

AGREEMENT

Between

THE EAST AMWELL TOWNSHIP BOARD OF EDUCATION

and the

EAST AMWELL PRINCIPALS AND SUPERVISORS ASSOCIATION

Covering the period

JULY 1, 2008 to JUNE 30, 2011

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PREAMBLE

This Contract entered into this 1st day of July 2008 by and between The East Amwell Township Board of Education, New Jersey, hereinafter called the "Board" and the East Amwell Principals and Supervisors Association, hereinafter called "Association".

Whereas, the Board and the Association have an obligation, pursuant to Chapter 123, Public Law 1974 to negotiate with respect to the terms and conditions of employment which they desire to confirm in this Contract, be it

Resolved, in consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations governing terms and conditions of employment for all contracted, certified, and non certified principals and supervisors employed by the Board, including, principal, building and grounds supervisor and curriculum coordinator employed by the Board, but excluding superintendent, board secretary/business administrator and any managerial employees.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Commencement Procedure

The parties agree to commence negotiations for a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of principals and supervisors employment.

B. Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to recommend proposals, consider proposals and recommend counter proposals in the course of negotiations. The Board's negotiating team's authority is limited to reaching a "tentative" agreement, which must be approved by the Board or it will be considered void.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a principal or supervisor or a group thereof which is based upon the interpretations, application, or an alleged violation of the terms of this agreement, Board policy, and administrative decisions which address terms and conditions of employment. It does not extend to educational policy or non-terms and conditions of employment.

2. Aggrieved Person

An “aggrieved person” is the person or persons making the claim.

3. Party in Interest

A “party in interest” is the person or person making the claim, who might be required to take actions or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, solutions to grievances affecting principals or supervisors.

C. Procedures

1.
 - a. The principal or supervisor or group thereof shall cite the specific clause of this contract which he feels is being violated and suggest specifically what he feels is a satisfactory solution to the problem.
 - b. Failure at any step of this procedure to communicate the decision on a grievance within specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - c. It is understood that a grievance shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
 - d. It is understood that a principal or supervisor who is considering initiating a grievance will first discuss the matter with his immediate superior, as long as the immediate supervisor is not represented by the bargaining unit, with the objective of resolving the matter and thus eliminating the need to initiate this grievance procedure.
 - e. Grievances pertaining to non-renewal of non-tenurable employees may not proceed to Level Four.

2. Time Limit

a. A grievance to be considered must be initiated, within thirty school days of its occurrence, at Level I and be signed by all parties in interest at Level 2 of this procedure.

b. 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.

3. Year End Grievances

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

4. Level One - Informal Presentation of Grievance to Superintendent

A principal or supervisor with a grievance shall first present the grievance to the Superintendent with the objective of resolving the matter informally.

5. Level Two - Formal Presentation of Grievance to the Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been granted within ten (10) school days of the presentation of the grievance, he may file his grievance in writing with the Superintendent within fifteen (15) school days of the presentation. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate her decision in writing to the employee and a copy shall be delivered to the Board.

6. Level Three - Submitted to the Board of Education

If the aggrieved person is not satisfied with the resolution of the grievance, or no decision was rendered at Level Two, he may within fifteen (15) school days after the grievance was received by the Superintendent, submit the grievance in writing to the Board of Education. The Board shall render a decision in writing within ten (10) school days after the next regularly scheduled voting Board meeting following the date of submission of the grievance to Level Three.

7. Level Four

a. It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article III that may arise between them.

b. In the event the aggrieved person is dissatisfied with the determination of the Board, he/she may, with prior written approval of the Association, request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within five (5) school days from receipt of the Board's determination at Level Three. If the Board's determination is transmitted by ordinary mail, service shall be deemed complete three (3) calendar days upon mailing of ordinary mail.

c. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the

parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

d. The arbitrator so selected shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board.

e. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.

f. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with a managerial prerogative which shall not be subject of any arbitration proceeding.

g. The arbitrator has no authority, express or implied, to add or subtract from the language of the parties' Agreement and his decision must be based solely on the content of this Agreement as written and agreed upon.

h. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.

i. All charges made by the arbitrator shall be shared equally between the Board and the Association. All other costs related to arbitration, such as payment for legal services, shall be paid for by the respective parties.

D. Rights of Principals and Supervisors to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his option, by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration or Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedures by reason of such participation.

E. Miscellaneous

1. Written Decisions

All decisions above Level One shall be in writing. The complete file of decisions and appeals shall be transmitted to next level.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, and their designated or selected representatives, heretofore referred to in this Article. One Association representative shall be allowed to be present at all grievance hearings unless the aggrieved person objects to the representative's presence.

ARTICLE IV

PRINCIPAL AND SUPERVISOR EMPLOYEE RIGHTS

A. Required Meetings or Hearings

Whenever any principal or supervisor is required to appear before the Superintendent, the Board, or any committee concerning notification to terminate employment or withhold an increment, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

B. Just Cause Provision

No Principal or Supervisor shall be reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to a maximum of Level Three of the Grievance Procedure herein set forth. This in no way precludes the right of the principal or supervisor to pursue the matter through the courts.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available public information concerning the financial resources of the district, including but not limited to: agenda, minutes of all Board meetings.

B. Use of Equipment

The Association shall have the right to use school facilities and equipment for Association business including typewriters, mimeographing machines, or other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not in use.

C. Released Time for Meetings

Whenever any member of the Association participates during working hours in negotiations, grievance proceedings, or other meetings, he shall suffer no loss in pay provided said meetings are mutually scheduled by the Board and Association.

ARTICLE VI

PRINCIPAL AND SUPERVISOR HOURS AND RESPONSIBILITIES

A. Principals and Supervisors shall devote the time necessary to complete their position responsibilities as covered in their job descriptions and/or assigned by the Superintendent. It is understood that this may include night meetings and other work beyond the normal school day. Such meetings and assignments shall be kept to a reasonable number by the Superintendent. The Board recognizes that the employees incur additional personal expenses from such meetings and will provide an annual stipend to cover these expenses. (See Schedule B)

B. Employees may request additional travel reimbursement at the IRS rate for required travel or assignments beyond the regular requirements for the position, with the approval of the Superintendent.

C. Principals and Supervisors shall be required to stay beyond the regular school day for faculty, administrative, and other professional meetings, including a reasonable number of evening meetings. Principals and Supervisors shall be allowed a flexible schedule of hours, subject to the superintendent's approval, for such meetings as long as the required school, staff and student supervision is provided. If an employee is required to work on a holiday as listed in Article XX an alternate day may be taken with the approval of the Superintendent.

D. For purposes of establishing the pro-rata daily salary, the work year for a 12 month employee shall be considered to be 260 days, the work year for an 11 month employee shall be considered to be 238 days, and the work year for a 10 month employee shall be considered to be 185 days.

ARTICLE VII

EMPLOYMENT

A. Placement on the salary schedule

Each principal and supervisor shall be placed within the salary schedule for his/her position as of the beginning of each fiscal year, July 1. Any principal or supervisor employed in the system prior to February 1 (first) of any school year shall be given percent salary increase in accordance with Schedule A - Position Increases.

B. Notification

1. Certified employees shall be notified of their contract and salary status for the ensuing year no later than May 15 providing all negotiations are complete by May 1 (first). Certified Principals and Supervisors shall return their contracts prior to the June Board meeting.
2. All non-certified employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

ARTICLE VIII

SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in the attached Schedule A and is effective through June 30, 2011.

ARTICLE IX

PRINCIPAL AND SUPERVISOR EVALUATION

A. General Procedure

1. Open Evaluation

All monitoring or observations of the performance of a principal or supervisor shall be conducted openly and with the full knowledge of the principal or supervisor.

2. Reports

The evaluator shall prepare an evaluation report. The Board recognizes the importance of timely discussions of evaluations. Evaluation reports shall be presented to each principal and supervisor in accordance with the procedure outlined in N.J.A.C 6:13 -4.1 and N.J.A.C 6:3-4.3.

ARTICLE X

PERSONNEL RECORDS

A. File

A principal or supervisor shall have the right upon request to personally examine the contents of his personnel file in its entirety during school office hours. The Superintendent shall be present and a representative of the Association may be present during such reviews. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. No separate personnel file which is not available for the individual's inspection shall be established.

B. Derogatory Material

No material derogatory to a principal's or supervisor's service, character, or personality shall be placed in his personnel file unless the individual has had the opportunity to review the material. The principal or supervisor shall acknowledge that he had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The principal or supervisor shall have the right to submit a written answer to such material within twenty (20) calendar days of receipt of the derogatory material and his answer shall be reviewed and signed by the Superintendent and attached to the file copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall have the right to respond to any replies or rebuttals by the Principal or Supervisor, in accordance with all rules stipulated in this paragraph.

ARTICLE XI

PROCEDURE FOR COMPLAINTS REGARDING PRINCIPALS AND SUPERVISORS

A. Procedural Requirements

Any complaints regarding a principal or supervisor made to the Administration by any parent, student, teacher, or other person shall be processed in compliance with Board Policy.

B. Procedure

1. A parent, student, teacher, or other person should first meet with the principal or supervisor to apprise the principal or supervisor of the full nature of the complaint and they shall attempt to resolve the matter informally.
2. The principal or supervisor will inform the Superintendent of the problem, or in the case of the problem being brought to the Superintendent's attention first, he will inform the principal or supervisor involved.
3. Any unresolved complaint, at the request of the principal or supervisor or the complainant shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned.
4. It is understood that all information and discussion shall be kept confidential by the Board and Association.

ARTICLE XII

SICK LEAVE

A. Accumulative

All principals and supervisors employed on a ten (10) month basis shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty that day. Eleven month employees shall be entitled to eleven (11) sick leave days annually and twelve (12) month employees shall be entitled to twelve (12) sick leave days annually. Unused sick days shall be accumulated from year to year with no maximum limit.

B. Critical Illness

A PSA member shall be entitled to use a maximum of five (5) accumulative sick days during the school year, in the event of a critical illness in their immediate family, subject to the following conditions:

1. Critical illness is defined as:
 - a. One which requires hospitalization of the family member or
 - b. One which the attending physician states in writing that personal home care is required.

C. Nonaccumulative

Nonaccumulative additional days of sick leave benefits may be allowed to principals and supervisors upon recommendation of the Superintendent and approval of the Board. Nonaccumulative sick days will be granted only after the use of all accumulated sick days. Such days shall be paid in accordance with 18A:30-6. according to the following conditions:

C. Removal from Duties

The Board may remove any principal or supervisor from his/her duties if such employee fails to produce a physician's certificate which states that he is medically able to continue working. This shall in no way prevent an employee from using accumulated sick leave or taking advantage of any other benefits provided for in law.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

1. Personal

Three (3) days leave of absence for personal, legal, business, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least five (5) days before taking such leave (except for emergencies). The superintendent's approval shall not be unreasonably withheld. The applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. It is understood that such personal leave excludes vacations, household and other routine matters which could otherwise be equally satisfactorily performed on days when school is not in session.

Personal leave shall be granted before or after a school vacation or holiday only in extenuating circumstances with reasons given to the Superintendent prior to taking the leave. The Superintendent shall exercise his/her discretion in determining whether such leave is to be granted. The Superintendent's approval shall not be unreasonably withheld.

Association members shall be permitted to redeem their unused personal days at the end of the school year. Payment shall be based on the rate for substitute teachers in effect during the school year in question.

2. Death

Up to five (5) days, in the event of death of an employee's spouse/domestic partner as defined in New Jersey law, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, or grandparent and three (3) days, in the event of the death of an aunt, uncle, cousin, brother-in-law, sister-in-law or any other member of the household. Such leave shall commence within five days of the occurrence of the death, except in cases of extenuating circumstances and with the approval of the superintendent.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE FOR PRINCIPALS AND SUPERVISORS

Nothing in this article shall be construed as obligating the Board to grant leaves of absence to nontenured certified employees when such leave is not otherwise provided in State Law.

A. Maternity/Paternity

1. Natural Birth

The Board shall grant maternity/paternity leave not to exceed two (2) years without pay, to any principal or supervisor upon his/her request subject to the following stipulations and limitations:

a. Any principal or supervisor seeking such leave shall apply in writing to the Board at least 90 school days prior to the beginning of leave, unless medical circumstances prohibit such notice. At the time of application, the principal or supervisor shall specify in writing the date on which he/she wishes to commence leave and the date on which he/she wishes to return to work.

b. If, after requesting maternity/paternity leave for only one school year, a principal or supervisor wishes to extend his/her leave for an additional period not exceeding two (2) years (including his/her original leave), he/she shall notify the Board in writing on or before January 1 of the year preceding the year in which such additional leave is requested and the new date on which he/she wishes to return to work. The Board, upon receipt of such written request, shall grant such leave.

c. The Board shall not be required to grant a maternity/paternity leave for a nontenured certified employee beyond the end of the contract year in which the leave is obtained.

B. Adoptions

Any principal or supervisor adopting a child one year or older shall be granted a child rearing leave not to exceed one (1) year without pay. Any principal or supervisor adopting a child less than one (1) year old, shall be granted child rearing leave not to exceed two (2) years without pay; according to the stipulation of paragraph A 1., a, c, and d of this Article. Principals and Supervisors applying to adopt a child shall notify the Superintendent at the time the adoption is made and shall keep him/her informed of the status of such proceedings.

C. Other Extended Leaves

Other extended leaves of absence without pay or absence beyond the accumulated sick leave time may be granted by the Board. A deduction of 1/185th of the annual salary for each day's absence will be made for ten (10) month employees and 1/260th of the annual salary for twelve (12) month employees. The Board at its discretion may make an exception to this rule.

D. Return from Leave

1. Benefits

All benefits to which a principal or supervisor is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.

2. Advancement

Schedule A percentage increase shall be based upon the date of commencement of the leave of absence. The ten (10) month principal or supervisor will be granted a salary guide step if he works more than one hundred (100) school days. Twelve (12) month principals or supervisors must work one hundred and twenty (120) days. Working less than one hundred (100) school days and one hundred twenty (120) days, respectively, shall result in no advancement on the salary guide.

3. Application for Reinstatement

At least ninety (90) days prior to the expiration of a leave, the employee shall be required to make written application to the Board for reinstatement.

If the employee fails to make a written application for reinstatement at least ninety (90) days prior to the expiration of the leave, the continued employment of any such employee shall be automatically terminated without notice and without any action of the Board.

D. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XV

PRINCIPAL AND SUPERVISOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Conferences, Conventions, Workshops and Courses

The Board shall pay registration fees, courses and transportation expenses for day conferences, conventions, workshops and courses, provided the Superintendent has given prior approval thereof, not to exceed \$1,250 for Principal; \$600 for Building and Grounds Supervisor; \$800 for Curriculum Coordinator. Staff members who receive reimbursement from the Board for registration fees for conferences, conventions, workshops and courses shall make a presentation of the topics covered to appropriate staff members when requested to do so by the Superintendent. A Staff member using their personal vehicle for attending such conferences, etc., shall be reimbursed at the prevailing New Jersey OMB rate per mile. Reimbursement of expenses is subject to prior approval by the Superintendent.

B. Tuition Fees

The Board of Education encourages the certified professional staff to take graduate course of study to keep them current educationally in their field of administration in which they are employed. As an incentive, the Board will pay tuition costs subject to the following conditions:

- a. A receipt of payment for a course along with a description of the course will be submitted to the Superintendent at the time the principal or supervisor signs up for the course.
- b. Upon the Superintendent's approval indicating the taking of this course is related to the principal's or supervisor's area of teaching or responsibilities and that our educational system will benefit from the taking of this course, the receipt will be submitted for Board approval at its next meeting.
- c. One-half (1/2) of the tuition shall be made available upon approval of the course work by the Superintendent. Upon obtaining a grade of "B" or better and submitting proof thereof, the employee will receive the remaining cost of tuition and registration after the next regular Board Meeting.
- d. The Board shall reimburse any certified professional staff member eligible for tuition reimbursement under this paragraph to a maximum of twelve (12) credits per year at the prevailing rate established by the College of New Jersey.
- e. Reimbursement is conditioned upon the principal or supervisor obtaining a grade of "B" or better. In the event an employee does not obtain a grade of "B" or better, the Board shall deduct the amount advanced for the course(s) from the principal's or supervisor's pay in six (6) equal installments.
- f. Noncertified staff members shall not be eligible for tuition reimbursement under this paragraph.
- g. Special Doctoral Program Agreement

The Board shall reimburse certified PSA staff members eligible tuition payments under this paragraph to a maximum of sixty (60) credits payable over an extended consecutive 5-school-year period, at a maximum of 12 credits per year at the prevailing rate established by the College of New Jersey, while employed at East Amwell Township School. Approved vouchers for the current year's payment will be submitted to the Board of Education for approval with the June 30 Bill List. Should certified PSA staff member no longer be employed at East Amwell Township School during this extended 5 school-year period, no further reimbursements will be made. Participants will review his/her work schedule performance relative to study requirements with the Superintendent periodically during the school year. The Superintendent will request that participant(s) reduce his/her study schedule should the Superintendent feel that performance of normal responsibilities is suffering from the dual workload. Each participant agrees to accept such a request from the Superintendent.

C. In-Service Workshops

Association members agree to participate, if required by the superintendent, in workshops, in-service courses and other professional development activities, for all or any group of Board employees, designed to improve the quality of the school district's education programs and services. In-service programs shall be conducted during the school workday if principal or supervisor attendance is required.

ARTICLE XVI

PROFESSIONAL ASSOCIATIONS

The Board shall pay each member's dues for one professional association or organization.

ARTICLE XVII

INSURANCE PROTECTION

A. Health

The Board shall provide the health care insurance offered by the State health Benefits Program (SHBP) or at the discretion of the Board a program providing equivalent protection. The Board shall pay the full premium for each employee desiring this protection, if said employee is entitled by law and in cases where appropriate, for dependent or family plan insurance coverage, including domestic partners as defined under New Jersey's Domestic Partnership Act, N.J.S.A. 26:8A-3. This coverage shall not be provided to employees on extended leaves of absence unless such leave is qualified and approved under the State and Federal Family Medical Leave Act.

1. Provisions of Coverage

The State health Benefits Program offers three (3) basic types of health plans:

- 1.1 NJDIRECT 15--an indemnity or fee-for-service plan
- 1.2 NJDIRECT 10-Preferred Provider Organization (PPO), a point-of-service plan
- 1.3 Health Maintenance Organizations--HMO's, coordinated services thru a primary care physician

In the event of a change of insurance carrier, the Association shall be notified of such change as soon as practicable.

2. Complete Annual Coverage

For each employee who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

B. Description of Plan

The Board shall provide to each employee a description of the health care insurance coverage provided under this ARTICLE.

C. Dental

1. Effective upon execution of this Agreement by both parties, the Board shall provide dental insurance under a UCR fee plan for the individual employee only, in accordance with the Delta Dental Program II as follows:

Preventive and Diagnostic	100%
Remaining Basic Benefits	80% / 20%
Crowns, Inlays and Gold Restorations	50% / 50%
Prosthodontic Benefits`	50% / 50%

- a. The amount payable under the plan to the employee in any calendar quarter is subject to the maximum amount fixed by Delta Dental.
 - b. The employee shall be responsible for payment of the deductible fixed by Delta Dental per calendar year, which deductible is not applicable to preventive and diagnostic benefits.
2. The cost to the Board of the premium for one party single coverage associated with this dental plan during the entire term of this Agreement shall be capped at the monthly rate in effect in the Agreement between the East Amwell Board of Education and the East Amwell Education Association.
 3. Any increase over the capped monthly premium shall be the responsibility of the employee.
 4. An addendum to this paragraph B shall be incorporated into this Agreement when the amounts required to be paid by the Board and the employee are determined.

ARTICLE XVIII

PAYMENT FOR ACCUMULATED SICK LEAVE

Employees shall be entitled to payment for their unused accumulated sick leave days as follows:

1. **ACTUAL AGE CERTIFIED RETIREMENT**--at the applicable substitute per diem rate of pay for each day accumulated and upon actual certified age service retirement pursuant to the Teacher's Pension and Annuity Fund or Public Employee's Retirement System, whichever is applicable. The maximum lump sum payable upon retirement for any employee shall be: (1) \$10,000 for eligible staff who provide notice of their certified age service retirement by March 1 for retirement on June 30 of the same school year; (2) \$4,000 for eligible staff who provide notice of their certified age service retirement after March 1 for retirement on June 30 of the same school year. Eligible staff who provide notice of their certified age service retirement in accordance with these timelines shall receive a minimum lump sum payment of \$2,000. Full payment for eligible accumulated sick leave will be made by September 1 or February 1 of the next school year, at the employee's option; or,
2. **UPON SEPARATION FROM THE DISTRICT**—An administrator who has attained tenure as an administrator, and is not retiring in accordance with either the Teacher's Pension and Annuity Fund or the Public Employee's Retirement system, shall receive payment at a per diem rate of \$40 for a maximum of twenty (20) days or \$800, payable in the final paycheck from the district.

ARTICLE XIX

VACATIONS AND HOLIDAYS

A. Holidays

1. The school calendar listing holidays for pupils shall also apply to ten (10) month employees.

2. Paid holidays for PSA employees are as follows:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- One floating holiday to be determined by employee and approved by superintendent

3. In the event that changes in the listed holidays are required, the association agrees to any other alternative replacement day designated by the Superintendent.

B. Vacation – Eleven (11) and Twelve (12) Month Contracted Employees

Principal and Supervisors on a 12 month contract with less than 10 years service in the district shall receive twenty (20) vacation days per year, with more than 10 years service in district shall receive twenty-two (22) vacation days per year. Principal and Supervisors on an 11 month contract with less than 10 years service in the district shall receive eighteen (18) vacation days per year, with more than 10 years service in district shall receive twenty (20) vacation days per year. Vacation days are to be used in the year they are accrued; however, an employee will be allowed to carry over (10) days to the following year. Any additional carryover days may be approved at the discretion of the Superintendent. Vacation days will be considered available for use as of July 1 of the school year accrued; however, they will be pro-rated for purposes of use or payment if an employee departs the district prior to January 1.

Vacation Schedule:

	<u>12-Month Employee</u>	<u>11-Month Employee</u>
Years 1 - 9	20 days	18 days
Years 10+ Years	22 days	20 days

Vacation days will be pro-rated when employment begins after July 1. Requests for vacation days must be approved by the Superintendent.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Deductions From Salary

1. The Board agrees to deduct from the salaries of the employees dues for the East Amwell Principal and Supervisors Association, New Jersey Principals and Supervisors Association, Public Employees Retirement System, Teachers' Pension and Annuity Fund, The Hunterdon County School Employees Federal Credit Union and such other annuities approved by the Board, as said employees individually and voluntarily authorize the Board to deduct.

2. By September 15th of each school year, upon request of an employee any portion of the employee's salary, as designated, shall be deducted semi-monthly and forwarded to the Hunterdon County School Employees Federal Credit Union in that employee's name. The amount of such deduction may be changed once during the school year.

An employee may request that deductions from the Hunterdon County School Employees Federal Credit Union be terminated by notifying the Board in writing not less than 30 days prior to the pay period after which said principal or supervisor is requesting that such deductions be terminated. Any employee requesting that such deductions be terminated may not apply for reinstatement of these deductions until September 15th of the following school year.

3. The Association shall save the Board harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this ARTICLE except in acts of negligence by the Board.

B. Printing of the Agreement

Copies of this Agreement shall be produced at the expense of the Board. Copies shall be provided to each member of the Association covered under this Agreement within 30 days after the Agreement is signed.

C. Clothing Allowance

1. Building and Grounds Supervisor

The Board shall reimburse employee annually for one pair of safety shoes, one pair of work gloves, five work shirts and five work pants.

Employee shall submit a proof of purchase for said items to the Business Administrator for a total reimbursement not to exceed \$300 per year.

D. Modification

The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Nonwaiver

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

F. Fully Bargained Clause

This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement, neither party shall be required to negotiate with respect to such matters.

G. Savings Clause

If during the term of this contract it is found that a specific clause of this Agreement is illegal, the remainder of the contract shall not be affected by such a ruling but shall remain in force.

ARTICLE XXI

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011 and subject to the Association's right to negotiate over a successor Agreement. This Agreement shall expire on the date indicated, unless it is extended in writing by both parties.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon all on the day and year first written above.

Principal & Supervisors Association:

East Amwell Township Board of Education:

By: _____
PSA President

By: _____
Board President

By: _____
Witness

By: _____
Board Secretary

Date: _____

Date: _____

SCHEDULE A

**SALARY GUIDE
PRINCIPAL & SUPERVISORS ASSOCIATION
2008 - 2011 CONTRACT**

Position:	Term	2008-2009	2009-2010	2010-2011
Principal-	11 month/ 238 days	5.02% increase \$104,500	5.0% increase \$109,725	5.0% increase \$115,211

Curriculum Coordinator	10 Month .85 = 157.25 days	13.8% increase (6.6% + 10 days)	2.3% increase	2.75% increase
Annual	185 days	\$78,930 (MA+30 Step 16)	\$80,730 (MA+30 Step 16)	\$82,950 (MA+30 Step 16)
Pro-rated	.85 FTE	\$67,091	\$68,620	\$70,507

Building & Grounds Supervisor	12 Month/ 260 days	5.23 % Increase	4.97% Increase	4.74 % Increase
Annual		\$ 60,307	\$ 63,307	\$ 66,307

Merit bonuses may be awarded to an employee at the recommendation of the Superintendent of Schools, with the approval of the Board, for meritorious service in the East Amwell Township School District. An award of a merit bonus shall represent a one-time (non-recurring) payment and shall not continue from year to year. Merit bonuses shall be non-pensionable and shall not be added to the employee's base salary. The employee's salary for future years shall not be affected by any award of a merit bonus, but shall be in accordance with the schedule set forth above in this Schedule A.

**SCHEDULE B
REIMBURSEMENT FOR EXPENSES RELATED TO EVENING MEETINGS**

(Payable in two installments: 1/2 on December 30 and 1/2 on June 30 with submission of list of meetings attended or call backs to the school.)

Position	2008-2009	2009-2010	2010-2011
Principal	\$ 950	\$ 950	\$ 950
Curriculum Coordinator	\$ 400	\$ 400	\$ 400
Building & Grounds Supervisor	\$ 350	\$350	\$ 350

