

#### **AGREEMENT**

between

# THE BOARD OF EDUCATION TOWNSHIP OF EAST AMWELL

#### AND THE

#### EAST AMWELL EDUCATION ASSOCIATION

covering the period

July 1, 2020 to June 30, 2023

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#### **PREAMBLE**

This Agreement entered into this 1st day of July, 2020 by and between the Board of Education of East Amwell Township, New Jersey, hereinafter called the "Board" and East Amwell Education Association hereinafter called the "Association".

#### WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the East Amwell Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes, and the maintenance of high morale among the teaching faculty, and

WHEREAS, all references to Federal and State Statutes in this Agreement shall be binding on the Board and the Association, and it is understood that all interpretative language regarding said statutes is included in this Agreement for the purpose of information only, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

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 Agreement, 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 noncertified personnel employed by the Board, including, aides, and custodial employees, employed by the Board, but excluding Superintendent, Principal, Assistant Principal, Team/Basic Skill Curriculum Coordinator and Learning Consultant, Psychologist, Social Worker, all secretaries and any confidential employees.

#### B. Definition of Teacher

Unless otherwise indicated the term "teachers" when used hereinafter in this Agreement, shall refer to all certified personnel.

#### C. Definition of Non-Certified Employees

Unless otherwise indicated, the term "non-certified" when used hereinafter in this Agreement, shall refer to all other unit 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 teachers' and non-certified employees' 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.

#### ARTICLE III GRIEVANCE PROCEDURE

#### A. <u>Definitions</u>

#### 1. Grievance

A grievance is a claim by a teacher or non-certified employee or a group thereof, which is based upon the interpretations, application, or an alleged violation of the terms of this Agreement.

#### 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 persons making the claim, who might be required to take action 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 teachers or non-certified employees.

#### C. Procedures

- 1. a. The aggrieved person shall cite the specific clause of this Agreement which they feel is being violated and suggest specifically what they feel 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 grievant 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 grievant 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 teacher or non-certified employee who is considering initiating a grievance will first discuss the matter with their immediate superior or principal with the objective of resolving the matter and thus eliminating the need to initiate this grievance procedure.

#### 2. Time Limit

- a. A grievance to be considered must be initiated, within thirty (30) school days of its occurrence, at Level One and be signed by all parties in interest at Level Two 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. <u>Level One - Informal Presentation of Grievance to Principal</u>

A teacher or non-certified employee with a grievance shall first present the grievance to the Principal or School Business Administrator according to organization chart, respectively, either directly or through the Liaison Committee of the Association with the objective of resolving the matter informally.

#### 5. <u>Level Two - Formal Presentation of Grievance to the Superintendent</u>

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no decision has been granted within ten (10) school days of the presentation of the grievance, they may file their 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 their decision in writing to the employee and a copy shall be delivered to the Board of Education.

#### 6. <u>Level Three - Submitted to the Board of Education</u>

If the aggrieved person is not satisfied with the resolution of the grievance, or no decision was rendered at Level Two, they may within fifteen (15) school days after the grievance was received by the Superintendent, submit the grievance in writing to the Board. 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. <u>Level Four</u>

- 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, they may, with prior written approval of the Association, request that their 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 the 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 consider only the issues submitted. The arbitrator 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 the arbitrator's 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 the payment for legal services, shall be paid for by the respective parties.

#### D. Rights of Teachers and Non-Certified Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at their 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 the 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 be conducted in accordance with the law, 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.

### ARTICLE IV TEACHER AND NON-CERTIFIED EMPLOYEE RIGHTS

#### A. Required Meetings or Hearings

Whenever any teacher or non-certified employee is required to appear before the Superintendent, the Board, or any committee concerning notification to terminate employment or withhold an increment, they 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 them and represent them during such meeting or interview.

#### B. Equitable and Just Provision

No teacher or non-certified employee shall be reduced in rank or compensation or deprived of any employment advantage arbitrarily or without reason. 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 teacher or non-certified employee to pursue the matter through the courts.

#### C. <u>Criticism of Teachers and Non-Certified Employees</u>

Any question of criticism by a supervisor, superintendent, or Board member of a teacher and their instructional methods, or a non-certified employee and their work methods, shall be made in confidence.

### 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 computers and other devices offering access to the internet, District-issued email accounts, copy machines, and media technology 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, they shall suffer no loss in pay provided said meetings are mutually scheduled by the Board and the Association.

#### ARTICLE VI TEACHING HOURS AND RESPONSIBILITIES

#### A. Teacher Work Day

#### 1. Check-in/out Procedure

Teachers shall not be required to clock in or clock out by hours and minutes. Teachers shall indicate their arrival and departure by placing checkmarks in the appropriate columns on the check-in/check-out register.

#### 2. Length of Day

The teachers' total in-school workday shall consist of not more than seven (7) hours and ten (10) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE. Teachers may be required to remain an additional thirty (30) minutes for bus duty.

#### 3. Arrival and Dismissal Time

- a. Teachers shall report for duty no later than forty (40) minutes before the school's first instructional period begins.
- b. Teachers shall be permitted to leave no earlier than fifteen (15) minutes after the first run busses leave the school grounds, provided they have no other duties which would require a later dismissal time.
  - c. Teachers assigned to late bus duty shall remain until such duty is completed.
- d. On Fridays or on days preceding holidays or vacation, teachers not assigned to late bus duty shall be permitted to leave after the first busses leave the school grounds.
- e. The school nurse shall remain on duty until the first run busses have departed. The school nurse shall be compensated on a pro-rata basis for any additional duty time.

#### 4. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

#### B. <u>Non-Teaching Responsibilities</u>

An effort shall be made to balance non-teaching responsibilities.

#### C. <u>Lunch Periods</u>

- 1. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
- 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

#### D. Meetings

#### 1. Faculty Meetings

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty meetings. However, teachers will not be required to be in attendance for these meetings beyond sixty five (65) minutes at the end of the teacher's school day.

#### 2. Professional Meetings

Upon seventy-two (72) hours' notice, teachers may be required to remain beyond sixty five (65) minutes at the end of the teacher's school day without additional compensation when, in extraordinary circumstances, the substantive presentation at a professional meeting cannot be completed within this time frame.

#### 3. Frequency of Meetings

A maximum of three (3) meetings may be held per month. Teachers shall not be required to attend more than two (2) meetings per week.

#### 4. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any other day immediately preceding a holiday, or other day upon which teacher attendance is not required at school, except in case of emergency.

#### 5. Notice and Agenda

The notice of the agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

#### 6. November Parent-Teacher Conferences

Two (2) days of the in-school work year during the month of November shall be dedicated to parent-teacher conferences/staff development. Conference days/professional development will be scheduled by the Board. Conference times will be scheduled for afternoon and evening hours on one day and staff development workshops will be scheduled on the second day. All teachers shall be required to attend parent-teacher conference/staff development days. In the event the Board deems it necessary to schedule any additional parent-teacher conference days, the teachers shall work a minimum day as defined by N.J.A.C. 6A:32-8.3, and the conference will be scheduled in the afternoon. The time shall be consecutive.

#### 7. Back to School Night

All teachers shall be required to attend Back-to-School Night as scheduled by the Board. The Board may schedule Back-to-School Night on two (2) separate evenings, one for the elementary grades and one for the middle school including special subjects teachers. No teacher shall be required to attend both Back-to-School nights. Teachers shall work a minimum day as defined by N.J.A.C. 6A:32-8.3 on the day designated for the elementary grades' Back-to-School Night.

#### 8. In-school Work Year

The in-school work year for teachers employed on a ten (10) month basis, other than for new personnel who may be required to attend an additional day for orientation, shall not exceed one hundred eighty-six (186) days, which shall include two days for parent-teacher conferences. One half day shall be

used for preparation at the beginning of the school year and the other half shall be used at the discretion of the Superintendent. The calendar for the 2017-2018 school year shall be revised regardless of contract ratification by the parties by September 1, 2017.

Aides/Teacher Assistants – Those employees working a seven (7) hour day shall work a minimum of one hundred eighty-two (182) days. The additional two (2) days of professional development shall be scheduled by the administration with reasonable notice to the employees. A guaranteed thirty (30) minute duty free lunch daily shall be provided effective with the 2014-2015 school year.

#### E. Early Dismissal

Teachers shall work a minimum day as defined by N.J.A.C. 6A:32-8.3 on the day before winter recess.

#### F. Curriculum development

If the Board requires curriculum work to be accomplished beyond the regular workday and the Board determines to employ teaching staff members regularly employed in the East Amwell School District, it shall compensate those teachers at the hourly rate as stated in Schedule A.

#### G. Preparation Time

#### 1. Length

Every effort will be made to provide teachers, in addition to their lunch periods, a standard class period (not less than thirty (30) minutes) each day as preparation time. The schedule will allow at least five (5) preparation periods per week for each teacher.

#### 2. Released Time

In 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. The teacher will be paid in accordance with Schedule A, Class Coverage. Such coverage shall be arranged by the Principal and shall be distributed as equitably as possible.

#### H. Schedule A: Extracurricular Activities

The activities listed on the attached Schedule A shall be considered approved activities. These activities may be subject to revision, during the term of this contract. Teacher participation in the approved activities which extend beyond the regularly scheduled day shall be compensated according to the attached Schedule A.

#### Schedule A: Miscellaneous

The amounts listed on the attached Schedule A are approved payments for activities other than Extracurricular.

#### I. Classroom Relocation

Whenever it shall be necessary for a room assignment to be changed, it shall be the responsibility of the administration to provide reasonable notice to the affected teachers. Teachers will be provided with packing materials. It shall be the responsibility of the teachers to pack and unpack all materials in connection with the relocation. It shall be the responsibility of the custodial staff to transport materials and equipment to the new location. Teachers who expend non-school days to accomplish their relocation shall be compensated for one day at the rate established for substitute teachers.

#### ARTICLE VII

#### FULL-TIME CUSTODIAL STAFF - HOURS, OVERTIME, UNIFORMS, TRAINING/LICENSE FEES

- A. The standard workweek for full-time custodial employees shall be a forty (40) hour week consisting of:
- 1. Five (5) eight (8)-hour days beginning at 7:00 a.m. and ending at 3:30 p.m. excluding a one-half (1/2) hour lunch break for day shift employees.
- 2. Five (5) eight (8)-hour days beginning at 12:00 p.m. and ending at 8:30 p.m. excluding a one-half (1/2) hour dinner break. Middle shift employees shall be paid a night differential.
- 3. Five (5) eight (8)-hour days beginning at 3:00 p.m. through 11:00 p.m. for night shift employees inclusive of 1/2 hour for dinner.
- B. Two (2) ten (10)-minute break periods, one in each shift, shall be permitted.

#### C. Overtime

- 1. Any work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half. Time granted for holidays, personal leave, vacation and/or accumulative sick leave shall be included in the forty (40) hour workweek.
- 2. Any employee working beyond forty (40)-hour week on Sunday or a holiday shall be compensated at the rate of double time.
- 3. No employee shall be compensated for overtime without having first obtained the written approval of the Buildings and Grounds Supervisor, the Building Principal or the Superintendent authorizing such overtime.
- D. Employees who are required to report for work on an emergency call-in basis shall be guaranteed not less than three (3) hours pay for each time as such employee is required to report and may be required to work all three (3) hours.
- E. Any employee required to report to a burglar and/or fire alarm shall be paid a flat rate in accordance with Schedule F. Said amount shall include both time and travel.

#### F. Uniforms

- 1. The Board shall purchase and provide one (1) pair of safety shoes for each custodial employee annually. Said employee shall be required to wear these shoes. In the event the shoes become unwearable, the Board shall provide one additional pair. In no event shall the Board provide more than two (2) pair per employee per year.
- 2. The Board shall purchase and provide one (1) pair of work gloves for each custodial employee on an annual basis. Said employees shall be required to wear these work gloves when undertaking any hazardous activity.
- 3. The Board shall purchase and provide safety goggles for all custodial employees. Said employees shall be required to utilize these safety goggles whenever they are engaged in a hazardous activity.
- 4. The Board shall provide five (5) work shirts and five (5) work pants for each custodial employee per year. Employees shall submit a proof of purchase for said items to the Board.

#### G. Licenses

The Board will pay for a class needed to qualify for a Black Seal License at the rate of the Hunterdon County Adult Education Center fee schedule. The Board will pay the fee for the license and its subsequent renewal.

### ARTICLE VIII EMPLOYMENT

#### A. <u>Placement on the Salary Schedule</u>

Each teacher or non-certified employee shall be placed on their proper step of the salary schedule as of the beginning of every school/fiscal year. Any teacher or non-certified employee employed in the system prior to February 1 (first) of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

#### B. Notification

- 1. Teachers shall be notified of their contract and salary status in accordance with the law. Teachers shall return their contracts within one calendar month of receipt of contract notification.
- 2. All non-certified employees shall be notified of their contract and salary status for the ensuing year in accordance with the law. Non-certified employees shall return their contracts prior to the June Board meeting.

### ARTICLE IX SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in the attached Schedules B through H and are effective through June 30, 2023.

Additionally, the employees contributing to their health insurance premiums shall receive a total sum of \$8,000 for equal distribution to the affected employees in each of the three (3) years of this Agreement.

### ARTICLE X TEACHER ASSIGNMENT

#### A. Notification

The Administration shall make every effort to provide teachers with their tentative teaching schedules by August 15 of each year.

#### B. Shared Services Agreement

In the event that the District enters into a "Shared Services Agreement" with the East Amwell municipality, another school district or governmental unit, staff members may be assigned to work in locations other than on the District's property. Any work assignment that requires a staff member to work off District property will only be during the staff member's normal work period.

Employees who are required to travel after they arrive at their assigned location to another location shall be reimbursed at the State Travel OMB rate (exclusive of commutation).

### ARTICLE XI VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vacancies

#### 1. Date

No later than May 1st each year, the Superintendent shall post in the Teachers Room a list of all known vacancies, which shall occur during the following year.

#### 2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent no later than May 10th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

#### 3. <u>Criteria for Assignment</u>

In the determination of requests for voluntary assignments, the wishes of the individual teacher shall be honored providing that the transfer does not conflict with the instructional requirements and the best interests of the school system as determined by the Superintendent. The Superintendent's decision shall be final and not be subject to binding arbitration under the parties' grievance procedure. If a teacher's request for transfer is denied, a renewed request for transfer may be made the following year.

#### 4. Openings

Openings for positions in the school district's summer programs shall be posted by the Administration by June 1st. Seniority will be considered. However, selection by the Superintendent will be based upon their opinion of the teacher's qualifications for the position.

### ARTICLE XII INVOLUNTARY TRANSFER AND RE-ASSIGNMENTS

#### A. Criteria

When involuntary transfer or reassignment is necessary a teacher's area of competence and other relevant factors shall be considered by the Superintendent.

#### B. Notice

Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable.

#### C. Notification of Reason

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefor.

#### D. <u>Priority in Reassignment</u>

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference. Teachers being involuntarily transferred or reassigned from their present position shall be considered before those seeking voluntary transfer in regard to those positions, which are vacant. Seniority will be considered. However, selection by the Superintendent will be based upon his/her opinion of the teacher's qualifications for the position. The Superintendent's decision shall be final and shall not be subject to binding arbitration under the parties' grievance procedure.

### ARTICLE XIII TEACHER EVALUATION

#### A. General Procedure

#### 1. Open Evaluation

All monitoring or observations of the performance of a teacher shall be conducted in accordance with the requirements of the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ), P.L. 2012, c. 36.

#### 2. <u>Copies of Evaluations</u>

Copies of evaluations and discussions of evaluations shall be in accordance with the requirements of the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ), P.L. 212, c. 36. Both the teacher's copy and the file copy of the evaluation report shall be signed by the teacher and the evaluator.

#### 3. Reports

Evaluation reports shall be presented to each teacher in accordance with the requirements of the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ), P.L. 2012, c. 36.

#### ARTICLE XIV PERSONNEL RECORDS

#### A. File

A teacher or non-certified employee shall have the right upon request to personally examine the contents of their 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. <u>Derogatory Material</u>

No material derogatory to a teacher's or non-certified employee's conduct, service, character, or personality shall be placed in their personnel file unless the individual has had the opportunity to review the material. The teacher or non-certified employee shall acknowledge that they had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher or non-certified employee shall have the right to submit a written answer to such material within twenty (20) calendar days of receipt of the derogatory material and their 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.

### ARTICLE XV PROCEDURE FOR COMPLAINTS REGARDING TEACHERS

Complaints regarding a teacher will be processed according to the following procedure:

- A. Except where there is an allegation of criminal misconduct, when a complaint is made directly to the Administration regarding a teacher, the Administration shall direct the parent, student or other complainant to first meet with the teacher to apprise the teacher of the full nature of the complaint and to attempt to resolve the matter informally.
- B. When a complaint is made directly to a teacher by a parent, student or other person, the teacher shall immediately advise the Principal of the complaint.
- C. In the event that the complaint is not resolved informally, the Principal shall review the matter in an attempt to resolve it to the satisfaction of all parties concerned.
- D. In the event that the matter is not satisfactorily resolved by the Principal, it shall be referred to the Superintendent.
- E. All information and discussion shall be kept confidential by the Board and the Association.

#### ARTICLE XVI TEACHERS' FACILITIES

#### A. Listings of Facilities

The Board shall provide:

- 1. An appropriately furnished and air-conditioned room, which shall be reserved for the sole use of teachers as a faculty lounge. (Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the custodial staff).
- 2. A well-lighted and clean teacher rest room separate from the student's rest rooms.
- 3. Adequate parking facilities, which are properly maintained and protected against vandalism.
- 4. A suitable closet with lock and key for each teacher.
- 5. Copies, exclusively for teachers use, of all teachers' text used in each of the classes which the teacher is to teach.

#### B. Vending Machines

Upon request of the Association, the Board will consider installing vending machines in the teacher's lounge, no plumbing or electric added.

### ARTICLE XVII ASSOCIATION - ADMINISTRATION LIAISON

#### A. Organization

The Association shall select a liaison committee which shall meet with the Superintendent regularly. Said Committee shall consist of not more than one (1) member for every ten (10) Association members or larger fraction thereof, but shall in no event have less than three (3) members nor more than five (5).

#### B. Areas for Liaison Consideration

Areas for liaison consideration shall be limited to discussions regarding the administration of this Agreement and terms and conditions of employment.

#### ARTICLE XVIII SICK LEAVE

#### A. Teachers

#### 1. Accumulative

All teachers employed 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 on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### 2. Non-accumulative

Non-accumulative additional sick leave benefits may be allowed to teachers, according to the following conditions:

- a. Teachers may be granted two (2) additional sick days per school year.
- b. Non-accumulative sick days will be granted only after the use of accumulative sick days.

#### B. Non-Certified Employees Leaves of Absence

All non-certified employees shall be entitled to ten (10) sick leave days per school year if employed for ten (10) months and twelve (12) days if employed for twelve (12) months annually.

### ARTICLE XIX TEMPORARY LEAVES OF ABSENCE

#### A. <u>Types of Leaves</u>

Employees shall be entitled to the following temporary non-accumulative 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 applicant for such leave shall not be required to state the reason for taking such leave other than that the applicant 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 holidays only in extenuating circumstances with reasons given to the Superintendent prior to taking the leave. The Superintendent shall exercise their discretion in determining whether such leave is to be granted. The Superintendent's approval shall not be unreasonably withheld.

No more than ten percent (10%) of the staff shall be permitted to take personal leave on any given day except in extenuating circumstances with reasons given to the Superintendent prior to the taking of the leave. The Superintendent shall exercise their discretion in determining whether such leave is to be granted. The Superintendent's approval shall not be unreasonably withheld.

Teachers shall be paid for their unused personal days by June 30. Payment shall be based on the rate for substitute teachers in effect during the school year in question. The personal days shall not be accumulative.

Teachers shall have the option to convert unused personal days to cumulative sick days or to be paid for their unused personal days by June 30 of the same year. Payment shall be based on the rate for substitute teachers in effect during the school year in question. Effective July 1, 2014, teachers will also have the option to convert unused personal days into a personal family illness bank. The family illness bank shall not exceed five (5) cumulative days and teachers may use the days in the event of a critical illness in their immediate family (spouse, child, parent), subject to the following conditions:

- a. This benefit may be utilized a maximum of two (2) times in any one (1) year period.
  - b. Critical illness is defined as:
    - (1) One which required hospitalization of the family member; or
    - (2) One which the attending physician states in writing that personal home care is required.

Nothing in this section shall be construed to limit a teacher's options with relation to unused personal days should the personal family illness bank be at a maximum.

Non-certified employees shall be reimbursed for their unused personal days at their daily rate of pay, or in accordance with Schedule A, whichever is lower.

#### 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. These days shall be used at the time of bereavement and/or for the settlement of the estate of the deceased. In the event of the death of a teacher or student in the East Amwell School District, the Superintendent shall grant to an appropriate number of employees sufficient time off to attend the funeral.

### ARTICLE XX EXTENDED LEAVES OF ABSENCE FOR TEACHERS

Nothing in this ARTICLE shall be construed as obligating the Board to grant leaves of absence to non-tenured teachers when such leave is not otherwise provided in State Law.

#### A. <u>Maternity/Paternity</u>

#### 1. Natural Birth

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

a. Any teacher seeking such leave shall apply in writing to the Board at least ninety (90) teaching days (one hundred twenty (120) calendar days) prior to the beginning of leave, unless medical circumstances prohibit such notice. At the time of application, the teacher shall specify in writing the date on which they wish to commence leave and the date on which they wish to return to work.

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- b. If, after requesting maternity/paternity leave for only one school year, a teacher wishes to extend their leave for an additional period not exceeding two (2) years (including their original leave), they 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 they wish to return to work. The Board, upon receipt of such written request, shall grant such leave.
- c. The Board may remove any pregnant teacher from her teaching duties if such teacher fails to produce a physician's certificate which states that she is medically able to continue teaching.
- d. No teacher on maternity/paternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the East Amwell School District in the area of their certification or competence.
- e. The Board shall not be required to grant a maternity/paternity leave for a non-tenured teacher beyond the end of the contract year in which the leave is obtained.

#### 2. Child Rearing Leave

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

#### B. 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 1/200th of the annual salary for each day's absence will be made. The Board at its discretion may make an exception to this rule.

#### C. Return from Leave

#### 1. Benefits

All benefits to which a teacher is entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return.

#### 2. Advancement

Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a salary guide step if the teacher works more than ninety (90) teaching days. Working ninety (90) teaching days or less 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 XXI EXTENDED LEAVES OF ABSENCE FOR NON-CERTIFIED EMPLOYEES

#### A. <u>Maternity/Paternity</u>

- 1. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. An employee may request a maternity/paternity leave without pay and such leave shall be granted. The employee may elect the leave to become effective immediately or when the employee chooses, provided a pregnant employee has sought the advice of her physician. Maternity/paternity leave shall be for one year at the request of the employee. It may, however, be shortened or lengthened upon recommendation of the Superintendent and approval of the Board, to allow employees to return at the beginning of a school year.
- 2. An employee who is on a maternity leave shall be permitted to use her accumulated sick leave during the period one (1) month prior to delivery and one (1) month after delivery which shall be presumptively considered the period of medical disability.

#### B. Other Extended Leaves

Other extended leaves of absence without pay may be granted by the Board.

### ARTICLE XXII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Teachers

#### 1. <u>Conferences, School Visitations, Conventions and Workshops</u>

The Board shall pay registration fees and transportation expenses for conferences, conventions and workshops, provided the Superintendent has given prior approval. Staff members who receive reimbursement from the Board for registration fees for conferences, conventions and workshops 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 State rate per mile. Reimbursement of expenses is subject to prior approval by the Superintendent. Said prior approval is waived for the N.J.E.A. annual convention.

#### 2. <u>Tuition Fees</u>

The Board encourages the professional staff to take courses of study to keep them current educationally and in their field of teaching. As an incentive, the Board will pay tuition costs from any duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3, capped at \$28,000 for the 2020-2021 school year; \$29,000 for the 2021-2022 school year, and \$30,000 for the 2022-2023 school year. Payment of tuition costs shall be subject to the following conditions:

- a. A description of the course will be submitted to the Superintendent prior to enrollment in any course for which tuition reimbursement is sought.
- b. Upon the Superintendent's approval indicating the taking of this course is related to the teacher's present or future job responsibilities and that our educational system will benefit from the taking of this course, the description will be submitted for Board approval at its next meeting. A valid receipt for tuition

payment is required prior to reimbursement.

- c. One-half (1/2) of the tuition shall be available upon approval of the course work by the Superintendent.
  - d. Upon obtaining a grade of "B" or better and submitting proof thereof:
- (1) Tenured teachers will receive the remaining cost of tuition and registration after the next regular Board meeting.
- (2) Non-tenured teachers will receive the remaining cost of tuition and registration in the second pay period of the following September after the course(s) is/are taken.
- e. The Board shall reimburse at the prevailing rate established by Rutgers University or The College of New Jersey, whichever is less, provided, however, that there shall be no additional payment during the period of transition to this successor agreement.
- (1) Tenured teacher and tenurable staff hired prior to 1/1/07 eligible for tuition reimbursement under this paragraph up to a maximum of nine (9) credits;
- (2) Non-tenured staff, non-tenurable staff (aides/teacher assistants) and tenurable staff hired on or after 1/1/07 eligible for tuition reimbursement under this paragraph up to a maximum of six (6) credits.
- f. Reimbursement is conditioned upon the teacher obtaining a grade of "B" or better. In the event a teacher does not obtain a grade of "B" or better, the Board shall deduct the amount advanced for the course(s) from the teacher's pay in six (6) equal installments.
- g. Tuition reimbursement will be provided on a first requested-first granted basis. Priority will be given to staff currently enrolled in matriculated programs. In accordance with N.J.S.A. 18A:6-8.5, in order for the Board to provide members of the professional staff (1) tuition reimbursement for Professional Development and Educational Improvement for coursework taken at an institution of higher education or (2) additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education, the following conditions must be satisfied.
- (1) The institution where the coursework shall be taken or the degree program pursued shall be a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3.
- (2) The employee shall obtain approval from the Superintendent prior to enrollment in any course or degree program for which tuition assistance is sought. In order to obtain the Superintendent's approval, the course or degree program must be related to the employee's current or future job responsibilities and must benefit the District's educational system.
- (3) The Superintendent's approval shall then be submitted to the Board for approval at its next meeting.
- (4) In the event that the Superintendent denies the approval, the employee may appeal the denial to the Board.
- h. The Association shall provide the Board and the superintendent with a list of staff currently accepted into matriculated programs with anticipated completion dates of those programs upon the signing of this Agreement and no later than March 1<sup>st</sup> of each subsequent year of the Agreement. With the assistance of the Business Administrator, this list will be reviewed by the board and the superintendent and will be mutually agreed upon by the Board and the Association.
- i. Any staff member receiving tuition reimbursement from the board must serve a minimum {F&H00150186.DOCX/4}

of two (2) years in the district after receiving tuition reimbursement from the Board. In the event that the teacher fails to serve a minimum of two (2) years in the District after receiving tuition reimbursement, he or she shall be subject to repayment of one hundred percent (100%) of the tuition reimbursed by the board if he or she leaves the district in the first or second year following his or her receipt of the tuition reimbursement for teachers employed after July 1, 2011; one (1) year for teachers hired before July 1, 2011.

- j. In order for an employee to receive additional compensation upon the acquisition of additional academic credits or completion of a degree program, the course work must be taken at or the degree conferred by an institution of higher education and must be related to the employee's current or future job responsibilities as determined by the Superintendent in accordance with N.J.S.A. 18A:6-8.5.
- (1) Leaves of absence, for any reason, do not count in the calculation of the required two (2) years of service following the Board's payment of tuition reimbursement for teachers employed after July 1, 2011. For teachers hired before July 1, 2011, leaves of absence of more than one (1) year do not count in the calculation of the required 2 years of service.
- (2) Should it be necessary for the Board to file a lawsuit to recover any reimbursed tuition under this ARTICLE, the Board will also seek collection costs, including attorney's fees and costs of suit.
- (3) This return of service requirement shall not apply in cases of termination of employment by action of the Board, disability retirement with the Teachers' Pension and Annuity Fund, and death.

#### 3. In-Service Workshops

The Board and the Association agree to cooperate in arranging in-service courses and workshops designed to improve the quality of education. In-service programs shall be conducted during the school work day if teacher attendance is required.

#### B. Non-certified Staff

The Board shall pay registration fees and transportation expenses for conferences, conventions and workshops, provided the Superintendent has given prior approval. Staff members who receive reimbursement from the Board for registration of fees for conferences, conventions and workshops 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 State rate per mile. Reimbursement of expenses is subject to prior approval by the Superintendent.

### ARTICLE XXIII SUPERVISION OF STUDENT TEACHERS

#### A. Procedures

#### 1. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary, and if possible, should not be scheduled during the first marking period.

#### 2. Assignments

A cooperating teacher shall not be given assignments outside of their regular responsibilities during the period in which the teacher is supervising a student teacher except in cases of an emergency.

#### 3. Substitutions

In accordance with State regulations, a student teacher cannot be used as a substitute teacher.

### ARTICLE XXIV INSURANCE PROTECTION

#### A. Health

The Boards shall provide the health care insurance protection designated below or, at the discretion of the Board a program providing equivalent protection. Contributions to healthcare insurance protection premiums shall be established by New Jersey state law if said employee is entitled by law and in cases where appropriate for 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. (defined in ARTICLE XX and XXI).

#### 1. <u>Provisions of Coverage</u>

Provisions of the health care insurance program shall include:

- a. Blue Cross
- b. Blue Shield
- c. Major Medical
- d. Rider "J"

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 and the employee shall make payment of insurance premiums as established by New Jersey state law to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

#### 3. <u>Employee Contributions toward Health Insurance Premiums</u>

Staff members shall be required to contribute toward health insurance premiums as established by State Law.

#### B. Description of Plan

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

#### C. <u>Dental</u>

1. Effective July 1, 1995, 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 year 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. Any increase in premium over \$35.00 per month shall be the responsibility of the employee.

### ARTICLE XXV PAYMENT FOR ACCUMULATED SICK LEAVE

Employees in the East Amwell School District shall be entitled to payment for their unused accumulated sick leave days 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 April 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 October 1 of the next school year.

Annual sick days shall be prorated at the rate of one (1) day per month for any staff member who commences employment after September 1 of any contract year.

#### ARTICLE XXVI NON-CERTIFIED EMPLOYEES LAYOFF AND RECALL

The Board shall provide a minimum of thirty (30) calendar days' notice of lay-off to any permanent employee to be affected. Permanent employees will be recalled to work in the reverse order in which they were laid off. An employee must respond within ten (10) days of the recall notice or be considered to have resigned.

### ARTICLE XXVII NON-CERTIFIED EMPLOYEES - JOB VACANCIES AND PROMOTIONS

- 1. All job vacancies shall be posted. The posting shall state the name and the job classification, responsibilities of assignment and requirements. This notice shall remain posted for 10 working days.
- 2. Employees desiring consideration for such positions shall submit such desire in writing to the Superintendent.

### ARTICLE XXVIII VACATIONS AND HOLIDAYS - 12 MONTH CONTRACTED EMPLOYEES

#### A. Holidays

Paid holidays are as follows:

New Year's Day President's Day

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Good Friday Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Eve Day Christmas Day

New Year's Eve Day

Floating Holiday - a holiday to be taken at the discretion of the employee in accordance with the provisions governing vacations.

#### B. Vacation

Vacation will be paid according to service as of July 1 on the following schedule:

1-5 years	10 days
6-10 years	15 days
11-14 years	20 days
15 or more years	22 days

Employees shall give five (5) working days' notice to the Superintendent. In the event of a conflict, seniority shall be the determining factor. An employee meeting the requirements of this ARTICLE and having six (6) or more years of service may request that up to two (2) weeks of their vacation be taken during the school year. This shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Superintendent.

### ARTICLE XXIX MISCELLANEOUS PROVISIONS

#### A Deductions from Salary

- 1. The Board agrees to deduct from the salaries of the employees dues for the East Amwell Education Association, Hunterdon County Education Association, New Jersey Education Association, National Education Association, Teacher's Pension and Annuity Fund, the County Educator's 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 County Educator's 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 County Educator's Federal Credit Union be terminated by notifying the Board in writing not less than 30 days prior to the pay period after which said teacher 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.
- 4. Paraprofessionals shall be paid \$25.00 for substitute teacher coverage of at least four (4) hours in a school day.

#### B. Termination of Employment

Final evaluation of a teacher upon termination of their employment shall be concluded prior to severance and no documents and/or material shall be placed in the personnel file of such teacher after severance or otherwise in accordance with the procedure set forth in ARTICLE XIV.

#### C. <u>Printing of the Agreement</u>

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.

#### D. Modification

This 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 this Agreement, neither party shall be required to negotiate with respect to any such matters.

#### ARTICLE XXX REPRESENTATION FEE

- A. <u>Purpose</u> If any employee does not become a member of the Association during any membership year (i.e., September 1 to the following August 31), 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. <u>Notification</u> 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 non-members will be determined by the Association in accordance with the law.
  - 1. On or about October 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit.
  - 2. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
  - 3. The Association will notify the Board in writing of any changes in the list provided for in the preceding paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board receives said notice.
  - 4. 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 and have been on payroll (retroactive) during the preceding thirty (30) day period. The list will include names, job titles, dates of

employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

#### C. Deduction and Transmission of Fee

- 1. The Board will deduct from the salaries of the employees referred to in paragraph 2 of the preceding subsection the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- 2. If an employee who is required to pay a representation fee terminates their employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this ARTICLE, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- D. Indemnification The Association agrees to indemnify and hold the Board harmless against any and all claims demands, suits and/or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses that may arise out of any action taken or not taken by the Board pursuant to this ARTICLE.

#### ARTICLE XXXI **DURATION OF AGREEMENT**

#### A. **Duration Period**

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023 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.

EAST AMWELL EDUCATION

ASSOCIATION

EAST AMWELL BOARD OF

**EDUCATION** 

Charles Miles, President

By:

Jason Shuler, Secretary

eidi Gara, Secretary/SBA

#### SCHEDULE A - ACTIVITY SCHEDULE

INTERSCHOLASTICS	STIPEND		
	2020-2021	2021-2022	2022-2023
Athletic Director	4835	4980	5129
Baseball Coach			
Level 1	2777	2860	2946
Level 2	2883	2969	3059
Level 3	3184	3279	3378
Softball Coach			
Level 1	2777	2860	2946
Level 2	2883	2969	3059
Level 3	3184	3279	3378
Boys Basketball Coach "A" Team			
Level 1	3612	3721	3832
Level 2	3741	3853	3969
Level 3	4600	4738	4880
Girls Basketball Coach "A" Team			
Level 1	3612	3721	3832
Level 2	3741	3853	3969
Level 3	4600	4738	4880
Boys Basketball Coach "B" Team	1792	1846	1901
Girls Basketball Coach "B" Team	1792	1846	1901
Cheerleading Coach			
Level 1	2887	2974	3063
Level 2	2999	3089	3182
Level 3	3106	3200	3296
Soccer Coach			
Level 1	2182	2247	2314
Level 2	2286	2354	2425
Level 3	3184	3279	3378
Soccer Coach "B" Team	1620	1669	1719
Cross Country Coach	3184	3279	3378
Cross Country Timer/Scorer	1620	1669	1719

Note: Pay on levels can be determined on coaching experience.

#### **SCHEDULE A - ACTIVITY SCHEDULE**

		STIPEND	
	2020- 2021	2021- 2022	2022- 2023
Basketball Intramural	905	933	961
Flag Football	905	933	961
Volleyball	905	933	961
CLUBS			
Peer Leadership	1622	1671	1721
Eighth Grade Advisor	1441	1484	1529
Computer Club, (Fall)	1441	1484	1529
Computer Club, (Spring)	1441	1484	1529
Student Council	1622	1671	1721
Yearbook Advisor	1441	1484	1529
Newspaper	1441	1484	1529
Environmental	1441	1484	1529
Family Tools & Technology	2099	2162	2227
Ski Club	1441	1484	1529
Art Club (Spring)	2128	2192	2258
Art Club (Winter)	2128	2192	2258
Drama Club (Fall) (1)	1647	1696	1747
Drama Club (Spring) (2)	1647	1696	1747
Music Club (Fall)	2128	2192	2258
Music Club (Spring)	2128	2192	2258
Math Club	1441	1484	1529
Spanish Club	905	933	961
Chess Club	905	933	961
Yo-Yo Club	905	933	961
Good Morning Games	905	933	961
To Be Determined Club	905	933	961
To Be Determined Club	905	933	961
To Be Determined Club	905	933	961

MISCELLANEOUS			
Eighth Grade Overnight (1 night, per person)	430	442	456
Sixth Grade Overnight Environmental (2 nights, per person)	599	617	636
Unit Leaders, per school year	1070	1102	1135
Chaperone-extracurricular activities-per hour	35	36	37
Curriculum Development, per hour	37	38	39
Class Coverage	27	28	28
Mileage Reimbursement-Eligible Staff		State Rate	
Assigned BSI Tutorial – Per Class	53	54	56
Unused Personal Days, Certified Staff, per eligible day	Sub Teacher Per Diem Rate		
Unused Personal Days, Non-Certified Staff, per eligible day	68	70	72
Classroom Relocation, Rate per Diem	Sub	Teacher Per Diem R	late
Cougar Patrol	1441	1484	1529
Character Education Advisor	1441	1484	1529

#### **SCHEDULE B TEACHERS SALARY GUIDES SCHOOL YEAR 2020-2021** YEAR 1

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	56,110	57,760	59,410	61,060	62,710	64,360
2	56,610	58,260	59,910	61,560	63,210	64,860
3	57,110	58,760	60,410	62,060	63,710	65,360
4	57,610	59,260	60,910	62,560	64,210	65,860
5	58,110	59,760	61,410	63,060	64,710	66,360
6	58,610	60,260	61,910	63,560	65,210	66,860
7-8	59,110	60,760	62,410	64,060	65,710	67,360
9	60,105	61,755	63,405	65,055	66,705	68,355
10-11	61,955	63,605	65,255	66,905	68,555	70,205
12	64,005	65,655	67,305	68,955	70,605	72,255
13	66,255	67,905	69,555	71,205	72,855	74,505
14	68,705	70,355	72,005	73,655	75,305	76,955
15	71,355	73,005	74,655	76,305	77,955	79,605
16	74,205	75,855	77,505	79,155	80,805	82,455
17	77,255	78,905	80,555	82,205	83,855	85,505
18	80,505	82,155	83,805	85,455	87,105	88,755

#### Longevity\*\*

21 years of service in the East Amwell School District

2020-2021	\$2,909
2021-2022	\$2,909
2022-2023	\$2,909

<sup>\*</sup>Levels shall not be equated to years of experience.

\*\*Teachers employed as of July 1, 1989 shall be entitled to longevity.

#### **SCHEDULE C TEACHERS SALARY GUIDES SCHOOL YEAR 2021-2022** YEAR 2

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	57,765	59,440	61,115	62,790	64,465	66,140
2	58,265	59,940	61,615	63,290	64,965	66,640
3	58,765	60,440	62,115	63,790	65,465	67,140
4	59,265	60,940	62,615	64,290	65,965	67,640
5	59,765	61,440	63,115	64,790	66,465	68,140
6	60,265	61,940	63,615	65,290	66,965	68,640
7	60,765	62,440	64,115	65,790	67,465	69,140
8-9	61,790	63,465	65,140	66,815	68,490	70,165
10	63,590	65,265	66,940	68,615	70,290	71,965
11-12	65,590	67,265	68,940	70,615	72,290	73,965
13	67,790	69,465	71,140	72,815	74,490	76,165
14	70,190	71,865	73,540	75,215	76,890	78,565
15	72,790	74,465	76,140	77,815	79,490	81,165
16	75,590	77,265	78,940	80,615	82,290	83,965
17	78,590	80,265	81,940	83,615	85,290	86,965
18	81,790	83,465	85,140	86,815	88,490	90,165

Longevity\*\*

21 years of service in the East Amwell School District

2020-2021	\$2,909
2021-2022	\$2,909
2022-2023	\$2,909

<sup>\*</sup>Levels shall not be equated to years of experience.

\*\* Teachers employed as of July 1, 1989 shall be entitled to longevity.

#### SCHEDULE D TEACHERS SALARY GUIDES SCHOOL YEAR 2022-2023 YEAR 3

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	59,670	61,370	63,070	64,770	66,470	68,170
2	60,170	61,870	63,570	65,270	66,970	68,670
3	60,670	62,370	64,070	65,770	67,470	69,170
4	61,170	62,870	64,570	66,270	67,970	69,670
5	61,670	63,370	65,070	66,770	68,470	70,170
6	62,170	63,870	65,570	67,270	68,970	70,670
7	62,670	64,370	66,070	67,770	69,470	71,170
8	63,690	65,390	67,090	68,790	70,490	72,190
9-10	65,440	67,140	68,840	70,540	72,240	73,940
11	67,390	69,090	70,790	72,490	74,190	75,890
12-13	69,540	71,240	72,940	74,640	76,340	78,040
14	71,890	73,590	75,290	76,990	78,690	80,390
15	74,440	76,140	77,840	79,540	81,240	82,940
16	77,190	78,890	80,590	82,290	83,990	85,690
17	80,140	81,840	83,540	85,240	86,940	88,640
18	83,290	84,990	86,690	88,390	90,090	91,790

#### Longevity\*\*

<sup>21</sup> years of service in the East Amwell School District

of service in the L	Last Millwell School
2020-2021	\$2,909
2021-2022	\$2,909
2022-2023	\$2,909

<sup>\*</sup>Levels shall not be equated to years of experience.

<sup>\*\*</sup> Teachers employed as of July 1, 1989 shall be entitled to longevity.

#### **SCHEDULE E**

# EAST AMWELL TEACHERS' SALARY GUIDES Advancement / Placement Chart

 $(Read\ directly\ across\ the\ line\ to\ track\ advancement/placement)$ 

Base Year 2019-2020 Step		Year One 2020-2021 Step		Year Two 2021-2022 Step		Year Three 2022-2023 Step
						1
				1	$\rightarrow$	2
		1	$\rightarrow$	2	$\rightarrow$	3
1	$\rightarrow$	2	$\rightarrow$	3	$\rightarrow$	4
2	$\rightarrow$	3	$\rightarrow$	4	$\rightarrow$	5
3	$\rightarrow$	4	$\rightarrow$	5	$\rightarrow$	6
4	$\rightarrow$	5	$\rightarrow$	6	$\rightarrow$	7
5	$\rightarrow$	6	$\rightarrow$	7	$\rightarrow$	8
6-7	$\rightarrow$	7-8	$\rightarrow$	8-9	$\rightarrow$	9-10
8	$\rightarrow$	9	$\rightarrow$	10	$\rightarrow$	11
9-10	$\rightarrow$	10-11	$\rightarrow$	11-12	$\rightarrow$	12-13
11	$\rightarrow$	12	$\rightarrow$	13	$\rightarrow$	14
12	$\rightarrow$	13	$\rightarrow$	14	$\rightarrow$	15
13	$\rightarrow$	14	$\rightarrow$	15	$\rightarrow$	16
14	$\rightarrow$	15	$\rightarrow$	16	$\rightarrow$	17
15	$\rightarrow$	16	$\rightarrow$	17	$\rightarrow$	18
16	$\rightarrow$	17	$\rightarrow$	18	$\rightarrow$	18
17	$\rightarrow$	18	$\rightarrow$	18	$\rightarrow$	18
18	$\rightarrow$	18	$\rightarrow$	18	$\rightarrow$	18

#### SCHEDULE F CUSTODIANS SALARY GUIDE

# Year 1 2020-2021

Step	Salary
1	47,519
2	48,419
3	49,394
4	50,444
5	51,569
6	52,769
7	54,044
8	55,394

#### Year 2 2021-2022

Step	Salary
1	48,229
2	49,129
3	50,104
4	51,154
5	52,279
6	53,479
7	54,754
8	56,104

# Year 3 2022-2023

Step	Salary
1	48,929
2	49,829
3	50,804
4	51,854
5	52,979
6	54,179
7	55,454
8	56,804

Black Seal	1,298	1,298	1,298
Night Differential	1.23	1.23	1.23
Part-time Rate	21.48	21.48	21.48
Custodian Building Checks – Saturdays	1.5 x	1.5 x	1.5 x
	hourly	hourly	hourly
	rate	rate	rate
Custodian Building Checks - Sundays &	2.0 x	2.0 x	2.0 x
Holidays	hourly	hourly	hourly
	rate	rate	rate
Custodian Alarm Call Backs, Flat Rate	60.00	60.00	60.00

<sup>\*</sup>Levels shall not be equated to years of service

#### SCHEDULE G Clerical Aide/Teacher Assistant: Hourly Rate

#### Year 1 2020-2021

Step	Salary
1	19.08
2	19.39
3	19.70
4	20.01
5	20.32
6	20.63
7	20.94
8	21.28

#### Year 2 2021-2022

Step	Salary
1	19.60
2	19.91
3	20.22
4	20.53
5	20.84
6	21.15
7	21.46
8	21.80

# Year 3 2022-2023

Step	Salary
1	20.14
2	20.45
3	20.76
4	21.07
5	21.38
6	21.69
7	22.00
8	22.34

# SCHEDULE H Instructional Aides: Hourly Rate

# Year 1 2020-2021

Step	Salary
1	37.03
2	37.38
3	37.73
4	38.08
5	38.43
6	38.78
7	39.13
8	39.48

#### Year 2 2021-2022

Step	Salary
1	38.22
2	38.57
3	38.92
4	39.27
5	39.62
6	39.97
7	40.32
8	40.67

# Year 3 2022-2023

Step	Salary
1	39.44
2	39.79
3	40.14
4	40.49
5	40.84
6	41.19
7	41.54
8	41.89