

**AGREEMENT**

**Between**

**HIGH POINT REGIONAL HIGH SCHOOL**

**BOARD OF EDUCATION**

**And**

**HIGH POINT EDUCATION ASSOCIATION**

**JULY 1, 2016 through JUNE 30, 2018**

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## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the High Point Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time and regularly contracted part-time personnel employed by the Board, under contract, to include:

1. Classroom Teachers
2. Nurses
3. Librarian
4. Guidance Staff
5. Speech Therapist
6. L.D.T.C.
7. Social Worker
8. School Psychologist
9. Reading Specialists
10. Student Assistance Counselor
11. Secretarial Staff
12. Custodial/Maintenance/Groundskeeping (“Custodial”) Staff
13. Athletic Trainer
14. Computer Technician/Webmaster
15. Paraprofessionals/LPN(s)
16. Cafeteria Workers
17. Dean of Students
18. Department Chairperson
19. Clerk Typist

but excluding:

1. Superintendent
2. Principal
3. Business Administrator/Board Secretary
4. Assistant Principals
5. Director of Athletics
6. Director of Curriculum
7. Director of Guidance
8. Executive Administrative Assistant to the Superintendent
9. Administrative Assistant to the Business Administrator
10. Assistant to School Business Administrator/Payroll and Benefits Coordinator
11. Transportation Coordinator
12. District Bus Drivers
13. Supervisor of Building and Grounds
14. Head Custodian
15. Head of Grounds/Asst. Custodian

16. School Resource Officer
  17. Network Specialist
  18. Database Manager
  19. Director of Special Education
  20. Confidential Secretary to the Director of Curriculum and Instruction
  21. Accounts Payable/Accounts Receivable Coordinator
  22. Business Office Clerk
  23. Supervisor of Evaluation and Assessment
  24. Supervisor of Educational Technology
  25. Academic Supervisor
  26. Director of Safety and Security
- B. Unless otherwise indicated the term “employees” shall refer to all categories of included positions listed in Paragraph A above. Unless otherwise indicated, the term “custodian(s)” shall include custodian, maintenance and groundskeeping staff.
- C. All contracted personnel who are employed thirty (30) hours or more per week shall be considered full time.
- D. Unless otherwise indicated references to “he” shall be “s/he.”

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The negotiation procedure shall provide that the parties will enter into collective negotiations as required by Chapter 123, Public Laws of 1974. Such negotiations shall commence in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires.
- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as designated in ARTICLE I of the Agreement, with any organization other than the Association for the duration of this Agreement.
- C. At the outset of negotiations, a meeting will be held between the parties to determine mutually acceptable ground rules for the negotiations sessions.
- D. The Board and the Association shall exchange the following salary information during negotiations: (1) Employee's Step on Guide; and (2) Contractual salary including extracurricular salaries.
1. Name, current salary, guide placement and years of service for each employee.  
This would include all bargaining units (secretaries, teachers, custodians, and other support staff).
  2. Current list of employees receiving longevity and the amount of longevity received.
  3. Current list of employees receiving stipends and the amount being received.
  4. Current list of employees receiving salary for extra/co-curricular activities (including department chairpeople) showing the assignments, salary, guide placement, and years of service for each employee).
  5. Current cost each employee for each insurance program (medical, dental, vision, prescription, etc.), the number of employees participating in each program, and level of coverage (family, employee/partner, parent and child, single).
  6. Amount of rebates, waivers of premiums, or other considerations given to the District by any healthcare insurance provider.
  7. Amount contributed by employees toward health care premiums (for each employee in year three of insurance contributions), specifically the exact premiums for each program and category.
  8. Number of employees not participating in health benefits programs (waiver/opt-out) and amounts paid to those employees for waiver of benefits.

### **ARTICLE III GRIEVANCE PROCEDURE**

A grievance is a claim by an H.P.E.A. member or the Association regarding the interpretation, application, or violation of policies and administrative decisions affecting an employee or group of employees. The employee shall have the right to present his own appeal or designate any other person to appear with him or for him at any step in this appeal. The Superintendent shall be informed of the representative prior to the hearings. For purposes of this Article, “work days” shall refer to the work days of the grievant. All thirty (30) day references are for “calendar” days.

#### **A. Procedures**

1. Any employee who has a grievance shall, within thirty (30) days of its occurrence, discuss it first with the immediate supervisor in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, the employee shall set forth the complaint in writing to the appropriate administrator (i.e., department supervisor, principal, business administrator). The written grievance shall contain the following elements:
  - (a) The nature of the grievance and the date occurred;
  - (b) The specific sections of the Agreement or Board policy alleged to have been violated;
  - (c) The results of the previous discussions;
  - (d) The employee’s dissatisfaction with the decision previously rendered;
  - (e) The relief sought.The appropriate administrator shall communicate his/her decision to the employee and the Association in writing within five (5) work days of receipt of the written complaint.
3. If no decision is rendered by the appropriate administrator within five (5) work days, or if the “grievance” is not thus resolved to the employee’s satisfaction, the employee may appeal the administrator’s decision to the Superintendent within five (5) work days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the appropriate administrator, may confer with the concerned parties, and, upon request, with the employee or the appropriate administrator separately. The Superintendent shall resolve the matter as quickly as possible and in any event, within ten (10) work days. The Superintendent shall communicate the decision in writing along with the supporting reasons, to the employee, the appropriate administrator and the Association.

4. If no decision is rendered by the Superintendent within ten (10) work days, or if the grievance is not thus resolved to the employee's satisfaction, the employee may request a review by the Board of Education. The request shall be submitted in writing to the Secretary of the Board of Education within ten (10) work days of the Superintendent's response, or the day that the response was due.

The Board, or a committee thereof, may review the grievance, hold a hearing with the employee, unless waived by the employee and render a decision in writing within thirty (30) calendar days of the request for review.

5. If a grievance is not resolved to the employee's satisfaction, it may be submitted to a third party for advisory arbitration if it concerns Board policies or administrative decisions and, for teachers only, to binding arbitration if it concerns matters contained in this agreement. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may, within ten (10) work days of the teacher's receipt of the Board's decision, be made to PERC. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

## **B. Miscellaneous Procedures**

1. A grievance affecting a group or class of employees may be filed by the Association with the Superintendent directly. When filing a group grievance, the Association shall identify the grievance as such in writing.
2. All meetings and hearings under this procedure shall not be conducted in public without the consent of all parties, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
3. During the time that a grievance is being processed as outlined in steps 1 through 5, all employees and the grievant shall continue to perform their contractual obligations under the direction of the Superintendent.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the central office, and shall not be kept in the personnel file of any of the participants, and shall be available to only the individual person and the Superintendent.
5. In the event a grievance is filed at such time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced, at the request of either party, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## ARTICLE IV

### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby recognize that as hereinafter provided, public employees shall have, and shall be protected in the exercise of, the right freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B. No employee shall be prevented from wearing pins or other jewelry as identification of membership in the Association or its affiliates unless such pins or jewelry presents a safety issue.
- C. No employee shall be reprimanded in writing without just cause.
- D. Progressive Discipline for Employees: The parties agree gradual steps of minor discipline are effective.

Step One: The supervisor/administrator will speak to the staff member and issue a verbal warning on the first occasion that shall be documented as a verbal warning in an e-mail to the staff member.

Step Two: The supervisor/administrator will schedule a meeting with the staff member discussing the offenses and steps for compliance. A letter documenting the meeting will follow this and remain at the building administrative level.

Step Three: At this point, the supervisor/administrator will direct the issue of non-compliance to the next administrative level. The supervisor/administrator will supply all supporting documentation along with recommendations. A meeting will be scheduled with the appropriate administrators, the staff member, and an HPEA representative. A letter documenting this meeting will be sent to the Superintendent with a recommendation that it be placed in the staff member's personnel file.

Step Four: When the non-compliance persists, additional discipline may be imposed, including, but not limited to, a monetary sanction short of an increment withholding.

The parties also agree that the Board, through its Administration, reserves the right to determine which, if any, steps are appropriate, based upon the severity of the circumstances.

- E. An employee shall have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained therein, except as to those pre-employment materials which have been deemed confidential in nature by an outside party providing the material. Employees shall be made aware of new materials that are to be placed in their personnel file. Materials in the personnel file shall be subject to the grievance procedure.



## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided the Association complies with the provisions as outlined in the Board's Administrative Regulation No. 7510 regarding use of facilities.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal or superintendent shall be notified in advance of the intended time and place of such meeting. Prior approval of the superintendent or principal must be obtained. Approval will be granted unless normal school operations are affected.
- C. The Association may use school facilities and equipment, at reasonable times within the school building, when such equipment is not otherwise in use upon the prior approval of the Superintendent of Schools or his/her designee. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the cost that the Board paid for those supplies and materials from its suppliers, subject to the approval of the Superintendent.
- E. Executive Committee members of the Association shall have the privilege to use inter-school mail facilities and school e-mail system, as well as school mailboxes, insofar as the normal operation of the school is not affected subject to all Board policies and procedures regarding such use.
- F. The Board shall permit the Association President or his/her designee to attend, with pay, obligations such as attendance at PERC hearings with the approval of the Superintendent.
- G. The Association shall have access to information prepared for or available to the general public, including annual financial audits, register of certificated personnel, and names and addresses of all personnel. A copy of the official agenda shall be made available on the web site or by other means the morning of the scheduled Board meeting and minutes of public Board meetings shall be posted on the District web site.
- H. Whenever any representative of the Association participates in negotiations, grievance proceedings, arbitration proceedings, or other contract disputes, and these meetings are scheduled during working hours by mutual agreement between representatives of the Association and the Board, s/he shall suffer no loss of pay.
- I. The Association President shall be relieved of one (1) supervisory period per day during his/her term of office.

## ARTICLE VI

### TEACHER WORK YEAR

- A. The days that school shall be in session shall be designated by the Board of Education before entering into a written agreement with the Association. Duly designated representatives of the Association shall be consulted before formal adoption of the school calendar.
- B. The teacher work year shall be established by the Board of Education concurrently with the school calendar after consultation with duly designated representatives of the Association.
- C. The in-school work year for teachers shall not exceed 184 days, of which four (4) days shall be scheduled as in-service workshop or professional development for teachers. All or part of the four (4) days shall be used to satisfy the one hundred (100) hour continuing education requirement, as set forth by statute and code.
  - 1. Orientation programs for new teachers can be scheduled prior to September 1.
  - 2. All certificated staff shall, unless specifically excused by Administration, attend and participate in the annual graduation ceremonies or alternatively in Project Graduation. By or before June 1 of each year, the Administration will identify the exceptions for such attendance and participation by each individual certificated staff member. (The School calendar shall be adjusted to reflect a four-hour session on Prom Day or, in the event there is no four-hour session on Prom Day, another day designated by the Board of Education. In either circumstance, certificated staff shall leave work no earlier than ten (10) minutes after the student's' dismissal time.)
- D. In order to qualify for yearly credit on the salary guide, a teacher must work at least ninety (90) days, including paid leaves of absence, of a given school year.

## ARTICLE VII

### WORK LOAD

#### TEACHERS

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in” or “clock out” by hours and minutes. Teachers shall indicate their absence for duty by notifying the Assistant Principal/designee which is currently “AESOP.”
- B. During the life of this contract the student council advisor will have no duty period assignment.
- C. 1. All full-time certificated staff, unless otherwise set forth in this Agreement, shall work seven (7) hours and twelve (12) minutes, and shall report to work no later than ten (10) minutes before the beginning of the first instructional period or homeroom, whichever comes first, and shall leave work no earlier than ten (10) minutes after the students’ dismissal time.
2. The standard schedule under a nine period day for classroom teachers shall be five (5) daily instructional periods, one (1) daily supervisory period, one (1) daily lunch period and two (2) daily preparation periods. The standard science teacher schedule (due to lab science courses) shall be twenty-four (24) weekly instructional periods, six (6) weekly supervisory periods, one (1) daily lunch period, and two (2) daily preparation periods. The Board recognizes that it is educationally sound to limit teaching assignments to five (5) per day. When it becomes necessary for a sixth period class to be covered, the following provisions shall be used to determine how that period is assigned:
- The supervisor will make known to his/her department when there is a need for a 6<sup>th</sup> period assignment. The 6<sup>th</sup> period class shall be offered on the basis of seniority. If the person with seniority is not in the best interest of the curriculum, the next senior person will be offered the position.
  - A teacher may accept a 6<sup>th</sup> period in lieu of their supervisory assignment for no extra pay.
  - A teacher may accept a 6<sup>th</sup> period and continue his/her supervisory assignment and will be paid at the rate of 18%, BA, Step 1, guide pensionable dollars on a yearly basis.
  - If no one accepts a sixth period, a teacher will be assigned on a rotating basis except where numerically prohibited, i.e., two person department/discipline.

- e. Except for Science, when it becomes necessary for part of a 6<sup>th</sup> period class to be covered, e.g. 26 weekly instructional periods, 27 weekly instructional periods, etc., the teacher, continuing all supervisory duties, shall be paid at the sixth period rate – prorated, or he/she may teach with no additional compensation and will have no duty the day(s) of the additional teaching period(s).
- f. Science:

Teaching Periods	Duties	Extra Compensation
24	6	0
25	5	0
26	4	0
27	3	0
28	5	3/5 of 18% of BA Step 1
29	4	18% of BA Step 1
30	3	18% of BA Step 1

- g. Partial payment for 6<sup>th</sup> period assignment shall be based upon 1/184 (not 1/200). If an employee's 6<sup>th</sup> period assignment is for *more* than (1) one month, the 6<sup>th</sup> period differential payment shall be equal monthly amounts. If an employee's 6<sup>th</sup> period assignment is for *less* than (1) one month, the 6<sup>th</sup> period differential payment shall be per day at the 1/184 rate.

The HPEA recognizes that it is in the mutual best interest of all parties to discuss the contractual effects of the block schedule once the block schedule is finalized.

## SECRETARIES

### A. Daily Work Hours

1. Work hours for all secretaries shall be seven (7) hours per day excluding a forty five (45) minute lunch period and one fifteen (15) minute break in the morning. Such hours shall be scheduled with the administration between 6:45 a.m. and 4:00 p.m.
2. Secretaries shall not be required to report to work when the Superintendent declares an inclement weather day and school is canceled for pupils and teachers. (If this should fall on a pre-approved vacation or personal day, the secretary will not be charged with the absence.)
3. No secretary will be asked to stay longer than 45 minutes in the event of an early dismissal due to inclement weather or an emergency closing. In special circumstances, the administration may ask the secretaries to stay longer, but this is not to be the norm.
4. Summer hours will commence for all secretaries on the day after graduation or teacher check out (whichever is the later) and will terminate on the first full day of school for all teachers. Summer hours will be from 8:30 a.m. to 3:00 p.m. with one (1) hour for lunch. Each employee will receive a fifteen (15) minute break in the morning.
5. All secretaries shall receive one (1) hour for lunch on any days that the cafeteria does not serve lunch.
6. Upon commencement of summer hours, all full-time secretaries shall be offered the opportunity to work a compressed work week in exchange for either Monday or Friday off. The four-day work week would then consist of an eight (8) hour day with one (1) hour for lunch and a 15-minute break.

Secretaries who wish to participate in the compressed work week must have prior approval from their immediate supervisor. If there is more than one secretary in an area desiring the four-day week, then they may be asked to share the compressed work week schedule on a rotating basis.

A compressed work week shall consist of a set agreed upon starting/ending time for the four days, and not vary day to day. For example a secretary may work 7:00 - 3:00 for four days and take one day off; they cannot work 7:00 - 3:00 one day, then 7:30-3:30 the next.

**B. Vacation**

1. Vacation may be taken from July 1 through June 30 with the approval of the Superintendent.
2. No vacation will be permitted during the full week prior to the opening of school.
3. No unused vacation days may be carried over from one year to the next. Except as otherwise stated in this Article, unused vacation days in each school year are lost.
4. In the first year of employment, vacation days will be awarded on a monthly basis up to July 1. For example, new employees will be awarded .83 days per month up to July first. Such days may be used at the beginning of the month. Thereafter, on July 1<sup>st</sup> of each subsequent year, subsection 5 of this section will determine vacation day entitlement.
5. Vacation shall be granted as follows:

Two to four years of service	10 working days
Five to nine years of service	15 working days
Ten or more years of service	one (1) additional vacation day for each additional year of service; the total not to exceed twenty-five (25) working days.
7. In the year of retirement and/or resignation, the employee will be entitled to their pro rata share of vacation days, depending upon the date of retirement/resignation. Such pro rata days will either be taken by the employee, or, if the employee has taken more than their pro rata share of vacation days, the employee will pay the Board back for such extra days.
8. For employees hired prior to May 14, 2007, the employee shall be entitled to his or her share of vacation days not to exceed the total days earned the previous year plus the pro rata share of ten (10) days for the year of his/her retirement/resignation, all of which may be taken either as vacation days or, if unused, paid out at the employee's per diem rate. If the employee takes more than his/her share of vacation days, then the employee shall pay the Board for such extra days. At no time will the number of such days exceed 35 days.

## **C. Holidays**

1. Secretaries shall be entitled to the following paid holidays for the 2016-2017 and 2017-2018 school years:

July 4  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

The above holidays that are not included as part of the school year calendar may be substituted for another day with the Superintendent's approval. Such days that are earned, but not used in the year of retirement shall be paid at the per diem rate.

When school is not in session and legal holidays fall on the weekend, they will be observed on the nearest work day either Friday or Monday.

2. Secretaries shall be entitled to two (2) days off with pay for the New Jersey Education Association Convention. No proof of attendance at the convention shall be required.
3. If school is not open for students on a holiday listed in paragraph C-1, compensatory time shall be at the rate of time and one half. Such time shall be mutually scheduled between secretaries and the Superintendent. Compensatory time given at the rate of time and one half must receive written authorization from the Superintendent prior to the holiday.

## **E. Compensation Time**

1. Typically, no more than five compensation days per year will be permitted.
2. Any accumulated compensation time must be used by September 1 of each year.
3. All compensation time must have prior approval of the Superintendent or his/her designee.
4. All requests to use accumulated compensation time must have prior approval of the Superintendent or his/her designee.

5. Any compensation time accrued and not used by September 1 will be compensated at the rate of time and one-half.

## **CLERK/TYPIST**

### **A. Work Hours/Work Year**

1. The clerk/Typist work year shall start approximately two weeks prior to the start of the school year up to June 30.
2. The Clerk/Typist work day shall begin at 8:30 a.m. and end at 1:30 p.m.
3. The Clerk/Typist shall work five days per week, 204 days per year.



## **CUSTODIANS/MAINTENANCE/GROUNDSKEEPERS**

### **A. Work Hours**

1. Work hours for all custodians shall be seven hours per day excluding a one half (½) hour lunch and two fifteen (15) minute breaks, one in the morning and one in the afternoon.
2. All custodial shifts set forth below shall be assigned as consecutive day shifts.
  - (a) Custodians who work a Monday through Friday or Tuesday through Saturday shift shall be paid overtime for any work performed over forty (40) hours in a work week.
  - (b) Custodians who work a Monday through Friday or Tuesday through Saturday shift shall be paid double time for any work performed on Sunday.
  - (c) Custodians whose shift includes a Sunday (i.e., Wednesday through Sunday; Thursday through Monday, Friday through Tuesday, Saturday through Wednesday, Sunday through Thursday) shall be paid overtime for any work performed over forty (40) hours in a work week.
  - (d) Custodians whose shift includes a Sunday (i.e., Wednesday through Sunday; Thursday through Monday, Friday through Tuesday, Saturday through Wednesday, Sunday through Thursday) shall be paid the shift differential (“Sunday shift differential”), in lieu of double time, for work performed on Sunday. The Sunday shift differential shall be paid as appropriate in addition to any other shift differential to which a custodian may be entitled under this contract. For example, a custodian working a late shift on a Sunday will be entitled to two shift differentials – one for the late shift, and one for the Sunday shift differential. Custodians working any part of these shifts shall receive a pro-rated shift differential.
3. Double time rate shall be paid for working on holidays when school is closed.
4. When an employee whose regular shift does not include Saturday or Sunday works to remove snow on the weekend, s/he will be paid a minimum of four hours overtime at time and a half for Saturday and double time for Sunday.
5. The Building and Grounds Supervisor will maintain a substitute list for use in cases of long term illness.
6. If there is a half-day before Thanksgiving and or Christmas vacations, the number of daily hours shall remain the same, but the later shift times will change to allow custodians to leave earlier. (Example: 1:00 – 9:00 p.m. change to 10:00 – 6:00 p.m., 3:00 – 11:00 p.m. change to 1:00 – 9:00 p.m., 11:00 – 7:00 a.m. change to 6:00 to 2:00 a.m.)

**B. Vacation**

1. Vacation may be taken from July 1 through June 30 with the approval of the Superintendent.
2. No vacation will be permitted during the full week prior to the opening of school.
3. No unused vacation days may be carried over from one year to the next. Except as otherwise stated in this Article, unused vacation days in each school year are lost.
4. In the first year of employment, vacation days will be awarded on a monthly basis up to July 1. For example, new employees will be awarded .83 days per month up to July first. Such days may be used at the beginning of the month. Thereafter, on July 1<sup>st</sup> of each subsequent year, subsection 5 of this section will determine vacation day entitlement.
5. Vacation shall be granted as follows:

Two to four years of service	10 working days
Five to nine years of service	15 working days
Ten or more years of service	one (1) additional vacation day for each additional year of service; the total not to exceed twenty-five (25) working days.
6. In the year of retirement and/or resignation, the employee will be entitled to their pro rata share of vacation days, depending upon the date of retirement/resignation. Such pro rata days will either be taken by the employee, or, if the employee has taken more than their pro rata share of vacation days, the employee will pay the Board back for such extra days.
7. For employees hired prior to May 14, 2007, the employee shall be entitled to his or her share of vacation days not to exceed the total days earned the previous year plus the pro rata share of ten (10) days for the year of his/her retirement/resignation, all of which may be taken either as vacation days or, if unused, paid out at the employee's per diem rate. If the employee takes more than his/her share of vacation days, then the employee shall pay the Board for such extra days. At no time will the number of such days exceed 35 days.

**C. Holidays**

1. Custodians shall be entitled to the following paid holidays for the 2016-2017 and 2017-2018 school years:

July 4  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

Two additional holidays (earned for working NJEA Convention) are to be taken during Christmas Recess, winter or Spring Recess. These will be scheduled with the approval of the Building and Grounds Supervisor.

When legal holidays fall on the weekend, they will be observed on the nearest work day either Friday or Monday. If a holiday falls on a day when school is in session, the day must be taken when school is closed e.g. teacher's convention, winter break, etc.

Such days that are earned but not used in the year of retirement shall be paid at the per diem rate.

**D. Semi Annual Meetings**

Two mandatory meetings will be scheduled, one in August before the beginning of the school year and one in May before school ends. The purpose of these meetings will be open discussion about any work related topic. If the meeting is scheduled outside of the normal work schedule for an employee covered by this agreement, then the individual shall receive two hours comp time to be used when needed with the approval of the Supervisor of Building and Grounds.

**E. Severance Pay**

In the event that any of the following departments (custodial, inside or outside maintenance) are eliminated due to privatization, each member of that department will receive a severance pay equal to one half of their annual pay plus compensation at the rate of \$50 per day to a maximum of one hundred seventy five days for accumulated sick leave.

- F. When a custodian covers a work area for another custodian who is out due to illness, personal leave or vacation, s/he will be offered to work a minimum of two (2) hours overtime to clean the area. If the custodian chooses to decline the overtime, s/he would be required to cover the additional area along with his/her own area during the regular shift hours with no additional compensation.
- G.
1. All custodians are entitled to an annual \$420 uniform allowance and one waterproof jacket (value not greater than \$150.00) one time for duration of three years (July 1, 2016 through June 30, 2018).
  2. All custodians who have a Basic Boiler License are eligible for a yearly stipend at the rate of \$450 for the duration of this agreement. Stipend can be obtained by completing a voucher in the Board Office and attaching a copy of the boiler license.
  3. Custodians working the 3:00 P.M. to 11:00 P.M. or 11:00 P.M. to 7:00 A.M. schedule are entitled to a shift differential of \$950 each year, which will be part of pensionable salary.
  4. Boiler Cleaning Compensation:  

The stipend for the summer boiler cleaning shall be \$260.00
  5. The Boiler license renewal shall be paid by the Board of Education.

## **PARAPROFESSIONALS**

### **A. Work Hours/Work Year**

1. The most commonly scheduled work day for full-time Paraprofessionals shall be seven (7) hours. Any Paraprofessional required to remain beyond their work day shall be paid their normal hourly rate. If their work week extends beyond forty (40) hours, they shall be paid time and one-half.
2. A full-time Paraprofessional's schedule shall include a daily duty-free lunch. Special circumstances may require exceptions to this provision.
3. The most commonly scheduled work year for Paraprofessionals shall be 182 days per year – 180 pupil contact days and 2 in-service days.
4. In the event of an early dismissal due to inclement weather or an emergency, Paraprofessionals shall leave after the students have left, subject to the approval of the Director of Special Services or his/her designee.

### **B. Job Coach Paraprofessional**

A Job Coach paraprofessional who is required to accompany students to jobs off school premises shall receive a \$500 stipend added to the base salary.

### **C. Reduction in Force**

In the event of a reduction in force, seniority and performance shall be considered along with other factors. A Paraprofessional who is subjected to a reduction in force shall be told of the reasons for such RIF.

### **D. Paraprofessionals who have attained the following shall receive pensionable compensation as stated below:**

- \$250 Highly Qualified
- \$500 Bachelor's Degree

## **CAFETERIA WORKERS**

### **A. Work Hours/Work Year**

1. Work hours for all full time cafeteria workers shall be seven (7) hours per day. The District may also employ part-time cafeteria workers
2. The regular work year for all cafeteria workers shall not exceed 184 days. Cafeteria workers may be required to work additional evenings or special events.
3. Compensation for working for the Sunday Senior Citizen Luncheon shall be \$185.00 for the day. All other work beyond the employees' regular work year schedule shall be paid at straight time per hour, unless such time exceeds 40 hours in any week, in which case the hours over 40 shall be paid at time and one-half. Additional work shall be first performed by volunteers and if there are an insufficient number of volunteers then employees shall be assigned on a rotating basis.
4. Cafeteria workers shall receive a thirty (30) minute break for every shift in excess of four (4) hours. Cafeteria workers shall receive one additional thirty (30) minute break for every shift in excess of eight (8) hours. For every shift exceeding twelve (12) consecutive hours, cafeteria workers shall receive one additional thirty (30) minute break. The time of all breaks set forth above shall be subject to the Supervisor's approval.
5. On a Board-designated half day before Thanksgiving and Christmas, cafeteria workers shall be dismissed at 10:00 a.m.
6. The Board shall provide five (5) uniform shirts to each employee, plus a one hundred fifty (\$150.00) dollar uniform allowance.

## **ATHLETIC TRAINER**

### **A. Work Hours/Work Year**

1. The Athletic Trainer work year shall start with the beginning of the official preseason in August. The conclusion of the work year shall be at the end of the spring sports season, once close-out responsibilities have been met, as approved by the Athletic Director.
2. The Athletic Trainer work day during regular school days shall begin at 1:00 p.m. Such starting time and duration may be lengthened subject to the event(s) scheduled for that day.
3. When school is not in session, the Athletic Trainer shall report as needed for scheduled practices and athletic contests, as determined by the Athletic Director.
4. Subject to the approval of the Athletic Director, the Athletic Trainer is not required to report to school between the end of one season and the beginning of the next. A season is determined by any team participation through the final contest.
5. The Board of Education will compensate the Athletic Trainer for any courses/requirements needed to sustain certification.
6. The Board of Education will compensate the Athletic Trainer the per diem rate for assistance with physicals during the summer.

## COMPUTER TECHNICIAN/WEBMASTER

### A. Work Hours

1. The Computer Technician/Webmaster shall be employed on a 12-month basis.
2. Daily work hours during the regular school year shall be from 7:30 a.m. to 3:30 p.m. with 45 minutes for lunch and one 15-minute break. The daily work hours may change. Every effort shall be made to provide adequate notice of such changed hours, with such flexibility based upon mutual interests, unless the change arises out of emergent and unforeseen circumstances.

### B. Vacation

1. Vacation may be taken from July 1 through June 30 with the approval of the Superintendent.
2. No vacation will be permitted during the full week prior to the opening of school.
3. No unused vacation days may be carried over from one year to the next. Except as otherwise stated in this Article, unused vacation days in each school year are lost.
4. In the first year of employment, vacation days will be awarded on a monthly basis up to July 1. For example, new employees will be awarded .83 days per month up to July first. Such days may be used at the beginning of the month. Thereafter, on July 1<sup>st</sup> of each subsequent year, subsection 5 of this section will determine vacation day entitlement.
5. Vacation shall be granted as follows:

Two to four years of service	10 working days
Five to nine years of service	15 working days
Ten or more years of service	one (1) additional vacation day for each additional year of service; the total not to exceed twenty-five (25) working days.
6. In the year of retirement and/or resignation, the employee will be entitled to their pro rata share of vacation days, depending upon the date of retirement/resignation. Such pro rata days will either be taken by the employee, or, if the employee has taken more than their pro rata share of vacation days, the employee will pay the Board back for such extra days.



7. For employees hired prior to May 14, 2007, the employee shall be entitled to his or her share of vacation days not to exceed the total days earned the previous year plus the pro rata share of ten (10) days for the year of his/her retirement/resignation, all of which may be taken either as vacation days or, if unused, paid out at the employee's per diem rate. If the employee takes more than his/her share of vacation days, then the employee shall pay the Board for such extra days. At no time will the number of such days exceed 35 days.

**C. Holidays**

1. The Computer Technician/Webmaster shall be entitled to the following paid holidays:

July 4  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

2. The above holidays that are not included as part of the school calendar may be substituted for another day with Superintendent's approval. Such days that are earned but not used in the year of retirement shall be paid at the per diem rate.
3. When school is not in session and legal holidays fall on the weekend, they will be observed on the nearest workday either Friday or Monday.

**D. Compensation Time**

1. Typically, no more than five compensation days per year will be permitted.
2. Any accumulated compensation time must be used by September 1 of each year.
3. All compensation time must have prior approval of the Superintendent or his/her designee.
4. All requests to use accumulated compensation time must have prior approval of the Superintendent or his/her designee.

5. Any compensation time accrued and not used by September 1 will be compensated at the rate of time and one-half.

## **ARTICLE VIII**

### **TEACHER EMPLOYMENT & CERTIFICATION**

- A. The Board agrees to hire only teachers holding standard or otherwise approved certificates issued by the New Jersey State Board of Examiners, or the County Superintendent, for every regular teaching position.
- B. Unless otherwise directed in writing by the Executive County Superintendent of Schools, newly hired teachers shall be given prior service credit based on the following criteria:
  1. The Superintendent can offer a prospective teacher two (2) years over his/her regular place on the guide or one (1) year under his/her regular place on the guide. Anything over two (2) years or under one (1) year would need to be approved by a committee consisting of representatives of the Association and the Board. Association members would include the H.P.E.A. President, Grievance Chair, Negotiations Chair, and a member of the prospective teacher's department
  2. Regular placement on the guide shall be determined using the following criteria:
    - a.) The Board shall have complete discretion in terms of granting credit for a teacher's previous private and/or parochial school service. Additionally, a prospective teacher coming from the elementary or middle school levels or a prospective teacher changing disciplines, i.e., a Math teacher changing to a Guidance Counselor, will be given a minimum of one (1) year credit for every two (2) years of prior service except that they will be subject to the one/two year rule above. For example, a prospective teacher with twenty (20) years of service could be placed at Step 9, as opposed to Step 10 based on the one-year rule.
    - b.) If a prospective teacher has been out of the profession for ten (10) years or more, the Board shall have the option of offering one (1) year credit for every two (2) years of public school service in that discipline.
    - c.) This language does not apply to previously or presently employed High Point teachers who move from one discipline to another.
    - d.) All other high school public school service shall be given one year credit for every one year of service except as provided by the one/two year rule noted above. For example, a high school English teacher with twenty-five (25) years of service who would normally be placed at the top of the guide could start at one year below top of guide.

- C. 1. The High Point Regional High School Board of Education, in accordance with Title 18A:29-14, reserves the right to withhold, for inefficiency, or other good cause, the employment increment or the adjustment increment, or both, of any teacher in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with reasons therefore, to the teacher concerned.
- 2. Recommendations for withholding increments for reasons of inefficiency shall be made in accordance with teacher evaluation procedures as outlined in this agreement and Board policy and state law.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.
- E. Extra-curricular positions shall be annually appointed by the Board of Education as recommended by the Superintendent of Schools.
- F. All contractual positions available at High Point Regional High School shall be publicized by the Superintendent. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board. This requirement shall not apply in the case of an emergency hiring situation. An emergency hiring situation shall exist when a vacancy occurs unexpectedly and without notice to the Board. Extracurricular positions occupied by out-of-district personnel shall be advertised each year.
- G. Persons certificated by the New Jersey State Board of Examiners to supervise instruction shall be the only personnel who will prepare written evaluations of teachers which may affect salary or employment status.
- H. Written evaluations of all extra curricular positions shall be prepared by appropriately certified administrators.

## ARTICLE IX

### SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule “A-3.0a and A-3.0b and A-3.1a and A-3.1b (Grandfathered) for 2016-2017 and 2017-2018 which is attached hereto and made part hereof, All positions must be reviewed for accuracy.

The salaries of all Secretaries covered by this Agreement are set forth in Schedule “A-4” for 2016-2017 and 2017-2018 which is attached hereto and made a part hereof.

The salaries of all custodial/maintenance/groundskeepers covered by this Agreement are set forth in Schedule “A-5” for 2016-2017 and 2017-2018, which is attached hereto and made a part hereof.

The salaries of all paraprofessionals covered by this Agreement are set forth in Schedule “A-6” for 2016-2017 and 2017-2018 which is attached hereto and made a part hereof.

The salaries of all cafeteria workers are not included.

Employees not covered by a salary schedule (LPN, Computer Technician/Webmaster, Clerk Typist) shall have their salaries increased by 1.9% for 2016-2017 and 2017-2018.

Salary guides will be developed mutually by the Association and the Board.

2. The salary guide for extra-curricular positions are set forth in Schedule “B-1 and B-2” for 2016-2017 and 2017-2018 which is attached hereto and made a part hereof.

Assistant coaches who move to head coach in the same sport shall be granted one year of credit on the head coach’s guide for every two years of assistant coaching experience. Years of service as an assistant coach shall count towards longevity as applicable.

3. When a payday occurs on a working Monday, employees will receive their paychecks on the previous Friday after 2:00 p.m.
4. Teachers may elect to have their paychecks directly deposited to the bank of their choice with the exception of the final paycheck of the school year.
- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. Twelve (12) month personnel shall be compensated at an additional rate of twenty (20%) percent.

2. When a pay day falls on or during a school holiday vacation or weekend, employees shall receive their pay checks on the last previous working day.
3. Payment of extra-curricular teachers will be made at the end of the activity; except for full-year activities which shall be paid half at mid-year and half in the last check of the school year.
4. Teachers shall receive their final checks on the last working day in June, provided said employees have fulfilled all professional responsibilities.
5. Recognizing the value of ongoing curriculum development and revision, the Board of Education will endeavor to establish funds for research and development. Workshops will be planned, priorities established and administered by the high school administration.
6. If a teacher is compensated on a workshop rate, payment shall be One Hundred Fifty Dollars (\$150) per day for the duration of the agreement.
7. Commencing in the 2016-2017 school year, longevity will be paid out from one unified schedule for all eligible members after completion of the below listed years of service within the High Point Regional School District as follows:

12 Years	\$960 per year
17 Years	\$960 per year
21 Years	\$960 per year
25 Years	\$1,250 per year

All staff members covered by this Agreement who were employed by the Board as of June 30, 1986, shall be credited with prior service with other school districts, as previously granted, for purposes of the longevity benefit. However, longevity for twenty-five years of service shall only be for service in High Point.

8. Beginning with the 1997-98 school year, an advisor for an extra-curricular position must be a contracted full or part-time teaching staff member in the High Point district to qualify for extra-curricular position longevity payments. Other employees who already hold positions and are receiving longevity are grandfathered.
  - a. Except as otherwise set forth below, beginning with the 2007-2008 school year, no employee occupying an extra curricular position for the first time will be eligible for extra curricular longevity.
  - b. Employees holding extra curricular positions as of the 2006-2007 school year are grandfathered.

1. Grandfathered employees who voluntarily or involuntarily vacate their position lose all eligibility for longevity if they subsequently return to an extracurricular position, unless;
  2. A grandfathered employee who is assigned to any extracurricular position will retain eligibility for longevity. Any employee involuntarily appointed to an extra-curricular position previously held by that employee within the same sport or co-curricular field and who was on the longevity track or receiving longevity prior to or including the 2006-2007 school year shall be considered grandfathered and is eligible to receive longevity compensation based on the prior years of service and shall retain the longevity tract for the duration of uninterrupted service in the position.
- c. If grandfathered employee voluntarily changes position to completely different one, then longevity is lost.
- d. Grandfathered employee maintains longevity if on leave of absence
- e. Grandfathered employee maintains longevity if remains in some aspect of category (head coach field hockey to assistant coach field hockey)

Longevity payments for extra-curricular positions shall be determined as follows:

**Extra Curricular Salary Longevity Categories**

	<u>A</u>	<u>B</u>	<u>C</u>
5 Years	250	350	450
8 Years	550	650	750
11 Years	1050	1150	1300

Category A: Asst. Winter Track, Asst. Winter Cheer., Asst. Cheerleading, Chamber Singers, Drama Director, Game Club, Jazz Ensemble, Literary Magazine, Music Director, Band Front, Asst. Band Director, Class Advisor, NHS, Debate Club, FBLA, Mock Trial, Model Congress, TSA, Science Club, NJ Science Team, DECA Team, International Club, Choreographer, Technical Director, Community Relations, Rehearsal Pianist, Engineering Design, Interact, PRIDE (2), Social Media, Pass-It-Along, SAVE/SABB (share stipend .5 each).

Category B: Head Tennis, Head Cross Country, Head Bowling, Head Golf, Weight Training, Head Skiing, Head Winter Track, Assistant Ice Hockey, Head Fall Cheerleading, Head Winter Cheerleading, Asst. Baseball, Asst. Softball, Asst. Soccer, Asst. Field Hockey, Asst. Swimming, Asst. Track, Asst. Tennis, Asst. Cross Country, Academic Team Advisor, Audio Visual, Marching Band Dir., Musical Director, Peer Counseling, Yearbook, School Newspaper, School Store Advisor.

Category C: Head Football, Head Basketball, Head Wrestling, Trainer, Head Baseball, Head Softball, Head Soccer, Head Field Hockey, Head Ice Hockey, Lacrosse, Head Swimming, Head Track, Asst. Football, Asst. Basketball, Asst. Wrestling, Student Council.

9. Effective until the close of business on June 30, 2011, employees who are currently employed by the Board as of June 30, 1991, will be placed in the guide following completion of graduate degree programs consistent with the past practice of the Board. For employees hired on or after July 1, 1991, the Board will grant credit for approved courses for guide placement purposes only after a degree is conferred. Degree change, i.e., BA to MA or MA to PhD, is based upon receipt of official transcript indicating degree was issued, awarded, earned or conferred or receipt of an official diploma. No credit previously earned during a degree program can be awarded as an “after degree” graduate credit for teachers hired on or after July 1, 1991.
10. Home instruction, Board-approved homework tutoring and Saturday detention shall be compensated at the rate of forty (\$40.00) dollars per hour. After School Detention will be paid at \$20 per hour.
11. Subject to superseding State regulations, mileage will be paid at the Internal Revenue Service rate. As of July 1, 2009, mileage will be paid at the Office of Management and Budget (“OMB”) rate.
12. The Principal’s Secretary salary shall be based on the Principal Secretary’s step on the regular Secretarial salary guide, plus a stipend amount of \$7,000. All future salary increases will be based on the aggregate of the stipend and the base salary.

**ARTICLE X**  
**EMPLOYEE FACILITIES**

- A. The Board recognizes the following physical facilities as desirable and will provide them to the best of their ability.
1. Space in each classroom in which teachers may store instructional materials and supplies;
  2. A lounge and/or work-study room for the employees.
  3. A serviceable desk, chair and filing accommodations for the exclusive use of each teacher;
  4. Well lighted and clean employee rest rooms, separate for each sex and separate from the students' restroom;
  5. A separate, private dining area for the use of the employee;
  6. Suitable closet space for each employee to store coats, overshoes, and personal articles;
  7. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
  8. Adequate chalkboard, whiteboard, or smartboard space in every classroom;
  9. Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- B. The Association shall be allowed to install and be required to maintain vending machines in the teacher's lounge and teachers' lunchroom areas.
- C. In order to permit freedom of use both during and after regular school hours, all teachers shall have access to keys to the faculty lounge, lavatories, and teacher work area.
- D. The Board shall determine the purchasing procedure and amounts of money allocated for gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial art teachers. These items shall be requested through the department budget. If uniforms, etc. are purchased, they are to be worn on a regular basis by faculty members.



1. The Board shall determine the purchasing procedure and amounts of money allocated for these items.
2. These items shall be requested through the regular departmental budgeting procedure. Individuals may indicate a maximum of three choices to aid the Board in the selection of the desired type of item.
3. It is recognized that these items are the property of the Board of Education and each individual is responsible for maintaining the appearance and conditions of these items in a reasonable manner. The Board may request that items be turned in before replacements are issued. The Board shall have the right to require teachers to wear uniforms when said teachers have requested the uniforms from the Board.

## ARTICLE XI

### SICK LEAVE

- A. 1. All ten-month employees of the Board of Education shall be entitled to twelve (12) sick leave days, two of which may be used for bereavement days at the option of the employee. These days shall be available as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All twelve-month employees of the Board of Education shall be entitled to fourteen (14) sick leave days, two of which may be used for bereavement days at the option of the employee. These days shall be available as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
- C. Employees shall be entitled to receive pay for accumulated sick leave based upon the following conditions:
1. Ten (10) years of service with the High Point Regional School District.
  2. Actual retirement rather than vesting or any other separation from the school district
  3.
    - 1) Compensation at the time of retirement for accumulated sick leave for teachers shall be at the rate of \$85.00 per day to a maximum of one hundred seventy-five (175) days.
    - b) Compensation at the time of retirement for accumulated sick leave for custodians and secretaries shall be at the rate of \$60 per day to a maximum of one hundred eighty (180) days.
    - c) Compensation at the time of retirement for accumulated sick leave for full time paraprofessionals and cafeteria workers shall be at the rate of \$55 per day to a maximum of one hundred eighty (180) days.
    - d) Compensation at the time of retirement for accumulated sick leave for part-time paraprofessionals and cafeteria workers shall be at the rate of \$30 per day to a maximum of one hundred eighty (180) days.
  4. For budgeting purposes, employees shall submit retirement notice by February 1 of the school year in which retirement will occur. Payment shall take place on July 15 of the same calendar year. If retirement notice is not received by February 1 of the school year in which retirement will occur, the Board reserves the right to pay any owed monies as soon as possible, but no later than December 31 of the same calendar year in which retirement occurs.

D. Sick Bank

The Sick Bank Program is attached as Appendix C.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to personal leave up to a total of five (5) days. This absence is not chargeable to sick leave

1. Personal leave may be granted for the following reasons:

- a) Death in the immediate family. (Immediate family to include: mother, father, husband, wife, sister, brother, son or daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.)
- b) Serious illness in the immediate family. Leave will be granted for serious illness within immediate family. Supportive testimony by a physician may be required by the administration.
- c) Court Subpoena.
- d) Personal business which cannot be handled outside of school hours.
- e) Two personal days may be granted without explanation.
- f) Recognition of a religious holiday.
- g) Any other reason deemed acceptable by the Superintendent.

All requests for personal leave are subject to approval by the superintendent and must be made in writing at least one (1) week prior to intended absence. In the case of an emergency, the Superintendent should be notified as soon as possible. The personal day request form must be processed within one week after returning to school.

Additional personal days may be granted by the superintendent in emergency situations

2. Personal days before or after a scheduled vacation for the purpose of extending a vacation shall be granted only upon the approval of the Superintendent of Schools.
3. Unused personal days will be added to the employee's compensable sick days at the rate of (2) personal days for (1) sick day according to the following schedule: (one-half personal days receive no credit).

<u>Personal Days</u>	<u>Sick Days</u>
5	2½
4	2
3	1½
2	1
1	½
0	0

- B. Subject to the approval of the Superintendent of Schools, upon the death of a former or current staff member or student, non-chargeable bereavement leave shall be granted to those attending the funeral as long as the staff member has obtained coverage at no cost to the board. In such circumstances, if the staff member is unable to obtain coverage, then that staff member shall be charged one-half or a full personal day.
  
- C. An employee called into temporary active duty of any unit of the United States Reserve or State National Guard shall be paid in accordance with the minimum obligations set forth under applicable state and federal law.

## ARTICLE XIII

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity Leave of Absence

##### 1. General Policy Statement

The Board of Education shall grant leave of absence for maternity, without pay, to any regularly employed staff member, upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician.

##### 2. Application for Leave

- a) At least four months before the commencement of leave, an application for maternity leave must be filed with the Superintendent of Schools. This application is to include the expected date of delivery and attending physician's name, address and telephone number.
- b) Upon receipt of this notification, a medical capability report will be mailed to the physician and a date determined for termination of active service.

##### 3. Commencement of Leave

Leaves will normally begin on the date mutually agreed to by the employee, or physician, and the school administration, and shall extend to the reinstatement date.

##### 4. Employee Capability

When in the opinion of the Board, an employee's condition is in jeopardy, her job performance is declining or her absence places the progress of her students in jeopardy, the Board has the right to require a medical examination by her physician, at its expense. Upon the recommendation of the medical examiner, the Board reserves the right to place the employee on maternity leave immediately.

##### 5. Duration of Leave

Maximum maternity leave is the school year in which leave begins, plus one additional year. For purposes of this provision, the school year ends, for ten month employees, on the last day of school. This provision does not apply to anyone on leave prior to June 2007. However, under certain circumstances, the leave may be renewed at the discretion of the Board.

6. Time and Return from Leave

Employees who have been on maternity leave status normally will return at the beginning of a semester. The substitute employee, accordingly, usually will be employed on a semester-to-semester basis.

B. Adoption of an Infant Child

Any employee adopting an infant child may receive a leave of absence under the conditions as set for Section A-1, 3, 5, 6, which leave shall commence upon receiving de facto custody of the infant, or earlier if necessary to fulfill the requirements for the adoption. Notice shall be given within thirty (30) days of adoption, or as otherwise provided by law or regulation. . In the case of teachers, the contract for the year in which the employee will be returned to full-time service must be returned signed or unsigned no later than fifteen (15) days after the date of issuance.

Where both husband and wife work for the High Point Regional School District, only one or the other may apply for and receive leave under this paragraph.

C. Peace Corps, VISTA, etc.

Leave of absence without pay of up to two (2) years may be granted to any tenure employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher who is a full-time participant in either of such programs or accepts a Fulbright scholarship. The contract for the year in which the employee will be returned to full-time service must be returned signed or unsigned no later than fifteen (15) days after date of issuance.

Upon return from leave as described in this section, the employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his leave.

D. A leave of absence may be granted to an employee by the Board of Education for study, including study in another area of specialization, for travel or for other reasons.

E. Eligible employees shall be entitled to the benefits provided under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. (See Article XX-E)

## ARTICLE XIV

### SABBATICAL LEAVE

- A. A sabbatical leave may be granted to a teacher by the Board for study or travel related to the teacher's area of current assignment, subject to the following other conditions:
1. One teacher shall be entitled to such a leave, and a second teacher may be considered for such a leave at the Board's discretion.
  2. A teacher on sabbatical leave for one (1) year having seven (7) or more consecutive years of service at High Point will receive fifty (50%) percent of the salary rate which they would have received if they remained on active duty.
  3. Requests for all sabbatical leaves must be received by the Superintendent in writing no later than February 15<sup>th</sup> of the preceding school year.
  4. A half year sabbatical at half pay will be available subject to finding an appropriate replacement for the half year. The Board will have to notify the applicant sixty (60) days prior to the beginning of the sabbatical program if the Board is unable to find a replacement.
  5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had they remained actively employed in the system during the period of his/her absence. Recipient must return for two (2) years or reimburse the Board.
- B. Teachers who have been granted a sabbatical shall be eligible for a sabbatical leave thereafter with each additional seven (7) years of service.



## ARTICLE XV

### SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. The Board agrees at all times to maintain a list of substitute teachers. Except in emergencies, teachers shall call AESOP, the principal or his delegate between 6:00 A.M. and 6:30 A.M. or before 11:30 P.M. of the previous evening if possible, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

Any teacher who substitutes for another teacher during his/her regularly scheduled preparation period shall be compensated at the rate of fifteen (\$15.00) dollars per period.

- C. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the principal and shall be distributed as equitably as possible among the teachers.

## ARTICLE XVI

### CHAPERONES & SITE MANAGER

- A. The practice of utilizing staff for chaperoning of athletic and social events after the regular school day will be implemented according to the following conditions:
1. Each faculty member is delegated as a professional responsibility to chaperone two (2) athletic or social events per school year. Teachers who have 25 or more years at High Point will chaperone one (1) event.
  2. Guidance Counselors will be excused from regular chaperoning duties but they may be required to attend up to five (5) guidance events, plus graduation and Back to School Night. If additional guidance programs are added, counselors will be paid standard chaperoning rate of twelve (\$12.00) per hour.
- B. Advisors to classes or organizations who receive extra-curricular pay for that position are expected to attend events sponsored by their organizations at no additional rate of pay. Extra-curricular advisors must fulfill their obligations to the students/club they advise until such time as all competitions are complete. This includes any regularly- scheduled competitions to conclude after June 30.
- C. A roster of events will be posted and staff members will be permitted a degree of selection from the list of posted activities. Those staff members who do not or cannot select on a voluntary basis from the posted list will be assigned by the building principal.
1. It is a faculty member's responsibility to be on time for their assignment, follow the guidelines established for the activity, and remain in attendance until the activity is officially terminated.
  2. In case of teacher absence, adjustments in assignments will be made by the principal.
- D. After each faculty member has volunteered and been assigned their chaperoning responsibilities for the school year, the building principal may appoint additional faculty chaperones and compensate them at the rate of twelve (\$12.00) dollars per hour for the assigned duty.
- E. The calendar of events for which chaperoning assignments are needed will be determined by the administration.
- F. The position of site manager shall be paid at the rate of \$50 or \$75 at the discretion of the Superintendent of Schools or designee.
- G. The nurse rate of pay shall be \$20 per hour for work beyond the work day, and \$150 for each overnight assignment.

**ARTICLE XVII**

**DEDUCTION FROM SALARY**

- A. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. Employee authorization shall be in writing to the form set forth below.

----- AUTHORIZATION -----

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_  
SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_

TO: DISBURSING OFFICER HIGH POINT REGIONAL BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability thereof. I designate the treasurer of the High Point Education Association to receive and distribute dues for the following organizations:

High Point Education Association  
Sussex County Education Association  
New Jersey Education Association  
National Education Association

- 
1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
  2. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

3. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. Teachers may individually elect to have mentoring fees deducted from their pay.
  - C. The Board agrees to deduct from employees' salaries money for local, county, state and national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.
  - D. Effective September 1, 2010, Summer Savings will only be available through salary deduction and wire transfer to the Credit Union providing the participating staff members has a valid personal account with the Credit Union.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said Agreement. The Board and Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.
- D. Copies of this Agreement shall be printed and the expense be borne equally by both parties. Copies of this agreement shall be presented to all employees covered by this agreement.
- E. Representatives of the Board and the Association shall, if requested by either party, meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise as a result of the administration of this Agreement. Such meetings shall not replace grievance procedures.
  - 1. Each party shall submit to the other at least three (3) days prior to the meeting an agenda covering matters they wish to discuss.
  - 2. All meetings between the parties shall be regularly scheduled, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.
  - 3. Any agreements reached by the party regarding the administration of this Agreement shall be placed in writing and become a part of official Board of Education minutes.

## ARTICLE XIX

### BOARD RIGHTS

- A. Recognizing that providing an appropriate education for children of High Point Regional High School is the paramount aim of this school district, and that good morale in the staff is necessary for the best education of the children:

We hereby declare that:

1. The Board, under law, has the final responsibility of establishing policies for the district.
  2. The Superintendent and his staff have the responsibility of carrying out the policies established.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- C. Any and all matters regarding school policy not covered specifically in this Agreement shall be the prerogative of the Board of Education.
- D. The parties agree to follow the procedures outlined in the Agreement, to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- E. By law, the Board specifically reserves the following rights, subject to agreed procedures:
1. The right to direct employees of the school district;
  2. To maintain efficiency of the school district operations entrusted to them;
  3. To hire, promote, transfer, assign and retain employees in positions in the school district;
  4. To suspend, demote, discharge or take other disciplinary action.

## ARTICLE XX

### INSURANCE

- A. 1. The Board of Education shall provide a hospitalization plan for full time employees and their dependents. (Dependents as defined by the hospitalization plan in existence at the time of this agreement.) Full time employees are those working 30 hours or more per week. Employees hired prior to July 1, 2003, and presently receiving benefits who work less than 30 hours per week, will continue to receive benefits under their current coverage. The Board shall also provide one hundred (100%) percent for the applicable medical plan, subject to New Jersey State Law, Chapter 78.
2. The Board of Education shall provide the POS 10 option for all employees in their first three years of employment, including dependent coverage. The employee may opt for the other plans but must pay the difference for the three years. Any employee with more than three (3) years of service shall either enroll in POS 10, or Direct Access (DA) at no extra cost.
- B. The insurance carrier shall be determined by the Board of Education. Any new carrier chosen by the Board shall provide benefits equal to or better than those provided by the previous carrier. The Board shall also provide one hundred (100%) percent for the applicable medical plan, subject to New Jersey State Law, Chapter 78.
- C. The Board of Education shall pay one hundred (100%) percent of the premium for the existing dental insurance plan. The Board shall also provide one hundred (100%) percent for the applicable dental plan, subject to New Jersey State Law, Chapter 78.
- D. The Board of Education shall pay one hundred (100%) percent of the premium for the existing prescription drug program. Employees shall be required to pay a twenty (\$20.00) dollar co-pay charge for brand name and a ten (\$10.00) co-pay for generic prescription drugs. The same fees will also apply to the mail order option. The Board shall also provide one hundred (100%) percent for the applicable prescription plan, subject to New Jersey State Law, Chapter 78.
- E. Beginning with the the 2016-17 contract year and for the duration of this agreement, all association members who have previously reached Tier 4 under New Jersey State Law, Chapter 78, shall have their contributions reduced to Tier 3, pursuant to the computations set forth in New Jersey State Law, Chapter 78.
- F. Any employee on an extended medical leave (including disability for child birth) shall remain in the insurance programs at the Board's expense for ninety (90) days after his/her sick leave expires. This 90 day period will run concurrently with the Federal/New Jersey Family Leave Act and/or if the employee does not return to employment, will run concurrently with the sixty day termination clause.

- G. Employees who have completed their ten month contractual obligations will continue to receive health benefits for July and August of the year, regardless of continuing employment. Retirees who receive state coverage will be excluded.
- H. The maximum amount claimable under the major medical coverage shall be increased to an unlimited amount.
- I. The insurance carrier may require a staff member to obtain a second medical opinion prior to surgery.
- J. All employees using the Family Plan or the Parent and Child Plan have the option to opt-out of medical benefits, including prescription and dental, provided they can provide proof of other insurance coverage for medical only (e.g. a spouse's plan.). An employee can opt back in with the following conditions:
1. If there is a change in life circumstances meaning the employee will be without insurance (e.g. death, divorce, unemployment) the employee may opt back in immediately providing they can prove there is no insurance.
  2. If there is a change in the employee's coverage (such a change in policy benefits, or an increase in spouse's insurance cost, etc.) the employee may opt back in only during the open enrollment period. This enrollment period will take place October 1-31 of each year for enrollment beginning January 1<sup>st</sup> of the following year.
  3. Effective January 2016 and onward, association members who opt-out of the medical benefits, shall receive no compensation for such election.
- K. 1. No prescription co-pay benefit in major medical plans (DA/EPO/POS 10).
2. Office visit POS 10 - \$15
  3. Office visit DA - \$15
  4. Office visit EPO - \$20 for General Practitioner  
\$40 for Specialist



## ARTICLE XXI

### TUITION REIMBURSEMENT

#### A. Graduate Credit Reimbursement for Teachers

1. The Board of Education shall provide reimbursement at the New Jersey City University Fall rate per graduate credit, up to a maximum of nine (9) credits per year, per individual.
2. Approval of credits for reimbursement shall be subject to prior approval by the Superintendent by using the form "Request for Approval of Graduate Course(s)." Course approval shall be for a one year period of time (September 1 - August 31). Any courses which have been approved and are not completed within the approved year must be resubmitted to the Superintendent for approval. If more than nine (9) credits are taken within a given school year, the additional courses beyond nine cannot be submitted at a later time for reimbursement.
3. Graduate credits for reimbursement shall be calculated from September 1 to August 31 of each school year.
4. All approved graduate courses must be associated with an accredited college or university.
5. A maximum of three (3) district in-service credits can be used per year toward accumulated graduate credit on the salary guide.
6. Reimbursement will be made only for teachers who earn a grade of B- or better for the graduate course.
7. Request for payment should be made no later than 60 days after the completion of the course. This request for payment should be accompanied by a transcript or verification of course completion and a receipted bill, voucher, or check indicating the amount paid for the course(s).
8. Course Reimbursement for approved courses is contingent upon one of the following grade verification types:
  - a. Grade Report indicating a grade of B- or better
  - b. Transcript indicating a grade of B- or better
  - c. On-line verification by the Superintendent's office indicating a grade of B- or better.
9. Vouchers must be submitted for payment to the Board Office 10 days prior to the meeting of the Board of Education. Therefore, the Superintendent's Office must receive all required paperwork in ample time to process.

10. In the event that the fiscal year ends prior to the expiration of the sixty-day period, noted in # 7 above, claims shall be submitted by August 1. In the event that a college transcript or on-line verification is not available within the above time limit, the employee must request an extension of time for reimbursement, in writing, from the Superintendent.
  11. In any event, all requests for Graduate Credit Reimbursement or Movement on Guide must be submitted with all necessary documentation one week prior to the September Board of Education meeting to be eligible for reimbursement during that year.
  12. Degree change, i.e., BA to MA or MA to PhD, is based upon receipt of official transcript indicating degree was issued, awarded, earned or conferred or receipt of an official diploma.
  13. Typically, movement on guide or degree change occurs with the issuance of new contracts in May. However, course work completed over the summer may be approved for guide movement as late as the September Board of Education meeting if official transcripts indicating the degree was issued, awarded, earned, conferred or diploma is received by the second week of September. Annual contract revisions will be made at the August and September board meetings.
  14. Movement on the salary guide is based on receipt of official transcripts. In the event an official transcript for courses completed during the summer is not in receipt by the September Board of Education meeting, the Superintendent shall, if petitioned in writing one week prior to the September meeting, grant an extension up to the October Board of Education meeting.
- B. NBPTS – National Board for Professional Teaching Standards
1. Upon presenting proof of acceptance into the National Board Certification Program, the Board will pay twenty-five (25%) percent of full-time tenured teachers' NBPTS assessment fee, up to a limit of six hundred (\$600.00) dollars.
  2. Upon attainment of National Board Certification, the Board will reimburse the teacher for an additional fifty (50%) percent of the total assessment fee, up to a limit of one thousand two hundred (\$1,200.00) dollars.
  3. Beginning in September following the attainment of National Board Certification, or upon being hired, teachers who come into the district with National Board Certification shall receive one thousand (\$1,000.00) dollars in annual pensionable salary over and above their regular salary for the life of the certificate and employment with the Board.

**C. Secretaries**

1. A secretary may take a course at the New Jersey City State University undergraduate rate if it applies to his/her job, if both sides mutually agree to it, with a letter of intent from the secretary explaining its application to his/her job.
2. No individual shall receive more than reimbursement for nine (9) credits per year.
3. Reimbursement will be made only for secretaries who earn a grade of “B-” or better for their course. Tuition reimbursement approval must be granted by the Superintendent.
4. Professional days will be allocated for secretaries when recommended by their immediate supervisor as being of benefit to their job performance or district goals. Their days off will be charged to professional.

**D. Paraprofessionals**

1. A full-time Paraprofessional who has completed one full work year may take a course at the Fall New Jersey City State University undergraduate rate if it applies to their job, and if it is approved by the Superintendent.
2. No Paraprofessional shall receive reimbursement for more than nine (9) credits per year.
3. Reimbursement will be made only for Paraprofessionals who earn a grade of “B-” or better for their course.
4. Paraprofessionals who voluntarily leave the employ of the High Point Regional School District for the sole purpose of working for another New Jersey School District within two (2) years of the reimbursement set forth above shall repay the District for such reimbursement.
5. Paraprofessionals who complete ten (10) courses approved by the Superintendent or his/her designee that are directly related to their job shall receive a pensionable one thousand (\$1,000.00) dollars per year.

- E. Teachers, secretaries or paraprofessionals may appeal a denial of reimbursement because of a grade below “B-“ to the Superintendent of Schools, and then, if necessary, to the Personnel Committee of the Board. For purposes of the appeal, the Superintendent of Schools and the Personnel Committee of the Board shall consider factors including, but not limited to, the program, grade history, the institution, and personal hardship.**

- F. Any employee (including retirees) who has received tuition reimbursement and leaves employment within one year of said reimbursement shall be required to reimburse the District for 100% of the tuition. Any employee leaving the District in the second year after receiving tuition reimbursement shall be required to reimburse the district 50% of the tuition reimbursement. An employee shall be exempt from repayment if the departure is due to termination, reduction in force, disability, death, spousal transfer or other compelling reason as determined by the Board of Education in its sole discretion. Employees shall be required to enter into a separate form of contract with the District that reflects these repayment obligations.

## ARTICLE XXII

### REPRESENTATION FEE

#### A. Purpose of Fee

If any employee included in the Recognition Clause 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.

#### B. Amount of Fee

##### 1. 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 own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

##### 2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee shall be eighty-five (85%) percent of that amount, as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

#### C. Deduction and Transmission of Fees

##### 1. 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.

##### 2. Payroll Deduction Schedule

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees 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, as specified in ARTICLE XVII.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

4. 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 thirty (30) day period. The list will include names, job titles, and dates of employment.

**D.** The Board will make arrangements, if possible, for teachers to participate in a savings bond program through the Board's bank.

**E. Indemnification and Save Harmless Provision**

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability in damages or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

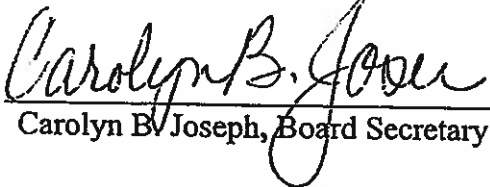
**ARTICLE XXIII  
DURATION OF AGREEMENT**


This Agreement shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2018.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this Agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board this fifteenth day of December 2015.

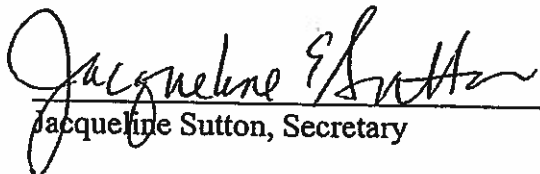
This Agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate original copy being permanently bound.

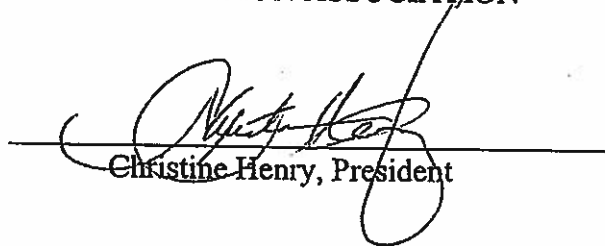
ATTEST: HIGH POINT REGIONAL HIGH SCHOOL BOARD OF EDUCATION

  
Carolyn B. Joseph, Board Secretary

  
Kyle Yealey, Board President

ATTEST: HIGH POINT EDUCATION ASSOCIATION

  
Jacqueline Sutton, Secretary

  
Christine Henry, President