

AGREEMENT

between the

HIGH BRIDGE BOARD OF EDUCATION

and the

HIGH BRIDGE TEACHERS' ASSOCIATION

JULY 1, 2002 THROUGH JUNE 30, 2005

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PREAMBLE

This Agreement entered into this the day of xxxxxx, 2003, by and between the High Bridge Board of Education, hereinafter called the "Board" and the High Bridge Teachers' Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all employees in the titles listed below, whether under contract, on leave or employed in the future: Teacher, School Nurse, Librarian, Guidance Counselor, Secretary, Custodian, Speech and Language Specialist, Psychologist, Aide, Social Worker, Learning Disabilities Teacher/Consultant.
- B. Definitions: Unless otherwise indicated, the term "teacher" as used in this Agreement shall refer to all those certificated Board employees specified in Section A, above, whether male or female; exclusive of Custodian, Secretary and Aide.
- C. Application: This Agreement or any subsequent negotiated Agreements shall apply to all personnel as defined in Section A above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The Board and Association agree to begin negotiations for a new agreement as prescribed by the Public Employment Relation Commission ("PERC").
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained in this Agreement shall be construed to restrict or deny to any employee such rights and privileges as the employee may have under New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall suffer any repercussions because of his/her participation in any legal activities of the Association or its affiliates.

- C. Teachers shall determine student grades in accordance with the High Bridge Board of Education Policy No. 2624.
- D. Whenever an employee is required to appear before his/her supervisor for the purpose of formal discipline which could, in the opinion of the supervisor, adversely affect the continuation of that person's employment, the employee shall be entitled to representation by a member of the Association.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. All information available to the general public is also available to the Association from the Board of Education.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the Board of Education and the High Bridge Teachers' Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss of pay.
- C. 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 that it shall not intrude into, interfere with, or interrupt normal school operations and with prior consent of the Superintendent or designee, and such consent will not be unduly denied.

D. The Board extends the following privileges to the Association for the conduct of its official business.

1. The use of the school building when scheduled through the building administrator.
2. The use of designated facilities and equipment when not in use. The Association shall pay for the current cost of all materials and supplies incident to such use, and be responsible for breakage and the cost of repairs, as they shall cause to occur.
3. The use of the bulletin board in each faculty lounge.

E. Representatives of the Board of Education and the Association's negotiating committee shall meet when necessary, but normally not more than three (3) times a year for the purpose of reviewing the administration of the current agreement, and to receive problems that may arise. In case of necessity, the Board of Education and the Association may request additional meetings.

Meetings will be held on dates and at times decided by mutual agreement of both parties concerned. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering the matters they wish to discuss.

ARTICLE V

EMPLOYEE WORK LOAD

A. TEACHERS

1. The in-school work year for the teachers shall be as defined by the school calendar and shall not exceed 185 days for the teachers excluding the N.J.E.A. Convention. The Board agrees to solicit recommendations from the Association before approval of the calendar or changes thereto.
2. The in-school work day (Monday through Friday) shall be as follows: 7 hours and 15 minutes four (4) days a week and 6 hours and 55 minutes on Fridays, except where indicated elsewhere in this Article of the Agreement. This workday shall include a duty-free lunch period.
3. Teachers may leave the school grounds during their duty-free lunch period upon notification to the building administrator.
4. The length of the duty-free lunch period will be the same as the students' lunch period.
5. Teachers will be required to attend up to twenty (20) general faculty and/or special meetings per school year without additional compensation. Each meeting may not last longer than sixty (60) minutes and will begin ten (10) minutes after student dismissal except for district faculty meetings for all staff. All meetings that go past the regular teacher

dismissal time shall occur throughout the year on one designated day of the week. Said day of the week should be decided by the Administration and conveyed to the staff no later than the first day of June of the previous contract year.

6. Agendas for general faculty and/or special meetings shall be announced at least two (2) school days in advance by the Administration. Faculty may add items to the agenda the morning of the day of the faculty meeting and issues demanding input will be discussed first. Child Study Team conferences and staffings, Administrative/Faculty/Board of Education Advisory Committee meetings and Pupil Assistance Committee meetings are not defined as general faculty or special meetings.
7. Teachers will be required to attend evening meetings or assignments without additional compensation. Such meetings or assignments should be scheduled at the beginning of the school year by the Administration or with a minimum of thirty (30)-calendar days advance notice. However, for each such evening meeting or assignment that a teacher returns pursuant to the direction of the Administration, the practice of providing one (1) early dismissal at either 3:00 p.m. or 3:10 p.m. on the day of the meeting or assignment or the next day will be in effect.

8. Except in cases where an irregular schedule must be implemented, each full time teacher, excluding the school nurse, will receive a minimum of five (5) periods per week of non-pupil contact time to use for planning, curriculum development or other professionally related activities. Efforts shall be made to schedule such periods on a one (1) per day basis. In no event, however, shall an eligible teacher have more than one (1) day per week without a non-pupil contact period.
9. a) Substitute teachers will normally be called to cover teacher absences. If substitutes are not available or because an unexpected absence occurs wherein there is not enough time to obtain a substitute, the following procedure will be used: teachers will be asked to volunteer; and if there are no teacher volunteers, the administration will take appropriate action as they deem necessary. If, as a result of the failure to hire a substitute, an absent classroom teacher's students are assigned to one or more other classroom teachers thus resulting in an increase class size, those receiving teachers shall receive additional compensation based upon the per diem substitute rate being divided among them.

- b) A teacher shall receive compensatory time on a minute-by-minute basis for the loss of the one contractual non-pupil contract period defined in Article V, Section A.8. If the teacher loses any of the contractual compensatory time, a record shall be maintained. The teacher shall be paid for the time at the substitute rate of pay prorated.

B. **CUSTODIANS**

- 1. Work Year - as defined by the employment contract
- 2. Work Day
 - (a) Eight hours including a thirty (30) minute lunch.
 - (b) On days when school is not in session, the workday shall consist of eight hours including a thirty (30) minute lunch. All custodians shall work the day shift. Hours are to be determined by the supervisor after consultation with the custodians.
 - (c) The School Business Administrator or designee will schedule a thirty (30) minute lunch period after consultation with the custodial staff.
 - (d) The starting and ending time for each custodian's work shift shall be posted by September 1st.

3. Overtime
 - (a) Overtime shall be worked only with the advance approval of the immediate supervisor and/or the Superintendent.
 - (b) All work done in excess of forty (40) hours shall be compensated at one and one-half (1-1/2) the hourly rate.
 - (c) Overtime shall be rotated among all custodial employees to the extent permitted by work shifts.
 - (d) A compensated day shall be considered a day worked.
4. Second shift custodians shall be paid a five percent (5%) shift differential as of July 1, 1993. The shift differential shall not apply in cases of emergency assignment of day custodians to the second shift or when day custodians work overtime. The 5% differential shall be calculated by multiplying .05 times the custodian's base salary as set by contract (excluding overtime pay). The 5% differential shall not become part of a custodian's base salary.
5. Custodians who are requested to report to work for emergency callbacks will be paid a minimum of two (2) hours pay at straight time. The two hours' pay will be at overtime pay only if the custodian has exceeded forty hours for the workweek in question. For the purpose of this section, "emergency callbacks" shall not include regularly scheduled shifts on weekends or holidays, nor shall it include scheduled weekend

building checks. Custodians need not work the full two hours in order to receive the minimum callback pay. Custodians who work in excess of two hours will be paid for actual time worked without the two-hour guarantee. "Actual time worked" will not include travel time but only actual time spent in the school. Weekend building checks will be two hours in duration and will be paid at time and a half.

6. Sick Leave (See ARTICLE VII)
7. Temporary Leave of Absence (See ARTICLE VII)
8. Vacations
 - (a) Ten month and part-time custodians do not earn vacation time.
 - (b) All full-time twelve-month custodians are entitled to a ten-day paid vacation after the first full year of employment. Beginning in the fourth year of employment, one additional day of paid vacation will be earned each year through the eighth year of employment.
 - (c) Vacations must be taken during the contract period or within one year following the contract year but in no case may vacation be taken that is not yet earned. Custodians earning fifteen (15) vacation days shall be permitted to take at any one time, a maximum of ten vacation days consecutively. Payment in lieu of vacation is permitted.

In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing. All vacations must have the prior approval of the Superintendent.

(d) Termination of Employment.

- (i) **New Employees**- A new employee who has worked less than three months is not entitled to vacation prior to termination.
- (ii) **Voluntary Termination** - twelve-month employees who anticipate termination in the district may take accrued vacation prior to the termination date with proper approvals. Payment in lieu of vacation is permitted.
- (iii) **Retirement**- An employee who anticipated retirement may take accrued vacation prior to the retirement date or elect payment in lieu of vacation.
- (iv) **Death** - Accrued vacation will be paid to the estate of deceased employee.
- (v) New employees who begin their employment during the normal school year, and who are offered an initial contract for less than twelve months will be permitted to take vacation earned during the "short" contract as if the contract was for twelve months.

(e) One compensatory day will be provided in place of a holiday that is re-scheduled as a school day. In scheduling compensatory days, first consideration shall be to the needs of the school, after which seniority shall be governing. All compensatory days must have the prior approval of the Superintendent. (Reference to 9 (a) Holidays)

9. (a) Holidays -

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

New Year's Day

One additional day for either Christmas Eve or New Year's Eve (See (b) below)

Presidents' Day (See (d) below)

Good Friday

Memorial Day

(b) One-half (1/2) of the employees shall be off on Christmas Eve and on New Year's Eve.

(c) If a holiday falls on a Saturday, the Friday immediately preceding is the holiday. If a holiday falls on the Sunday the Monday immediately following is a holiday.

(d) When the Board schedules a Friday holiday preceding the Presidents' Weekend Holiday, one-half (1/2) of the employees shall work on Friday and one-half (1/2) on Monday.

C. **INSTRUCTIONAL AIDES**

1. Work Year - as defined by the employment contract.
2. Work Day - Six hours and 55 minutes including a half-hour (30 minute) lunch, or as defined by the Contract.
3. Sick Leave (See ARTICLE VII)
4. Temporary Leave of Absence (See ARTICLE VII)

D. **NON-INSTRUCTIONAL AIDES**

1. Work year - as defined by the employment contract.
2. Work day
 - (a) Work days are days when school is in session.
 - (b) Aides working a minimum seven (7) hour workday are entitled to thirty (30) minute lunch period.
 - (c) Work periods are determined by the Building Administrator.
3. Sick Leave (See ARTICLE VII)
4. Temporary Leave of Absence (See ARTICLE VII)

E. **FULL TIME SECRETARIES**

1. Work Year - as defined by the employment contract.
2. Work Day
 - (a) Daily hours for a secretary shall be eight (8) hours inclusive of a forty-five (45) minute lunch period schedule by the Building Administrator after consultation with the secretary.

- (b) The Superintendent will arrange summer work hours.
 - (c) Superintendent or immediate supervisor will arrange hours during scheduled parent conferences.
 - (d) Office staff shall not be required to report to work when schools are closed for inclement weather. If schools are closed for more than three days in the school year due to inclement weather, the Superintendent may reschedule the number of days above three (3).
 - (e) Summer hours shall be posted by June 1.
3. Sick Leave (See ARTICLE VII)
 4. Temporary Leave of Absence (See ARTICLE VII)
 5. Holidays -
 - Labor Day
 - NJEA (1 day)
 - Thanksgiving and the day after
 - * Christmas/Winter Recess (Elementary and Middle School secretaries will work one day during this holiday period as determined by the Superintendent or his/her designee after consultation with the employee.)
 - Presidents' Weekend
 - * One week for Easter/Spring Recess (Elementary and Middle School secretaries will work one day during this holiday period as determined by the Superintendent or his/her designee after consultation with the employee.)
 - Memorial Day
- * Secretaries to work one additional day in either the winter or spring recess, to be determined by the Superintendent.

F. **PART-TIME SECRETARIES**

1. Work Year - as defined by the employment contract. The number of days of the week to be worked will be determined by the supervisor after consultation with the secretary.
2. Work Day - as defined by the employment contract.
 - a) Secretaries working an eight (8) hour day shall receive inclusive of a thirty (30) minute lunch period, which will be scheduled by the supervisor after consultation with the secretary.
 - b) Secretaries are expected to work when schools are closed for inclement weather unless otherwise directed.
3. Sick Leave (See ARTICLE VII)
4. Temporary Leave of Absence (See ARTICLE VII)

G. **ALL SUPPORT STAFF**

1. Probation
 - a) Each newly employed support employee, except instructional aides, shall serve a probationary period of 90 calendar days during which time she/he shall be subject to discharge without notice.
 - b) During this probationary period any uncompensated time off shall not count toward completion of said probationary period.

2. Assignments, Transfers, and Vacancies.
 - a) Staffs who desire to transfer may file a written statement of such desire with Superintendent.
 - b) Vacancies shall be publicized to all employees.
 - c) The assignment and transfer of support employees between buildings shall be the responsibility of the Superintendent.
 - d) The Board shall approve promotions.

ARTICLE VI

SALARIES

The salary guides contained herein for all employees shall be in effect for three years beginning July 1, 2002 and ending June 30, 2005.

A. TEACHERS (AND ALL OTHER EMPLOYEES ONLY WHERE NOTED)

1. Adjustments
 - a) Military Service: Teachers having spent time in military service will receive credit for such experience up to four (4) years of active duty. Credit shall be determined by the following schedule.
 - Service of less than 6 months = 0 years credit
 - Service of 6 months or more, but less than 18 months = 1 year credit

- Service of 18 months or more, but less than 30 months = 2 year credit
- Service of 30 months or more, but less than 42 months = 3 year credit
- Service of 42 months or more, 4 years credit

- b) Training Level Transfer: Transfer of a teacher from one classification to another must be preceded by assurance (with proper records) that s/he has completed the necessary courses or equivalents and received the necessary credits.
- (1) It is the responsibility of each teacher to keep the record of credits up-to-date in the office of the Superintendent.
- (2) Only the duly attested transcript from the college or educational institution is accepted in the filing of credits.
- c) Adjustment in salary made necessary because of changes in training or years shall be made in February on a pro-rata basis or at the usual issuance of the contract. Those who qualify for adjustment to a new classification during the summer months, after the regular contracts have been issued, shall receive revised contracts during the first part of September upon proper verification.

2. Tuition Reimbursement:

- a) A teacher under contract to High Bridge Schools who earns additional semester credits in courses and colleges which are approved by the Superintendent and the Board will be reimbursed for tuition with a maximum allowance of 9 credits/year at the Rutgers University's graduate course rate, with a district cap of \$17,238. This capped amount will be adjusted each year to allow 17 graduate classes per year at the Rutgers' graduate rate, which is \$338.00 per credit for the 2002-2003 school year. This will be prorated based upon the percentage of time that the teacher spends in the High Bridge School District in any one fiscal year. The last day of the semester or term shall determine in which fiscal year the tuition would qualify for reimbursement.
- b) In order to be eligible for tuition reimbursement for such approved courses at an approved college, the course must be in the area of the teacher's current teaching assignment, unless it is part of a degree program, or unless this provision is waived by the Superintendent. Additionally, the course must be taken at an accredited college or university. The cost of tuition will be paid up

front by the Board of Education, to be reimbursed by the employee if the minimum grade of "B" is not achieved.

- c) If a teacher fails to complete the course with a "B" or better average, the Board will be reimbursed the entire amount that had been advanced, over a ninety day period through payroll deductions or, if the employee ceases employment, the pool of available money in the following year will be reduced by the amount owed to the Board.
- d) In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher passes and receives credit from the college, the costs of tuition, subject to the above limitations, shall be reimbursable.
- e) All support staff shall be eligible for tuition reimbursement in accordance with the above regulations in the amount of \$576.00 (2002-2003), \$601.00 (2003-2004) and \$631.00 (2004-2005) at the county college rate, which is \$64.00 per credit for the 2002-2003 school year. Part-time employees shall have these amounts prorated according to the amount of time worked.
- f) Penalty language - Any employee who voluntarily terminates employment within twenty-four (24) months of receiving tuition reimbursement shall repay the Board for

reimbursement received over a ninety-day period through payroll deductions or if the employee ceases employment, the pool of available money in the following year will be reduced by the amount owed to the Board. Repayment shall be for a maximum of nine (9) credits, not to exceed the amount reimbursed by the Board. Termination due to retirement to immediately collect a pension shall be exempt from this repayment obligation.

3. Tutors and bedside instructors will be selected from volunteer teachers and shall receive \$27.39 per hour during the 2002-03, \$29.85 per hour during the 2003-04 and \$31.22 per hour during the 2004-05 school years.
4. The salaries of all employees covered by this Agreement are set forth in the salary schedule which is attached hereto and made a part hereof. Nothing in this guide shall limit the action of the Board from making special allowances for equivalent experience.
 - a. (1) All 10-month employees shall be paid in twenty (20) equal semimonthly installments on the fifteenth and the last workday of each school month.
 - (2) All 11-or 12-month employees shall be paid in twenty two (22) or twenty four (24) equal semi-monthly

installments on the 15th and last workday of each month.

- b. When a payday falls on or during a school holiday, vacation or weekend, all employees shall receive their paychecks on the last previous working day.
 - c. All employees may individually select to have a percentage of their monthly salary withheld from their pay. These funds shall be paid to the employees on the final payday in June.
 - d. Teachers shall receive their final checks on the last working day in June, provided all responsibilities are completed and approved by the Administration.
5. Teachers may be reimbursed for travel, in their own automobile, at the current rate established by the Board for required attendance at workshops and professional meetings, which have been approved by the Administration.
6. All employees may individually and voluntarily authorize the Board Secretary to make certain deductions from his/her salary including:
- a. Professional dues
 - b. Voluntary Life Insurance
 - c. Repayment of employee loans
 - d. Tax-sheltered annuities
 - e. Federal Credit Union
 - f. Voluntary Disability Insurance

7. **Direct Deposit** - The Board of Education will offer direct deposit of paychecks when requested by the employee. Employees may elect a ten (10) month, eleven (11), or twelve (12) month payment plan.
8. Teachers shall be reimbursed for summer IEP meetings at salary/hour plus the IRS travel reimbursement rate.

B. 1. **CUSTODIANS- 2002-2003**

- a. Salaries of all custodians re-employed for July 1, 2002 to June 30, 2003 shall be increased by 4.2% of their base salary of 2001-2002.
- b. The Board of Education and the new employee shall mutually agree upon an initial salary.
- c. A minimum hourly rate has been set at \$9.00 per hour.

2. **CUSTODIANS - 2003-04**

- a. Salaries of all custodians re-employed for July 1, 2003 to June 30, 2004 shall be increased by 4.6% of their base salary of 2002-2003.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$9.00 per hour.

3. **CUSTODIANS - 2004-2005**

- a. Salaries of all custodians re-employed for July 1, 2004 to June 30, 2005 shall be increased by 4.6% of their base salary of 2003-2004.
- b. The Board of Education and the new employee shall mutually agree upon an initial salary.
- c. A minimum hourly rate has been set at \$9.00 per hour.

4. **CUSTODIANS - CLOTHING REQUIREMENT AND REIMBURSEMENT**

The Board will provide up to eighty dollars (\$80.00) each year for steel-toed work shoe reimbursement during the 2002-2005 contract years. Reimbursement for steel-toed work shoes during the 2002-05 contract year will be eighty dollars (\$80.00). Work shoes must be worn at all times during work.

C. 1. **INSTRUCTIONAL AIDES – 2002-2003**

- a. Salaries of all Instructional Aides re-employed for the school year July 1, 2002 to June 30, 2003 shall be increased by 4.2% of their base salary of 2001-2002.
- b. The Board of Education and the new employee shall mutually agree upon an initial salary.
- c. A minimum hourly rate has been set at \$7.25 per hour.

2. **INSTRUCTIONAL AIDES-- 2003-2004**

- a. Salaries of all Instructional Aides re-employed for July 1, 2003 to June 30, 2004 shall be increased by 4.6% of their base salary of 2002-2003.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$7.25 per hour.

3. **INSTRUCTIONAL AIDES - 2004-2005**

- a. Salaries of all Instructional Aides re-employed for July 1, 2004 to June 30, 2005 shall be increased by 4.6% of their base salary of 2003-04.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$7.25 per hour.

D. 1. **NON-INSTRUCTIONAL AIDES -- 2002-2003**

- a. Salaries of all Non-Instructional Aides re-employed for July 1, 2002 to June 30, 2003 shall be increased by 4.2% of their base salary of 2001-2002.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$6.25 per hour.

2. **NON-INSTRUCTIONAL AIDES - 2003-2004**

- a. Salaries of all Non-Instructional Aides re-employed for July 1, 2003 to June 30, 2004, shall be increased by 4.6% of their base salary of 2002-2003.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$6.25 per hour.

3. **NON-INSTRUCTIONAL AIDES - 2004-2005**

- a. Salaries of all Non-Instructional Aides re-employed for July 1, 2004 to June 30, 2005 shall be increased by 4.6% of their base salary of 2003-2004.
- b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.
- c. A minimum hourly rate has been set at \$6.25 per hour.

NOTE: Aides who substitute for a teacher shall be compensated at the premium substitute teacher's rate of pay or their own rate, whichever is higher.

E. 1. **FULL TIME SECRETARIES- 2002-2003**

a. The salary of the full time Middle School Secretary re-employed prior to July 1, 2002 shall be increased by 4.2% of their base salary of 2001-2002.

The salary of the full time Elementary School Secretary re-employed prior to July 1, 2002 shall be increased by 4.2% of their base salary of 2001-2002.

b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.

c. A minimum hourly rate has been set at \$8.00 per hour.

2. **FULL TIME SECRETARIES - 2003-2004**

a. Salaries of all full time secretaries re-employed for July 1, 2003 to June 30, 2004 shall be increased by 4.6% of their base salary of 2002-2003.

b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.

c. A minimum hourly rate has been set at \$8.00 per hour.

3. **FULL TIME SECRETARIES - 2004-2005**

a. Salaries of all full time secretaries re-employed for July 1, 2004 to June 30, 2005 shall be increased by 4.6% of their base salary of 2003-04.

b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.

c. A minimum hourly rate has been set at \$8.00 per hour.

F. 1. **PART-TIME SECRETARIES - 2002-2003**

a. Salaries of all part-time secretaries employed prior to July 1, 2002 shall be increased by 4.2% of their base salary of 2001-2002.

b. An initial salary shall be mutually agreed upon by the Board of Education and the new employee.

c. A minimum hourly rate of \$8.00 per hour.

2. **PART-TIME SECRETARIES - 2003-2004**

a. Salaries of all part-time secretaries re-employed for the school year for 2003-04 shall be increased by 4.6% of their base salary of 2002-2003.

b. An initial salary shall be mutually agreed upon by the Board of Education and the employee.

c. A minimum hourly rate of \$8.00 per hour.

3. **PART-TIME SECRETARIES - 2004-2005**

a. Salaries of all part-time secretaries re-employed for the school year for 2004-05 shall be increased by 4.0% of their base salary of 2003-04.

- b. An initial salary shall be mutually agreed upon by the Board of Education and the employee.
 - c. A minimum hourly rate of \$8.00 per hour.
- G. **Teachers' Salary Guides** for 2002-2003, 2003-04, and 2004-05 contract years (see Appendix A, B & C)

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Absence on Account of Death in the Family - All Employees
(Part-time employees' benefits are pro-rated based upon percentage of time worked)
1. Employees shall be excused without loss of pay, for a period not to exceed five (5) consecutive school days in case of death of a member of his/her immediate family, or for a person of the immediate household at the time of death. Immediate family means parent, stepparent, wife or husband, brother, sister, mother-in-law, father-in-law, children, stepchildren, and grandchildren. Days taken under this paragraph must be taken at a time contiguous to the time of death of the immediate family/household member.
 2. Death of other relatives and persons of significant relationship will allow a maximum of three (3) days leave without deduction.

Other relatives mean brother-in-law, sister-in-law, and grandparent. Persons of significant relationship means persons not related by blood or marriage but having comparable relationship. Days taken under this paragraph must be taken at a time contiguous to the time of death of the relative.

3. Death of additional relative will be granted one (1) day leave without deduction per occurrence. Administration reserves the right to ask the staff member to supply the name and relationship of the deceased and the name of the funeral home that handled the arrangements.

B. Absence on Account of Personal Leaves - All Employees

(Part-time employees' benefits are pro-rated based upon percentage of time worked)

1. Personal leaves are intended to allow the employee to observe a religious holiday or to attend to special business affairs, which cannot be conducted after hours. All employees with less than four (4) years of in-district service will be eligible for two (2) days of personal leave. Those employed by the district prior to July 1996 will continue to receive three (3) personal days. Employees with four (4) or more years of in-district service will be eligible for three (3) days of personal leave. Those employees who are at the L-2 level on the salary guide will be eligible to receive four (4) days of personal leave. Absence under this regulation shall be without

loss of pay providing such absence does not exceed the above-mentioned number of days in any school year.

Personal leaves may be taken in half-day increments but usage as such is limited to no more than two (2) half-days per year.

Usage of a personal day immediately preceding or following a school holiday is limited to one of the following holidays per year:

Martin Luther King Day, President's Holiday and Memorial Day.

Whenever possible, notice of absences should be given at least three (3) school days in advance. All absences are to have prior approval of the Superintendent or designee; such approval shall not be unduly denied. If the Superintendent or designee waives the advance notice, or the days are to be taken consecutively, the reason for such absence may be requested. If the request is for a day immediately before or after the Thanksgiving holiday, Winter break, or Spring break, approval may be limited on a first come, first serve basis, and the reason for such absence may be requested.

Unused personal leaves shall be converted, at the end of the school year, into sick leave at the rate of 2 to 1 in increments of half (1/2) sick days. Days will be converted to sick leave as follows:

3 days	=	1 1/2 days
2 1/2 days	=	1 day
2 days	=	1 day

1 1/2 days	=	1/2 day
1 day	=	1/2 day
1/2 day	=	0 days
0 days	=	0 days

2. Support employees' requests shall be evaluated against the needs of the school, after which seniority shall govern.
3. Support Aides (non-instructional aides only) working a minimum of seven (7) hours per day are entitled to the benefits in Section 1 above.

C. **Absence on Account of Illness**

Sick leave is defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury.

1. a. **Ten-Month Employees**

In case of absence from school on account of personal illness, an employee shall be allowed full pay for ten days absence during the school year. If an employee shall have been absent on account of personal illness less than ten days during the school year, the remaining days shall be cumulative, and the number of days an employee may be absent on account of personal illness during a school year shall be ten days plus the accumulated days of previous years. Sick leave for the first year of employment shall be

calculated at the rate of one (1) day per month of contract to June 30.

b. **Eleven-Month Employees**

Same as Section (1) above except eleven (11) days are earned per year.

c. **Twelve-Month Employees**

Same as Section (1) above except twelve (12) days are earned per year.

2. The Board shall require all employees to furnish a physician's statement certifying to personal illness extending beyond five (5) days, and may require a physician's certificate in cases of less than five (5) days of absence (Title 18A:30-4).
Certification of the absence on account of personal illness shall be made on official forms, prepared by the Superintendent and shall be kept on file. The Board shall require a physician's certificate to be filed with the Superintendent of Schools.
3. Employees shall be given a written accounting of accumulated sick leave no later than the fifteenth (15th) of September of each school year.

- D.
 - 1. The Superintendent may, at his/her discretion, allow employees to attend educational meetings without loss of pay, if, in his/her opinion, it is desirable.
 - 2. Custodians and secretaries may attend the NJEA Convention for a maximum of two (2) days and take those days as professional days so long as prior approval of the Superintendent is obtained and provided that the custodian(s) and secretary (ies) shall provide a certificate of attendance to the Superintendent within three (3) days of his/her return from the Convention.

- E. The difference in pay between the teacher's regular salary and the amount received from State or Federal Government due to being called into temporary active duty of any unit of the United States Reserve or the State National Guard shall be paid by the Board of Education.

- F.
 - 1. Any pregnant employee may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate, which shall allow \for disability twenty (20) workdays before and twenty (20) workdays after the anticipated date of birth.

2. A pregnant employee may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
3. Accumulated sick days may be utilized during the disability period.
4. The approved disability leave shall be extended for anticipated disability related to the childbirth upon provision of a physician's certificate.
5. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the employee examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the employee and whose decision shall be final and binding upon the parties.
6. A nontenured employee shall only be entitled to a leave up to the expiration of her contract. A nontenured employee shall not be denied re-employment on the basis that she is pregnant or on leave.
7. A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons

applicable to all employees under Title 18A. No pregnant employee may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

ARTICLE VIII

NOTIFICATION OF TEACHING ASSIGNMENT

- A. All teachers shall be given written notice of their tentative teaching assignment for the coming year prior to the termination of the current year.
- B. In the event a change of assignment occurs after the termination of the school year, affected teachers will be notified in writing.
- C. Any teacher who is interested in potential vacancies which may occur during the summer recess may provide a letter to the Superintendent prior to the close of school indicating said interest and providing his/her address during the summer months. If a vacancy occurs during the summer, the Superintendent will then notify any such teacher, in writing, of any such vacancy.

ARTICLE IX

VOLUNTARY REASSIGNMENTS AND PROMOTIONS

- A. Teachers who desire a change in grade and/or subject assignments may file a written statement of such a desire with the

Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

- B. Whenever a known vacancy exists, it will be posted. Teachers who desire to apply for such vacancies are to submit their applications in writing to the Superintendent within the time specified in the notice. The Superintendent will provide written notification to each applicant advising acceptance or rejection for the position. Whenever the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

ARTICLE X

ADVISORY COMMITTEES

The Advisory Committee shall be established to provide a forum for a continuing dialogue between the Board of Education, the Administration and the Association. Administration shall act as coordinator and leader for meetings. No power of policy shall be deemed to have been given to this committee.

- A. The faculty members of this Advisory Committee shall consist of the Association President (or Co-Presidents) and faculty representatives (not to exceed seven) to be chosen by the Association. These representatives will meet with representation for the Administration

and Board of Education. Administration shall be informed of the names of the members in September, or sooner, if possible.

B. Procedure

Committee meetings may meet once per month at a time, date and place convenient for all. If representation from Faculty, Administration, or the Board of Education cannot find a mutually agreeable time, the monthly meeting will be cancelled. Agendas will be mutually developed and distributed three days in advance. Minutes of all meetings will be taken.

ARTICLE XI

TEACHER EVALUATION

- A. 1. Monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observations for the purpose of evaluation shall not occur on the day immediately preceding or following Christmas/Winter and Easter/Spring vacations.
2. Teachers shall be evaluated by a person who is certified by the New Jersey State Board of Examiners to supervise instruction.
3. Within eight (8) school days a teacher shall be given, in written form, a copy of any class visit or evaluation report prepared by the teacher's evaluators and a conference shall be held.

4. Each teacher will receive a copy of his/her observation report one (1) school day prior to a conference with the evaluator.
 5. The teacher may submit a written comment on the evaluation form.
- B.
1. Evaluation shall be conducted and subsequent reports filed for tenure and non-tenure teachers on a regular basis.
 - (a) Tenure - at least one (1) annually.
 - (b) Non-Tenure - at least three (3) annually.
 2. Such reports shall be addressed to the teacher.
 3. Such reports shall be written and shall include:
 - (a) Strengths of the teacher as evidenced during period since the last report.
 - (b) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (c) Specific suggestions as to measures, which the teacher might take to improve his/her performance in each of the areas wherein weaknesses, have been indicated.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board of Education.

B. Child Care Leave

1. Natural Birth:

The Board of Education shall grant childcare leave without pay to any tenured teacher upon written request and subject to the following stipulations and limitations.

(a) Child care leave shall commence on the date requested by the teacher. Such leave shall not exceed two (2) years. A teacher granted childcare leave would return to work at the beginning of a school year (September). The date of return will be determined at the time the leave is approved.

(b) Child care leave requires sixty (60) days prior notice to the Board of Education.

2. Adoption:

Any tenure teacher adopting a child of pre-school age shall receive the same leave as Article XII B.1 which shall commence upon the teacher receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements for adoption.

C. All benefits to which a tenure teacher was entitled immediately prior to the commencement of the leave of absence which are still in effect within the school district at the time of his/her return and unused accumulated sick leave shall be restored to him/her upon his/her return.

D. Self Improvement Leave

Any teacher who has been employed in the High Bridge School District for a period of at least ten (10) years may apply for an unpaid leave of absence of one school year's duration. Eligible teachers may be granted this leave for the purpose of formal graduate study, independent research or writing of doctoral thesis.

ARTICLE XIII

INSURANCE PROTECTION

A. The Board of Education shall provide the health-care insurance protection designated to employees working twenty-three (23) or more hours per week. The Board of Education shall provide coverage for both employee and family.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st.
2. In each year of this agreement, the Board will pay the full cost of "employee only" coverage in the State Health Benefits Plan-Traditional, State Health Benefits Plan-NJ Plus, or State Health Benefits Plan HMO's. In addition, in each year of this agreement, the Board will pay a sufficient percentage of the

cost of dependent coverage in State Health Benefits Plan-Traditional, so that the total of its contribution for State Health Benefits Plan-Traditional (single plus X% of dependent) contributes enough dollars to cover the full cost of all categories of State Health Benefits Plan-NJ Plus.

3. Provisions of the health-care program shall be detailed in master policies and contracts agreed upon by the Board of Education and Association and shall include the N.J. State Health Benefits Plan.
- B. Commencing July 1, 1999, the Board shall contribute no more than \$15.91 per month per employee for a dental plan for employee coverage only.
 - C. The Board may select alternate insurance plans provided coverage is equivalent, uninterrupted, and approved by the Association.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

- C. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district, (2) to hire, promote, transfer, assign and retain employees in positions within the school district, and, for just cause, to suspend, demote, discharge or take other disciplinary action against employees, (3) to relieve employees from duties because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the methods, means and personnel by which such operations are to be conducted, and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- D. Upon request the Association may be granted permission by the building administrator to use a classroom for meetings.
- E. All communications from the Association and the Board shall be in writing and submitted through the Superintendent.
- F. The Board shall maintain an Employee Assistance Program consistent with the provisions of Board policy and the Employee-Board of Education Joint Statement.

ARTICLE XV

GRIEVANCE PROCEDURE - ALL EMPLOYEES

A. Definition:

1. A "Grievance" is a claim based upon a misapplication, misinterpretation, or violation of the Agreement, or a Board policy affecting an employee or group of employees.
2. The "aggrieved" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
3. "The Association" shall refer to the High Bridge Teachers' Association.
4. "The Board" shall refer to the High Bridge Board of Education.

B. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, (could result in irreparable harm to a party in interest) the time limits set forth

herein should be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. **Level One**

A group or employee with a grievance shall first discuss it with the building administrator either directly or through the school representative in an attempt to solve it informally, within five (5) school days after the alleged violation happened.

4. **Level Two**

In the event the aggrieved is not satisfied with the disposition at Level One, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing within ten (10) days school days after an informal meeting with the building administrator. The building administrator shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

5. **Level Three**

In the event the aggrieved is not satisfied with the disposition at Level Two, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing with the Superintendent within ten (10)

school days after the meeting with the building administrator. The Superintendent shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

6. **Level Four**

If the grievance is not resolved to the employee's satisfaction by no later than five (5) school days after receipt of the Superintendent's decision, the aggrieved may request review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

7. **Level Five**

No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the

State Commissioner of Education but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, (d) any matter which according to law is beyond scope of Board authority or (e) any matter which is based upon other than a contractual matter. It is specifically understood that the intent of the parties hereto is that only those grievances involving alleged violations, misapplications or misinterpretations of this contract may proceed to binding arbitration. Matters involving Board Policy may proceed as follows to advisory arbitration only. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes to have a review by a third party, the employee shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An employee, in order to process the grievance beyond Level Four, must have the request for such action accompanied by a written recommendation for such action by the Association. The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to the Public Employment Relations Commission ("P.E.R.C.") to submit a roster of persons qualified to function as an arbitrator in the

dispute in question, in accordance with P.E.R.C. procedure.

- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the P.E.R.C. to submit a second roster of names.
- (c) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The arbitrator's decision shall be in writing and shall set forth the facts upon which the decision is based. The recommendations of the arbitrator shall be binding with respect to contractual matters, but advisory with respect to Board Policy matters. Only the Board, the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- (d) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

C. Rights of Employees to Representation

1. Any aggrieved person or persons may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any employee organization other than the Association. He/she shall have the right to be present and state his/her views at all stages of this grievance procedure.

D. Miscellaneous

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association Grievance Committee may submit such grievance in writing directly to the building administrator and the processing of such grievance shall be started at Level Two.
2. Decisions rendered at Levels One, Two, Three and Four of grievance procedure shall be in writing, setting forth the decision and the reasons and shall be promptly transmitted to the aggrieved and his/her representative.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and distributed by the Superintendent so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative.
6. Grievances shall become null and void if the time requirements for submission to the various levels are not met by the aggrieved.

ARTICLE XVI

CO-CURRICULAR ACTIVITIES AND COMPENSATION

- A. Co-Curricular advisorships and coaching position shall be compensated according to the schedule B below. The following categories shall be compensated at the following rate for the school years 2002-2003, 2003-04 and 2004-05:

1. Interscholastic Sports	<u>2002-2003</u>	<u>2003-04</u>	<u>2004-05</u>
A. Fall Sports, each	\$1018.00	\$1065.00	\$1114.00
B. Girls' Basketball	1758.00	1839.00	1924.00
C. Boys' Basketball	1758.00	1839.00	1924.00
D. Spring Sports, each	1018.00	1065.00	1114.00
E. Winter Cheerleading	1018.00	1065.00	1114.00

Coaches with five (5) or more years of experience will receive an additional twenty (20) percent of the base dollars listed above.

2. Sponsors of intramural sports, and other activities will be compensated at a rate of twenty-three dollars and forty-five cents (\$23.45) per hour during 2002-2003, twenty-four dollars and fifty-three cents (\$24.53) per hour during 2003-04, and twenty-five dollars and sixty-six cents (\$25.66) per hour during 2004-05, school years with a maximum number of hours per Board of Education approved program.
3. Chaperoning of events as designated by the Building Administrator, shall be compensated at a rate of fifty-eight dollars and forty-two cents (\$58.42) per chaperone, per event during the 2002-2003, sixty-one dollars and eleven cents (\$61.11) per chaperone, per event during the 2003-2004, sixty-three dollars and ninety two cents (\$63.92) per chaperone, per event during the 2004-2005, school years. There shall be a minimum of two chaperones at major events.
4. Overnight field trips - When a field trip involves an overnight stay, the Board of Education will compensate each teacher at the substitute pay rate for each night of the trip.

B. It is understood that all intramural and interscholastic sports and activities must have prior Board of Education approval.

- C. Vacancy of coaching positions or new coaching positions will be posted in the Teachers' Room in September.
- D. Coaches will be notified of their being hired prior to the season.
- E. Teachers are to employ for co-curricular advisorships by written addendum to contract.
- F. Payment shall be made upon completion of the sport/activity.
- G. Advisors and coaches of the various sports and activities in one year are not guaranteed continuous assignment in subsequent years.

ARTICLE XVII

UNION SECURITY

- A. Upon the request of the High Bridge Teachers Association, the Board shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit but who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Association.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.

- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association in a similar manner to which it remits regular dues, fees and assessments of members of the Association.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.4(2)(c) and (3) (L.1979 c. 477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.
- G. This Article shall become effective as soon as practicable after the signing of this Agreement.

ARTICLE XVIII

RETIREMENT LEAVE

- A. Any teacher who has been employed by the High Bridge School District for twenty (20) or more years, who submits to the Superintendent a written statement of intention to retire, shall be eligible for a special retirement allowance. Said written notice of intention to retire must be provided to the Superintendent at least

two (2) months before the final budget submission date for the budget involving the year of retirement.

- B. The retirement allowance shall be computed at the rate of one (1) day's pay for every three (3) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement, to a maximum of fifty (50) days' pay, not to exceed a maximum payout of \$18,000.
- C. The rate of compensation under paragraph "B", above, shall be the daily rate of pay which the teacher earned during his or her final school year.

DURATION OF AGREEMENT

- A. This Agreement shall become effective as of July 1, 2002. Both parties agree that all articles of this Agreement have been agreed upon for three (3) years.
- B. In witness whereof the Association has caused this Agreement to be signed by its Co-Presidents and Secretary, and the Board of Education has caused it to be signed by its President, attested to by its Secretary, and to have its corporate seal placed hereon.

HIGH BRIDGE TEACHERS' ASSOCIATION

HIGH BRIDGE BOARD OF EDUCATION

By: _____
President

By: _____
Thomas Flynn
President

By: _____
Co-President

By: _____
Secretary

By: _____
Anthony Juskiewicz
Secretary

Signed this _____ day of _____, 2003 .