the aggrieved party's satisfaction, he/she not later than five working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board of Education. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Central Office Administrative Support Staff spokesperson, the Central Office Administrative Support Staff shall have the right to be present as observers. The President of the Board of Education or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.

5. If the aggrieved party is dissatisfied with the decision of the Board of Education, he/she may request in writing within ten working days, that the Central Office Administrative Support Staff submit the grievance to arbitration. If the Central Office Administrative Support Staff wishes review by a third party, the Central Office Administrative Support Staff shall notify the Board within 10 working days after receipt of the aggrieved party's request. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone; (b) a complaint of a nontenure employee which arises by reason of his/her not being reemployed; (c) a complaint by any employee occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required; and (d) any party not specifically part of this agreement, shall not be deemed arbitrable.

#### Arbitration Procedure

#### THE FOLLOWING PROCEDURE WILL BE USED TO SECURE THE SERVICES OF AN ARBITRATOR

1. A request by either party to the grievance may be made to the Public Employees Relations Commission and the parties agree to be bound by the rules of the Public Employees Relations Commission.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The recommendations of the arbitrator shall be advisory.

#### E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.

3. If time is lost by an employee who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be charged to available personal business time, or the substitute's cost will be deducted from his/her pay.

ARTICLE IV

EMPLOYEE WORK DAY/YEAR

- A. Term of Employment:
- 12 month employees - July 1 through June 30  
10 month employees - September 1 through June 30
- B. The length of the work day will be seven and one-half hours (7.5 hours) from September 1st through June 30th (8:30 a.m. to 4:00 p.m.). Starting July 1st through August 31st the employee work day will be six and one-half (6.5) hours from 8:30 a.m. to 3:00 p.m.
- C. On the last school day prior to the Winter Recess, the employees will be required to work until 1:00 p.m..
- D. On delayed opening days employees are to report to work by 10:00 a.m.
- E. On early closing days employees may leave as permitted by the Superintendent.
- F. Employees working overtime on regular or assigned dates will be provided compensatory time equal to the time of work and must receive prior approval from his/her direct supervisor and the Superintendent.
- G. Up to three (3) years of service, employees working twelve (12) months shall be entitled to ten (10) vacation days annually. After four (4) years and up to seven (7) years, twelve month employees shall be entitled to fifteen (15) days of vacation annually. Twelve (12) month employees working in the district eight (8) or more years will receive twenty (20) days or four (4) weeks vacation.
- |           |                  |
|-----------|------------------|
| 1-3 years | 10 days vacation |
| 4-7 years | 15 days vacation |
| 8+ years  | 20 days vacation |
- For any employee hired prior to 2/1, vacation days will be prorated for the first year of employment with the employee eligible to take vacation after 7/1 of that year.
- Vacation time must be approved by the employee's direct supervisor and the Superintendent.
- H. Employees are entitled to be off on the same holidays and recess periods afforded to the central office certificated staff.

ARTICLE V  
BOARD/MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and right in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education including: a) to direct employees of the school district; b) to hire, promote, transfer, assign and retain employees for just cause; c) to relieve employees from duty because of lack of work or other legitimate reasons; d) to efficiently direct school and district operations; e) to direct the methods, means and personnel by which such operations are to be conducted; and f) to take whatever actions may be necessary to accomplish the mission of the school district. This section shall not be read to repeal or modify any provision of this contract or Title 18A of the laws of the State of New Jersey.

A Central Office Administrative Support Staff Member employed after February 1st of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

ARTICLE VI

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Every employee shall have a thirty (30) minute duty-free lunch period.
- B. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not at public gatherings.
- C. Criticism by an employee of the administration or the Board shall be made in confidence and not at public gatherings.
- D. No employee shall be dismissed or reduced in compensation except under conditions provided or allowed by law.
- E. Employees shall receive written notice of employment for the following year by May 31st.

ARTICLE VII

STAFF DEVELOPMENT

- A. Reimbursement is provided for employees who have worked for the district one (1) full year and work four (4) hours or more daily.
- B. Reimbursement of expenses is provided to Administrative Support Staff Members for course work, workshops and/or seminars that are consistent with the employees duties and responsibilities. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance. All requests will be subject to the limitation of the current year's budget.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:
1. a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application of the employee's immediate superior for the personal leave shall be made at least five (5) days before taking such leave (except in the cases of emergency, but shall be required to contact his/her immediate supervisor or designee to explain the emergency prior to taking said leave) and the applicant for such leave shall not be required to state the reason for taking it under this section. At the end of each year, any unused personal days shall be applied to sick leave days.
  - b. New employees hired after the start of the school year (9/1-6/30) will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis. New employees will be given credit for a full month if they work any time before the 15th.
  2. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, if the employee is required by law to attend.
  3. a. Up to five (5) days total annually in the event of death in the immediate family (spouse, parents, children, grandchildren, siblings, grandparents and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence.

Additional leave for death may be granted upon approval of the superintendent.
  - b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, grandchildren, siblings, grandparent, and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence.

An explanation of the nature of the family member's illness shall be provided on the leave form for information purposes.

Up to three (3) days total annually in the event of serious illness of other family members not residing in the household of the employed.

Additional leave for serious illness may be granted upon approval of the superintendent.

- c. The support staff is discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.
4. Other leaves of absence with pay may be granted by the Board for good reason.
  5. Jury duty will be granted with pay less the jury duty stipend.
- B.
    1. Leaves taken pursuant to Section A above shall be in addition to ten (10) or twelve (12) days accumulative sick leave to which employees are entitled, except as otherwise specified in the schedules of salary.
    2. New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: 1 sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.
  - C. For the purpose of this article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee. Part-time employees' sick and temporary leaves of absence shall be prorated.
  - D. When, in the judgement of the administration and Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's note to be filed by the employee with the Business Administrator to verify the sick leave claim before the leave is granted with pay.
  - E. Administrative Support Staff Members who use three (3) or less sick days per annum will be given a one hundred dollar (\$100) stipend as a good attendance stipend.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

- A. 1. A support staff member who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- a. In the case of pregnancy, the support staff member shall inform the supervisor of the anticipated delivery date.
  - b. No later than ninety (90) days prior to the anticipated delivery date, the support staff member desiring a leave shall request a leave of absence while she is disabled, for which accumulated sick leave time may be utilized.
2. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When such a disability occurs, a support staff member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
3. Relative to child-bearing, should an employee elect to continue work, the employee may do so until:
- a. The Board's physician and the employee's physician agree that she is medically unable to continue working, or
  - b. provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third physician's examination shall be borne by the Board.

4. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of reemployment, the employee must notify the Superintendent in writing on, or within one month prior to March 1st of his/her intent to return to employment in the district the subsequent July 1st or September 1st.
  5. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.
- B. Child care leave is available to an eligible support staff member at the end of the legal disability period either by statute or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
1. Statutory leave entitles the employee to follow the laws governing State and Federal Leave. The employee will be obligated to return at the end of the statutory leave.
  2. Contractual child care leave shall begin immediately upon:
    - a. The termination of a disability leave associated with the birth of a child, or
    - b. in the case of a paternal child care leave or the adoption of a child, upon the birth of the child or the date of custody of the child, or
    - c. On September 1 or January 2 when the events set forth in Sections a) or b) above occur when school is in recess for the summer months or in recess for the Winter Break.
  3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extension, or other adjustments to the duration of the leave, shall be at the sole and full discretion of the Board of Education.
  4. A support staff member desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the support staff member's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the support staff member is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the

adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.

5. Contractual unpaid child care leave is available to support staff members who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily or capriciously.
  6. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a support staff member must work at least ninety (90) days in the school year that the leave commences or terminates.
  7. A support staff member on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the support staff members's coverage in the district's group health plans for a period of nine(9) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
  8. To be eligible for child care leave, a support staff member must be actively employed in the district for the entire academic year prior to the requested leave.
- C. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for good reason.
- E. 1. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A, B, C and/or D of this Article.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- F. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
  - G. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than thirty (30) days prior to the commencement of the leave period.

ARTICLE X

RETIREMENT BENEFIT

Following ten (10) years employment in the Colts Neck School District, the retiring Support Staff employee shall receive monies in the amount of :

10 years	-	\$1,250
15 years	-	\$1,500
20 years	-	\$1,750

This benefit will be provided subject to the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.
- B. The retiring employee must reach his/her 50th birthday on or before the last date of employment.
- C. The person retiring will receive the benefit during July, subsequent to having submitted the notification described above.

ACCUMULATED SICK LEAVE

Following ten (10) years of employment in the Colts Neck School District, upon retirement, the retiring staff member shall be compensated for accumulated sick leave under the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application, consistent with this article, during the following year.
- B. The person retiring will receive \$45.00 for each accumulated sick leave day up to a maximum amount of \$3,900.00.

ARTICLE XI

INSURANCE

- A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

UNMARRIED EMPLOYEES	Coverage by Blue Cross/Blue Shield - Horizon Program, which shall be substantially equivalent to the former Connecticut General Insurance Company coverage Plan. Maternity benefits are included.
MARRIED EMPLOYEES	Coverage by Blue Cross/Blue Shield - Horizon Program which shall be substantially equivalent to the former Connecticut General Insurance Company coverage plan, for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board of Education will have the flexibility to replace Blue Cross/Blue Shield - Horizon Program and Delta Dental with another carrier that will provide equal or better benefits but at a lower cost.

Employees are considered full time if they work a minimum of 28 hours a week on a regular basis in order to receive Health/Dental insurance benefits.

- B. Mandatory Second Opinion Surgery and Preadmission Certification/Continued Stay Review
1. The health insurance plan herein available to employees through the Blue Cross/Blue Shield - Horizon Program shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Blue Cross/Blue Shield - Horizon Program.

### C. New Employees

The Board shall provide to employees employed effective September 1, 1997 DPP medical single coverage only. These employees have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township School District, the Board of Education shall provide to said employee DPP family coverage. At this time the employee can opt for traditional coverage at their own expense.

### D. Medical and Dental Benefits

1. The Board shall offer those employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period (May of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the employee had prior to July 1, 1997 and will be capped as follows based on a twelve (12) month premium:

\$1,200	-	Single Coverage
\$1,700	-	Parent and Child Coverage
\$2,600	-	Husband and Wife
\$3,000	-	Family

The stipend is subject to standard payroll taxes and will be paid in June of each school year.

- a. Employees/Dependents who have waived the coverage may re-enter by applying during the enrollment period each year. It will be necessary for each family member to complete a Statement of Health (proof of insurability). Based on the Statement of Health, Blue Cross/Blue Shield - Horizon Program reserves the right to exclude coverage for a particular individual. The Statement of Health should be obtained, completed, and submitted to Blue Cross/Blue Shield - Horizon Program with the intent of implementing coverage.
- b. Assuming most employees/dependent choosing to waive coverage will be doing so because they have this coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employee family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The provision allows for re-entry only in the following situation which result in the loss of coverage through a spouse:

- Termination of employment
- Legal separation (copy of decree required)
- Group contract/policy terminated
- Divorce (copy of decree required)
- Death (copy of certificate required)
- Military discharge (Form DD214 required)

2. First dollar benefits for all support staff will be deleted with the exception of:

- Mandatory second opinion
- Routine physical
- X-rays
- Lab work

These benefits will be paid at one hundred per cent (100%) of the reasonable and customary cost.

All other benefits shall be covered by major medical.

3. The Board shall provide to employees employed effective September 1, 1997 single only dental coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the support staff member can opt for the Board's family dental coverage. The Board shall pay in full the premium cost of enrollment in the Delta Dental Plan.

#### E. Retirees

1. All retired employees with less than 25 years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the working process up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

G. All employees will be reimbursed for any job-related tests needed for alcohol or drug abuse limited to blood and urinalysis tests only as required by the State of New Jersey.

H. The Board of Education will offer a voluntary flexible spending insurance program. Start up costs, legal costs, and annual fees will be borne other than by the Colts Neck Township Central Office Administrative Support Members. Individual employees will be

responsible for their participation (participant) fees.

ARTICLE XII

DURATION OF CONTRACT

This contract shall be effective as of July 1, 2000 and shall continue in effect until June 30, 2003. This contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

COLTS NECK TOWNSHIP SUPPORT STAFF MEMBERS  
ASSOCIATION

By: \_\_\_\_\_  
Kathleen Condron

By: \_\_\_\_\_  
Georgette Giuffre

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: \_  
Ann Hager, President

By: \_  
John A. Paredes, Business Administrator/Board Secretary