

AGREEMENT

between

HIGH POINT REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

and

HIGH POINT EDUCATION ASSOCIATION

JULY 1, 2003 through JUNE 30, 2006

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. Supplemental Instructor
8. Social Worker
9. School Psychologist
10. Reading Specialists
11. Student Assistance Counselor
12. Secretarial Staff
13. Custodial/Maintenance Staff
14. Athletic Trainer
15. Technology Information and Distribution Specialist

but excluding:

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

16. Maintenance Supervisor
17. Groundskeeper/Asst. Maintenance
18. Night Supervisor/Custodian
19. Director of Food Services
20. Cafeteria Workers

- B. Unless otherwise indicated, the term teachers, secretaries, and custodians, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as defined above.
- C. All contracted personnel who are employed thirty (30) hours or more per week shall be considered full time.

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.

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 at least five (5) days prior to the hearings.

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) school 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) school days of receipt of the written complaint.

3. If no decision is rendered by the appropriate administrator within five (5) school 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) school 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) school 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) school 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) school 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) school 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. Adverse evaluation of professional performance shall not be considered a reprimand.

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. 1330 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. 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's suppliers at the price paid by the Board if other bid stipulations are met, and subject to approval of the superintendent.
- E. Representatives designated in writing by the Association shall have the privilege to use the inter-school mail facilities and school mail boxes insofar as the normal operation of the school is not affected.
- F. The Board shall grant short term leave with pay to the president of the Association or his designee for Association business during his term in office with 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 official agenda and minutes of public Board meetings will be given to the president of the Association.
- 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 ten (10) month employees shall not exceed 184 days, of which four (4) days shall be scheduled as in-service workshop, orientation, or professional development. 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. No teacher employed with the school district shall be required to report before September 1. Orientation programs for new teachers can be scheduled prior to September 1.

ARTICLE VII

TEACHING LOAD

- 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 (sub service) and department supervisor.
- B. During the life of this contract the student council advisor will have no duty period assignment.
- C.1. Teachers shall report to work at 7:45 A.M. Teachers will be available as needed to provide after-school help, except that no teacher shall leave earlier than 2:47 P.M. Effective September 1, 2004, teachers shall report to work at 7:30 A.M. and shall leave no earlier than 2:40 P.M. (Each period will have two minutes added effective September 1, 2004.)
- C.2. The standard schedule under a nine period day for classroom teachers shall be five (5) instructional periods, one (1) supervisory period, one (1) lunch period and two (2) preparation periods. If the Board desires a teacher to work a sixth instruction period, a teacher who volunteers will be assigned to a sixth teaching period and not be assigned a duty period for any day in which a sixth period is taught. If no volunteers come forth for the sixth teaching period, the administration has the right to assign teachers to work for a sixth teaching period. Teachers who are involuntarily assigned to a sixth teaching period, will have a supervisory period and be paid at the rate of \$5,000 pensionable dollars.

SECRETARIAL WORK HOURS

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. Typically, 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. (Superintendent's or designee's prerogative.)
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 the new school year, which is Teacher Orientation Day. 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 coffee break in the morning.
5. All secretaries shall receive one (1) hour for lunch on any days that the cafeteria does not serve lunch.

C. Vacation

1. Vacation may be taken from July 1 through June 30 with the approval of the Superintendent.

No vacation will be permitted during the full week prior to the opening of school.

Vacation shall be earned as follows:

After one full year of service	10 working days
After five full years of service	15 working days
After ten full years of service	one (1) additional vacation day for each additional year of service; the total not to exceed twenty-five (25) working days.

If an employee is hired between the period of July 1 and September 1, the above policy will be in effect. All others hired after September 1 will receive a pro-rated vacation.

D. Holidays

1. Secretaries shall be entitled to the following paid holidays for the 2003-04, 2004-05, 2005-06 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.

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 open for students on any of the holidays listed in D-1, secretaries shall work and receive the equivalent of straight compensatory time. Such time shall be mutually scheduled between secretaries and the Superintendent of Schools.

If school is not open for students on a holiday listed in paragraph D-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.

CUSTODIAL WORK HOURS

A. Daily 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. Overtime shall be at the rate of time and one half on week days and Saturdays. Double time rate shall be given for working on Sundays and holidays
3. When an employee 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.
4. The Building and Grounds Supervisor will maintain a substitute list for use in cases of long term illness.

B. Vacation

1. Vacation may be taken from July 1 through June 30 with the approval of the Building and Grounds Supervisor. Vacation shall be earned as follows:

After one full year of service	10 working days
After five full years service	15 working days
After ten full years service	1 additional day
	for each additional year of service; the total not to exceed twenty five working days.

If an employee is hired between the period of July 1 and September 1, the above policy will be in effect. All others hired after September 1 will receive a pro-rated vacation.

C. Holidays

1. Custodians shall be entitled to the following paid holidays for the 2003-04, 2004-05, 2005-06 school years:

July 4
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day

New Years Day
President's Day
Good Friday
Memorial Day

Two additional holidays are to be taken during either 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. teachers convention, winter break, etc.

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 \$400 uniform allowance and one waterproof jacket (value not greater than \$150.00) one time for duration of three years (July 1, 2003 through June 30, 2006).
 2. All custodians who have a Basic Boiler License are eligible for an annual reimbursement at the rate of \$375 for the duration of this agreement. Reimbursement 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 the following shift differential:

2003-04

\$650

2004-05	\$675
2005-06	\$700

4. Boiler Cleaning Compensation:

The stipend for the summer boiler cleaning shall be \$150 plus one (1) day off.

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. The Superintendent can offer a prospective employee two (2) years over his regular place on the guide if necessary. Anything over two (2) years 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 employee's department.
- C.
 - 1. The High Point Regional Board of Education, in accordance with Title I8A: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.
 - 3. A supervisor or principal shall not forward any recommendation to withhold a teacher's increment through the superintendent to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than May 15 of the preceding school year in which such action would take effect, the principal has given to the teacher written notice of the alleged causes for the recommendations specifying the nature thereof with such particulars as to furnish the teacher with an opportunity to correct and overcome the same.
- 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. The 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.

- 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.

ARTICLE IX

SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A-1" for 2003-2004, Schedule "A-2" for 2004-2005, and Schedule "A-3" for 2005-2006, which are attached hereto and made a part hereof. The salaries of all secretaries covered by this Agreement are set forth in Schedule "A-4" for 2003-2004, Schedule "A-5" for 2004-2005, and Schedule "A-6" for 2005-2006, which are attached hereto and made a part hereof. The salaries of all custodial/maintenance covered by this Agreement are set forth in Schedule "A-7" for 2003-2004, Schedule "A-8" for 2004-2005, and Schedule "A-9" for 2005-2006, which are attached hereto and made a part hereof.

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

2. The salary guide for extra-compensation positions are set forth in Schedule "B-1" for 2003-2004, Schedule "B-2" for 2004-2005 and Schedule "B-3" for 2005-2006, which are 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 coaches guide for every two years of assistant coaching experience. Years of service as an assistant coach shall count towards longevity.

3. When a pay day 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.

- B. 1. Teachers employed on an eleven (11) or twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. Eleven (11) month personnel shall be compensated at the additional rate of ten (10%) percent; twelve (12) month personnel shall be compensated at an additional rate of twenty (20%) percent.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi monthly installments.
3. 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.
4. 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.

5. Teachers shall receive their final checks on the last working day in June, provided said employees have fulfilled all professional responsibilities.
6. 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 after receiving recommendations from departmental supervisors.
7. If a teacher is compensated on a per diem rate, payment shall be One Hundred Forty Five Dollars (\$145.) per day for the duration of the agreement.
8. Longevity shall be paid as follows after completion of the below listed years of service within the High Point Regional School District:

12 Years	\$800 per year
17 Years	\$800 per year
21 Years	\$800 per year
25 Years	\$900 per year

Longevity for 25 years of service shall only be for service in High Point.

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.

For all staff members covered by this Agreement who were employed on or after September 1, 2000, longevity shall be paid as follows after completion of the listed years of service with the High Point Regional School District:

12 Years	\$400 per year
17 Years	\$600 per year
21 Years	\$1,000 per year
25 Years	\$1,200 per year

9. 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. Any qualified applicant who is employed as a teaching staff member in the High Point District shall be appointed to the position. Other employees who already hold positions and are receiving longevity are Grandfathered.

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

Extra Curricular Salary Longevity Categories

	A	B	C
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, Jazz Ensemble, Literary Magazine, Music Director, Band Front, 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.

Category B: Head Tennis, Head Cross Country, Head Bowling, Head Golf, Weight Training, Head Skiing, Head Winter Track, Head Fall/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 Swimming, Head Track, Asst. Football, Asst. Basketball, Asst. Wrestling, Student Council

Beginning with the 1997-98 school year, the following extra curricular activities will not be eligible for longevity: Public Relations, Detention and Intra-Mural. However, any certified teaching staff member who received longevity for the 1996-97 school year will be grand-fathered and will continue to be eligible for Category A longevity.

10. The following positions receiving ratios are grand-fathered as of July 1, 1988: one guidance counselor (L.S.) one (1) reading specialist (R.D.). The individuals enjoying said ratio shall continue to receive it; however, upon their separation from the district, the ratio for that position shall cease.
All ratios for unit positions, except as provided for above, shall be abolished effective July 1, 1988.
11. Newly hired employees shall be given prior service credit (and hence guide placement) up to the maximum of their actual experience. The Superintendent can offer a prospective employee two (2) years over his regular place on the guide if necessary. Anything over two (2) years 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 employee's department. The Board shall have complete discretion in terms of granting credit for an employee's previous private and parochial school experience.

12. 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 in the district. 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. 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.
13. Home tutoring shall be compensated at the rate of thirty-two (\$32.00)dollars per hour.
14. Mileage will be paid at the Internal Revenue Service rate.

ARTICLE X

TEACHER RECORDS

- A. A teacher shall have the right, upon request, to review the contents of his 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. Teachers 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 XI

TEACHER 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 teachers.
 3. A serviceable desk, chair and filing accommodations for the exclusive use of each teacher;
 4. Well lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest room;
 5. A separate, private dining area for the use of the teacher;
 6. Suitable closet space for each teacher 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 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 XII

SICK LEAVE

- A.
 - 1. All teachers employed on a full-time basis by the Board of Education shall be entitled to twelve (12) sick leave days each school year 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 secretaries and custodians employed on a full-time basis by the Board of Education shall be entitled to fourteen (14) sick leave days each school year 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 30th of each school year.
- C. Employees shall be entitled to 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.
 - a) Compensation at the time of retirement for accumulated sick leave of teachers shall be at the rate of \$80.00 per day to a maximum of one hundred seventy-five (175) days.
 - b) Compensation at the time of retirement for custodians and secretaries shall be at the rate of \$55 per day to a maximum of one hundred seventy five (175) days.
 - 4. Employees have the option of getting sick time buy-out at the time of retirement or on January 15 of the following year.

ARTICLE XIII

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.

Personal leave may be granted for the following reasons:

- (1) 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.)
- (2) 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.
- (3) Court Subpoena.
- (4) Personal business which cannot be handled outside of school hours.
- (5) Two personal days may be granted without explanation.
- (6) No personal days will be granted the day before or after a scheduled vacation for the purpose of extending a vacation.
- (7) 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

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.

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

- B. Time necessary for persons called into temporary active duty of any unit of United States Reserve or State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government, provided such obligations cannot be fulfilled on days when school is not in a session.

ARTICLE XIV

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) The employee shall notify the administration as soon as pregnancy is determined. This notification 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.
- (c) At least four months before the termination date, an application for maternity leave must be filed with the superintendent.

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

Such leave of absence shall be for a period not to exceed two (2) full calendar years beyond the date of which such leave becomes effective. 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 but in no case with less than thirty (30) days notice to the superintendent. 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. 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 XXI-E)

ARTICLE XV

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. Requests for all sabbatical leaves must be received by the Superintendent in writing no later than February 15th of the preceding school year.
 3. A teacher on sabbatical leave for one (1) year having seven (7) or more consecutive years of service will receive fifty (50%) percent of the salary rate which he would have received if he remained on active duty.
 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 he would have achieved had he remained actively employed in the system during the period of his absence. Recipient must return for two (2) years or reimburse the Board.
- B. The accumulation for years of service to be applied to the sabbatical leave shall begin with the 1966-67 school year. No prior years of service, by any teacher of the High Point Regional High School District, shall be counted toward sabbatical eligibility.
- C. Teachers who have been granted a sabbatical shall be eligible for a sabbatical leave thereafter with each additional seven (7) years of service.

ARTICLE XVI

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 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 XVII

CHAPERONS

- 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 chaperon two (2) athletic or social events per school year. Teachers who have 25 or more years at High Point will chaperon one (1) event. Guidance Counselors shall attend 5 evening departmental events, plus graduation and Back to School Night, as directed by the Coordinator/Director of Guidance. They will be excused from regular chaperoning duties, but will be eligible for assignment to chaperoning duties at the assigned \$10 hourly rate of compensation.
 2. 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.
 3. 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.
 4.
 - (a) It is a faculty member's responsibility to be on time for his assignment, follow the guidelines established for the activity, and remain in attendance until the activity is officially terminated.
 - (b) In case of teacher absence, adjustments in assignments will be made by the principal.
 5. After each faculty member has volunteered and been assigned his chaperoning responsibilities for the school year, the building principal may appoint additional faculty chaperons and compensate them at the rate of \$10.00 dollars per hour for the assigned duty.
 6. The calendar of events for which chaperoning assignments are needed will be determined by the administration.

ARTICLE XVIII

DEDUCTION FROM SALARY

A. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association by the 15th 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 _____
SCHOOL BUILDING _____

SOC. SEC. NO. _____
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, state and/or 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. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.
- D. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account by the Board of Education and the interest paid to the association treasury on the final pay day in June.

ARTICLE XIX

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.
- F. The Board and the Association shall exchange the following salary information during negotiations:
 - 1. Employee's step on guide
 - 2. Contractual salary including extra-curricular salaries
 - 3. Ratio status

ARTICLE XX

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 in accordance with law and Evaluation of Staff Procedures developed and adopted in May 2002.

ARTICLE XXI

INSURANCE

- A. The Board of Education shall provide a hospitalization plan for full time employees on a single coverage basis. Contracted employees who work 30 hours per week or more are eligible for medical benefits. Staff employed by the Board prior to the execution of this agreement who work less than 30 hours per week will continue to receive benefits under their present coverage.

The Board shall also provide one hundred (100%) percent for the Blue Select plan. Employees may select the HMO Blue option for a hospitalization plan.

All employees hired after January 1, 2004, will be entitled to HMO Blue option only for their hospitalization plan for the first three years of employment, including dependent coverage.

The employee has the option to choose the Blue Select plan, in which case the employee must pay the premium difference. This will be performed through a payroll deduction.

- 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.
- C. The Board of Education shall pay one hundred (100%) percent of the premium for the existing dental insurance plan.
- 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 prescription drugs when purchased at a pharmacy and a ten (\$10.00) co-pay for generic prescription drugs when purchased at a pharmacy. Employees may utilize the mail order option, which provides a three month supply of a brand name drug through the mail for a \$20 co-pay, or a three month supply of a generic drug through the mail for a \$10 co-pay.
- E. 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.
- F. The maximum amount claimable under the major medical coverage shall be increased to an unlimited amount.
- G. The insurance carrier may require a staff member to obtain a second medical opinion prior to surgery.

ARTICLE XXII-A

GRADUATE CREDIT REIMBURSEMENT FOR TEACHERS

- A. 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.
- B. Reimbursement will be made only for teachers who earn a grade of "C" or better for the graduate course.
- C. 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.
- D. 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).
- E. Graduate credits for reimbursement shall be calculated from September 1 to August 31 of each school year.
- F. All approved graduate courses must be associated with an accredited college or university.
- G. A maximum of three (3) district in-service credits can be used per year toward accumulated graduate credit on the salary guide.

ARTICLE XXII B

TUITION REIMBURSEMENT FOR SECRETARIES

1. A secretary may take a course at the Jersey City State University undergraduate rate if it applies to her job, if both sides mutually agree to it, with a letter of intent from the secretary explaining its application to her job.
2. No individual shall receive more than reimbursement for nine (9) credits at the Sussex County Community College rate from July 1 to June 30.
3. Reimbursement will be made only for secretaries who earn a grade of "C" 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.

ARTICLE XXIII

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 XVIII.

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 XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006.

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 ____ day of _____ 2003.

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

Secretary

President

ATTEST: HIGH POINT EDUCATION ASSOCIATION

Secretary

President