

Pemberton Township Schools

**Pemberton Township
Professional Administrators Association**

And

**Pemberton Township
Board of Education**

Agreement

2008-2009

2009-2010

2010-2011

**Mike Gorman, Ed.D.
Superintendent of Schools**

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MEMORANDUM OF AGREEMENT

The Negotiating Teams from the Pemberton Township Board of Education (“Board”) and the Pemberton Township Professional Administrator’s Association (“PTPAA”), having met and duly negotiated in good faith, have reached tentative agreement on the items outlined in this Memorandum of Agreement for inclusion in successor agreements to the collective bargaining agreement that expires on **June 30, 2011**.

ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 303, P.L. 1968, the Board hereby recognizes the Association as the exclusive and sole bargaining representative for negotiations concerning the terms and conditions of employment for all High School Principals, Middle School Principals, Elementary School Principals, Assistant Principals, Curriculum Supervisors, and Special Education Supervisors (excluding all Central Office Personnel) in the employ of the Board.

ARTICLE II RIGHTS AND OBLIGATIONS

The Board of Education, the Pemberton Township Professional Administrators’ Association and the employees for whom it is the sole collective bargaining representative each agree to observe and abide by the provisions of Chapter 303, Public Law 1968 as amended by Chapter 123, Public Law 1974 and all other applicable statutes relating to their employment and professional rights, duties and obligations.

ARTICLE III CONTRACT COVERAGE

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

**ARTICLE IV
BOARD'S FUNCTION**

Each employee covered by this agreement is a supervisory employee who has been assigned by the Board to supervise a school or area within the parameters of the Certifications such employee has secured from the State of New Jersey where such employee's service can be utilized most efficiently in the educational system. The Board of Education reserves all the usual and customary functions of management with respect to all employees covered here under, except as same shall have been modified by the specific terms and provisions of this agreement.

**ARTICLE V
VACANCIES**

A notice of vacancy for positions within the bargaining unit will be posted for a minimum of ten (10) business days so that administrators who desire to apply may submit a letter of interest and application.

**ARTICLE VI
LIAISON COMMITTEE**

A Liaison Committee shall be established to provide a forum for effective and continuing communication on subjects related to current district practices and membership concerns. Membership shall consist of three members (3) of the Association and the Superintendent/Assistant Superintendent. The committee will establish meeting dates at their first meeting in September at mutually agreed upon dates and times. A tentative agenda shall be provided to the Superintendent at least three (3) days prior to the scheduled meeting.

**ARTICLE VII
SUPERVISORY RESPONSIBILITY**

The employees covered by this agreement are supervisory employees who have the responsibility for the direction and control of the educational system within the areas delegated to them by the Superintendent of Schools within the guidelines established by the Superintendent and the policies laid down by the Board of Education. As a supervisor each such employee is expected and required to devote whatever time and effort may be necessary, to provide the opportunity for the students within his/her jurisdiction to obtain a good quality education

**ARTICLE VIII
MAINTENANCE OF BENEFITS**

All terms and conditions of employment herein enumerated shall continue in effect during the term of this agreement.

**ARTICLE IX
GRIEVANCE AND ARBITRATIONS**

A. DEFINITIONS AND PURPOSE

1. The term "grievance" means a claim by any employee covered by this Agreement that, to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. REPRESENTATION

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
2. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
3. Any employee shall be entitled to the assistance of an Association representative at all steps of the grievance procedure. An employee shall not lose pay for time spent during regular working hours participating in the steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any steps of the grievance procedure, such employees shall not lose pay for such time.
4. 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 and witnesses heretofore referred to in this Article.

C. PROCEDURE AND TIMELINES

1. Level 1

- a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) work days of the occurrence complained of, or within thirty (30) work days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) work day period shall be deemed to constitute an abandonment of the grievance.
- b. An employee shall first discuss his grievance orally with his immediate superior (supervisor or principal). An oral decision shall be rendered within five (5) work days of said hearing.

2. Level 2

- a. If the oral decision does not resolve the grievance to the employee's satisfaction, the employee may submit the grievance in writing to the immediate superior. The written grievance will include the following information:
 - Summary of the grievance
 - Policy, agreement, or administrative decision allegedly misinterpreted or violated
 - The result of the informal discussion (if any)
- b. The immediate supervisor will render a written decision within five work days from the receipt of the written grievance.

3. Level 3

- a. If the written response does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Director of Human Resources within five (5) work days from receipt of the written response.
- b. A copy of the written grievance shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Director of Human Resources shall hold a meeting at which all parties in interest shall have the right to be heard.
- c. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Director of Human Resources shall, in writing, advise the employee and the Association of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

4. Level 4

- a. If the written response from the Director of Human Resources does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) work days from receipt of the written response.
- b. A copy of the written grievance shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.
- d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and the Association of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

5. Level 5

- a. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs J and K, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by the aggrieved employee, within ten (10) work days of the failure of the Superintendent to act, or within ten (10) work days of the determination by him, said employee may appeal to the Board of Education. The appeal must be in writing and be submitted to the Superintendent.
- b. The appeal must include the written grievance, all responses, and a statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. Copies of all documentation shall be furnished to all parties affected, including the Superintendent.
- c. If the grievant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted, or the Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies of these materials shall be provided to the other party who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held no later than the second regularly-scheduled Board work session (unless a different period is mutually agreed upon) from the date the Superintendent receives the written appeal to the Board.

- d. The Board shall make a determination within thirty (30) work days from the hearing or its consideration of the grievance and shall, in writing, notify the employee, the Association, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

6. Level 6

- a. In the event an employee is dissatisfied with the determination of the Board, s/he shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) work days following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration, and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, or, at the option of the Association, through the American Arbitration Association.
- b. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violation of the terms of this agreement. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement.
- c. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.
- d. The following matters shall not be arbitrable:
 - i. The failure or refusal of the Board to renew a contract of a non-tenure employee;
 - ii. Matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
 - iii. Matters where the Board is without authority to act;
 - iv. Matters involving the statutory or discretionary powers of the Board.

D. PROCEDURES – GENERAL

1. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure at Level 3 (Section C, #3, of this Article). The Director of Human Resources shall be advised of the names of all employees involved.
2. Any step(s) of the grievance procedure may be bypassed with mutual agreement of the parties.
3. 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 procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. NO REPRISAL

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
2. No reprisals of any kind shall be taken by the Board, by any member of the Administration, or by any member or representative of the Association, against any party witness or representative in the grievance procedure by reason of such participation.

**ARTICLE X
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Employees covered by this agreement shall be granted one (1) day of paid sick leave per month for each month of contracted service. Any unused sick leave shall be accumulative.
2. Upon retirement from the District as certified by the Division of Pension, the Board will pay the retiring administrator retirement pay **\$120** per day for all unused sick days accumulated in Pemberton Township under this Article.
3. Payment as per #2 above shall be capped of \$15,000 for all new employees hired after July1, 2008.
 - a. For all present employees, their accumulated sick day retirement pay shall be capped following June 30, 2011.

- b. Present employees hired prior to July 1, 2008 and have not reached the \$15,000 cap by June 30, 2008, shall be capped at \$15,000.
- 4. All unused sick leave benefits will be paid to the heirs or survivors of the employee if the employee dies prior to retirement. The employee must have served fifteen (15) years in the district to be eligible for this benefit.

B. DEATH IN FAMILY

In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be father, father-in-law, mother, mother-in-law, son-in-law, spouse, **civil union partners**, child, brother, sister, daughter-in-law, or any member of the immediate household.

C. ILLNESS IN FAMILY

In the event of serious illness in the immediate family, certified to by a duly licensed physician, an allowance up to four (4) days leave shall be granted in each school year.

D. PERSONAL LEAVE

Each employee shall be granted four (4) days personal leave with pay during each school year. This personal leave shall be non-cumulative. Personal leave is provided to enable the employee to take care of personal business, which cannot be accomplished outside of his/her workday. Personal leave is not to be used for purposes of pleasure, recreation, housework, resting, extended vacation, family birthdays, or the like. Each personal leave request must be made directly to the Superintendent two (2) days prior to the desired time off and is subject to the Superintendent's approval, which approval shall not be unreasonable withheld.

All personal days, which have not been taken during the school year, shall be added to the Administrator's accumulated sick leave in the following year.

**ARTICLE XI
VACATION**

All twelve (12) month employees covered by this agreement who have been continuously employed by the Board for a full year shall be entitled to twenty-two (22) vacation working days with pay.

Such vacation shall be taken between JULY 1 and AUGUST 15 of each year with the exception of five (5) vacation days, which may be used between OCTOBER 15TH and MAY 15TH with the Superintendent's approval. Vacation days cannot be used in conjunction with personal days or other school holidays.

The Board will make every effort to make paychecks available prior to the Vacation period.

Twelve month employees who have been employed for less than one full year shall be entitled to a prorated vacation calculated on the basis of the number of months prior to July 1.

ARTICLE XII HOLIDAYS

The employees covered by this agreement shall be entitled to all legal holidays, including the Christmas and Easter holidays when the schools are closed. During any such holiday, the employees are responsible for their administrative area or building. While it is anticipated that they will not report for duty, their attendance at school may be required under unusual or emergent circumstances.

ARTICLE XIII COMPLAINT PROCEDURE

Every complaint regarding an employee covered by this agreement shall be reduced to writing. One copy of such notice shall be promptly sent to the employee affected. Another copy shall be placed in the employee's personnel file. The employee affected shall have the right to rebut any such complaint by a written response which shall also be placed in said employee's personnel file. Should any such complaints result in a formal hearing, such employee shall have the right to be represented at such hearing by a representative of the Association as well as his/her personal attorney should he/she elect to employ one.

ARTICLE XIV REIMBURSEMENT

1. The Board shall reimburse employees for damage to clothing or other personal property (not otherwise covered by insurance) in excess of \$25.00 based on depreciated value, sustained by the employee as the result of an unprovoked assault while the employee is acting under the scope of his employment.
2. The Board shall pay the Administrator a travel allowance at the approved State Regulations rate for travel outside the district in the performance of his/her job responsibilities. The Administrator shall be paid the sum of \$350.00 per year, to be requested in June of each year, for travel within the school district.
3. The Board shall pay the supervisor a travel allowance at the approved State Regulations rate for travel inside and outside the district in the performance

his/her job responsibilities.

ARTICLE XV PROFESSIONAL ASSOCIATIONS

During the term of this agreement the Board of Education will pay an employee's annual dues in one State of New Jersey professional association and also in one National Professional association upon written request of the employee to the Superintendent and with prior written request of the employee to the Superintendent.

Administrators in Elementary School will be permitted to select from among associations dealing with Elementary and Middle Schools. Administrators in the High School will be permitted to select from among associations dealing with Secondary Schools. The Board will not pay for any portion of membership in the New Jersey Association of School Administrators.

Administrators who do not elect to take a membership as listed will not receive any money in lieu of membership. The Board agrees to deduct from the salaries of the administrator's dues for any one or a combination of association as such employees individually and voluntarily authorized, in compliance with Chapter 233, P.L. 1969.

ARTICLE XVI ATTENDANCE AT PROFESSIONAL FUNCTIONS

The need is recognized for administrators to attend and participate in conferences of professional associations relating to subjects, which are relevant to their areas of responsibility. Request for leave to attend such conferences shall be submitted in writing to the Superintendent of Schools. He/she may, in the exercise of his/her discretion, grant leave to attend any such session. If leave is granted, it shall be without loss of pay. Each school year, four (4) PTPAA members will be given the opportunity to attend a National Conference. The Board will reimburse the Administrators for conference fees, travel, room, and board. Costs will be limited to a maximum of \$1600 per conference. (The Administrators will be selected from a rotating list of members created jointly by the Association and the Board of Education.)

Those administrators who attend national conferences are required to give a report to their peers upon their return to the District.

ARTICLE XVII
SALARY

1. The base salaries as established by the 2007-2008 contract shall be increased by the following percentages.

2008 - 2009 3.9%

2009 – 2010 3.5%

2010 – 2011 3.5%

2. Any principal or supervisor assigned to cover the additional responsibility of managing another school building (this includes a principal assigned to a second school) will receive a stipend of \$60 per day, if there is no assistant principal in the additional school, and \$30 per day if there is an assistant principal in the additional school. This stipend begins on the eleventh consecutive day of service.
3. If and when schools are decided to be realigned by the BOE, issues of extra assignments and compensation for present principals will be discussed prior to implementation. No extra compensation for new hires once realignment is implemented.
4. Principals and supervisors assigned beyond their contractual time (on any of the 65 days that the school district as a whole is not in session, e.g. Evening School Director, Saturday Study Sessions, or Alternative School Assistant Principal or Supervisor to supervise shall be compensated at **\$50.00** per hour.
5. All employee contracts are for twelve (12) months, unless designated otherwise on the Salary Guide.
6. Tuition grant monies will be divided equally among approved participants. The grant monies will total \$20,000 per year for the length of the contract. Each graduate course must be completed with a B or better. Prior approval of the Superintendent will be required using the District approved forms(s). Reimbursement will be made at the Rowan University graduate credit rate.
7. Advancement of the salary guide for accredited graduate courses for all administrators

shall be based on the following breakdown:

MA + 10 -	\$1,300
MA + 20 -	\$1,800
MA + 30 -	\$3,300
MA + 45 -	\$3,800
Ph.D/Ed.D -	\$4,300

8. Any member of the PTPAA that is receiving or will receive a longevity stipend during the length of this contract, will have the said stipend included within their base salary.
9. Any employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of NJSA 18A:66-127, et seq., and the terms of a group contract approved by the Board.

The Board agrees to a twenty-six (26) pay period system.

ARTICLE XVIII INSURANCE PROTECTION

BLUE CROSS AND BLUE SHIELD

- A. All employees shall have 0.25% of their base salary deducted as a contribution to their individual medial insurance premium. All administrators shall be entitled to full family coverage, if needed. In addition the Board shall also provide medical emergency room coverage as well as provide catastrophic coverage under the Major Medical, adult physical examination and well child immunization under age 19. In addition, dependents shall be covered to age 19, except full-time students who shall be covered to age twenty-three (23).
 1. Any employee hired after July 1, 2002, shall at no time be eligible for the Medallion Plan coverage.
 2. Any employee now enrolled in the Medallion Plan who elects to withdraw there from and enroll in any other district offered plan shall be paid by the district a one-time payment of \$600.00. However, once such election is made and payment received, the employee shall not be eligible to be reinstated into the Medallion Plan.
- B. The Board of Education shall provide, at its expense, Blue Cross-Group Health Care Protection – Prescription Program, including birth control. A fixed \$10.00 co-pay for generic, \$15.00 for prescribed brand, \$10.00 if generic is not available, and \$5.00 co-pay for mail order 60-90 day supply for both the individual and family. This is effective 9-1-02.

- C. The Board of Education shall provide at its expense, Blue Cross and Blue Shield Dental Plan for the individual administrator. Family coverage shall be provided by payroll deduction provided threshold enrollment is met. Summary Plan Descriptions are available upon request.
- D. The Board of Education shall provide at its expense a VSP vision care plan for the individual administrator with initial \$10.00 co-pay. Family coverage shall be provided through payroll deduction provided threshold enrollment is met.
- E. Administrators who elect to waive their medical coverage shall be entitled to receive a \$1,000 reimbursement. Payment of money shall be made in two installments on December 15th and June 15th. Employees must waive such coverage for a full year to be eligible for said payment. Employees who have no other comprehensive insurance shall not be permitted to waive coverage. Employees who have initially waived coverage and then need to re-enroll in the district's plan will be covered by the district in the next available enrollment period without lapse in coverage. It will be the employee's obligation to notify the District's Benefits Coordinator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage. Should the employment status of such employee change, there shall be a pro-rata payment upon the time in the plan. Should such separation of employment be due to death, his/her estate shall receive such pro-rata payment.
- F. The insurance carrier will be expected to provide each administrator with an identification card and a description of the healthcare insurance provided under this Article.
- G. An administrator who retires from the Pemberton Township School District with ten (10) or more years of employment in the district as of June 30, 2005 shall be provided with insurance coverage (medical, dental, prescription, and vision) for the individual at no cost to the employee. As of July 1, 2005 this benefit will no longer be offered to any administrator who has not met the above requirement. Such benefit shall commence at age 55, and continue up to 65. He/she may continue family coverage at his/her own expense. (Exception: Dental and Vision). If the employee retires prior to age 55, he/she may be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance program at his/her expense prior to age 55.
- H. The Board agrees to the following: For those administrators who have used up all available accumulated sick days, and request medical or maternity leave of absence without pay, the Board of Education will pay the premium for medical coverage up to a maximum of six months. Additionally, the Board will permit administrators on sick leave or maternity leave who need to extend beyond the six

months to continue to maintain medical coverage as per Paragraph A above by payment to the Board of the monthly premium.

- I. Income Protection Plan: During the term of this agreement the Board will pay fifty (50%) percent of the premium required to provide the UNUM Protection Plan with a 30-day elimination period for all eligible employees.

ARTICLE XIX SABBATICAL LEAVE

- A. A sabbatical leave program will be established to permit Administrators to engage in study in the educational field, subject to the following conditions:
 1. Such leave shall be limited to one (1) person for one (1) school year each, or two (2) persons for one (1) semester each.
 2. Selected personnel who have seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.
 3. The nature and scope of study which the administrator proposes to pursue while on sabbatical leave must be approved by the Superintendent of Schools.
 4. The selection of applicants will be made on the basis of:
 - a. Previous record of applicant in the Pemberton Township Schools;
 - b. Benefit of proposed study to Pemberton Township Public Schools.
 - c. Benefit of applicant relative to his/her field of administration.
 5. Sabbatical leave shall be granted for the period of one (1) school year or a single semester as the case may be, depending upon the operation of Paragraph A above.
 6. An administrator on sabbatical leave may select one of three options for salary and commitment to district. They are: Option A-25% salary with a two (2) year commitment to the district; Option B-50% salary with a three (3) year commitment to the district; Option C-100% salary with a five (5) year commitment to the district. Payment shall be made in regular salary installments.
 7. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following

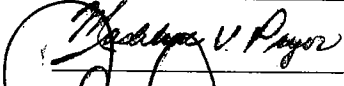
the sabbatical leave for a period of two, three, or five years based upon the option selected above. Failure to comply with this obligation will require repayment of compensation received during the sabbatical leave as follows:

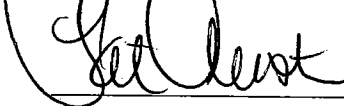
- a. Repayment of total compensation received if a person does not return to the Pemberton Township School System is due and payable on December 1st immediately following completion of the leave.
 - b. Repayment of one-half (1/2) of compensation received, if the person returns for one-half (1/2) of the years based on the option selected above, is due and payable on December 1st, one (1) year after the completion of the sabbatical leave.
- B. Upon return from such leave, an Administrator shall be placed on the salary scale at the level he/she would have achieved had he remained on active duty in the district, with recognition on the salary guide for leave. However, the school district does not guarantee the Administrator the same position earned before taking the sabbatical leave.
- C. Applicants will be notified by the Board on or before April 1st as to the disposition of their applications.


DURATION OF AGREEMENT

The 2005-2008 Agreement is subject to ratification by the respective parties. The Negotiation Teams for the Board and the PTPAA shall affirmatively recommend and vote in favor of ratification. The **2008-2011 Agreement** shall be presented to the Board of Education for ratification on September 25, 2008.


BOARD OF EDUCATION


 /S/ Madeline Pryor
President

 /S/ Patricia Austin
Board Secretary/BA

 /S/ John A. Mazzei
Director of Human Resources

ASSOCIATION

 /S/ Mary Hutchinson
President

 /S/ Margaret Duncan

Dated: 10/6/08