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THIS DOES NOT
CIRCULATE

AGREEMENT
BETWEEN THE
PENNSVILLE EDUCATION ASSOCIATION
AND THE
PENNSVILLE TOWNSHIP BOARD OF EDUCATION
JULY 1, 1976 - JUNE 30, 1978

Salem County

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I. Recognition

- A. The Pennsville Board of Education recognizes the Pennsville Education Association as the exclusive and sole representative of the professional staff, as defined below, with the exception of administrators, as defined below, for collective negotiation concerning the terms and conditions of employment in accordance with Chapter 123, Public Laws 1974.

Professional Staff: Classroom Teachers, Librarians, Guidance Personnel, Child Study Team, Nurses, Department Heads, Coordinators, and Speech Therapists.

Administrators: Principals, Vice-Principals, and Business Administrator.

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all members of the negotiating unit, and references to male teachers shall include female teachers.

II. Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement concerning the terms and conditions of teachers' employment.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data and information of the Pennsville School District required for the purposes of negotiation.
- C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in the RECOGNITION of this Agreement, with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws 1974 for the duration of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on 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 matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. The timetable according to Chapter 123, Public Law 1974, will be the determining factor in beginning negotiations over a successor agreement. The association and the board agree to present to each other their proposals for a successor agreement by the stipulated date. Any agreement so negotiated shall apply to all members of the negotiating unit, and shall be reduced to writing and be signed by all parties, and be adopted by the Board.

III. Grievance Procedure

A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit that there has been to him a personal loss, injury or inconvenience resulting from a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the written grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, death in the family, this time limit may be extended by mutual agreement between the parties involved.

(b) It is understood that any employee 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 duly determined.

2. (Level One) Any employee grievant who has a grievance shall discuss it first with his principal (or other immediate superior, if applicable) in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

ARTICLE III, continued

3. (Level Two) The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions, (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee grievant or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or

(b) A complaint of a non-tenure employee which arises by reason of his not being re-employed; or

(c) A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.

ARTICLE III, continued

(d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.

7. The following procedure shall be used to secure the services of an arbitrator:

(a) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the matter at issue.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the AGREEMENT intended by the specific clause in the AGREEMENT or Board Policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.

9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

IV. Rights of the Parties

- A. Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. No teacher shall be disciplined or reprimanded without just cause. Any such actions taken by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely effect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given three (3) school days prior written notice of the reasons for such meeting or interview and shall be entitled to have a person or persons of his own choosing present to advise him and represent him during such meeting or interview.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- F. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Application for use of facilities shall be filed according to Board policy (Activities 10).

ARTICLE IV, continued

- G. The Association and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board policy (Activities 10).
- H. The Association may be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage which they cause to the equipment.
- I. The Association may be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.
- J. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge.
- K. The Association shall have the right to use the inter-school mail facilities and school mail boxes for Association business.
- L. The Board may grant a reasonable leave with pay to the president of the Association, or his designated representative, as requested during his term in office.
- M. All orientation programs for new teachers will be co-sponsored by the Board and the Association. The Board and the Association are obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.
- N. The right and privileges of the teachers' representative as set forth in this Agreement shall be granted only to the organization designated as the representative pursuant to Chapter 123, Public Laws 1974, and to no other organizations.
- O. The Association will be granted released time in the form of early school closings to conduct its official meetings. There will be three such meetings in addition to a meeting regularly scheduled on the day of teacher orientation just prior to the opening of school. The dates and the time will be established by inclusion in the school calendar after consultation between the Superintendent and the Association president. In the event the Association finds that more time is required for a given session, a request will be made to the Superintendent for an extension, likely in the form of a half-day session.

V. Personal and Academic Freedom

- A. Teachers shall be entitled to full rights of citizenship as defined in the Constitution of the United States, and therefore, no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination, with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal laws.
- B. The personal life of a teacher is not an appropriate concern of the Board except where said personal life prevents the teacher from properly performing his assigned functions during the work day.

VI. Professional Development and Educational Improvement

A. The Board agrees to implement the following as part of this AGREEMENT:

1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is directed by the administration in writing to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at his regular rate.

2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Committee of Teacher Education and Professional Standards, the coordinators, and administration.

B. Credit for Post Graduate Work:

1. Teachers are encouraged to continue further training in recognized colleges and universities.

2. Candidates for further academic work should register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain the approval of the Superintendent for the program. The Superintendent, in approving college semester credits and programs will be guided by the thought, "Will this program improve this individual's performance as a teacher in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.

3. Unit members obtaining Post Graduate credits after July 1, 1975, will receive a stipend of \$15.00 per credit per year. Only credits earned while in the employment of the Pennsville Public School System will be approved. Unit members presently receiving the \$10.00 per credit per year stipend will continue to receive that stipend for credits approved prior to July 1, 1975.

4. If such work leads to a degree, the degree credit will then be given and the enabling credits will be discontinued.

5. If credits are earned, and no degree obtained, such credits will continue in effect permanently.

6. Post graduate credits will be submitted for approval for payment on the following dates: October 1 and March 1 of each year. Credits submitted October 1 and approved will be retroactive to February 1 of the year submitted.

VII. Insurance Protection

- A. The Board of Education shall provide the health care insurance protection designated below.
 - 1. The Board shall pay the full premium for each member.
 - 2. The Board shall pay full dependency coverage for each member.
- B. Provisions of the health care insurance program shall be the State Health Benefits Plan and shall be detailed in master policies and contracts and shall include:
 - 1. Blue Cross
 - 2. Blue Shield
 - 3. Rider J
 - 4. Major Medical
- C. Members who elect not to become members of the health insurance program will not receive a monetary stipend in place of the insurance provided.
- D. Members who are covered by some other insurance program are encouraged not to sign for double coverage.
- E. The Board of Education will provide to all members of the Association, a blanket legal liability insurance policy. Premiums are to be paid by the Board of Education.

VIII. Sabbatical Leave

- A. A tenure teacher with seven (7) years or more service in the schools of Pennsville Township may apply for a sabbatical leave for one or two semesters.
- B. The sabbatical leave application will be reviewed by a committee composed of the following people: Instruction Committee of the Board of Education, the Superintendent of Schools, and the President of the Pennsville Education Association. The committee will make recommendations to the Board of Education.
- C. The employee, if granted sabbatical leave, must agree to return to the Pennsville Township School District and work at least one (1) academic year after his leave expires. In case an employee on sabbatical leave voluntarily resigns, except for extended illness, during such leave he shall refund to the Board all such salary paid to him during the period of leave. If an employee voluntarily resigns, except for extended illness, within one year of the expiration of his sabbatical leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of one year shall bear to said period.
- D. Sabbatical leave will be granted for educational advancement only. Upon return from sabbatical leave, the employee will present a report to the Board of Education describing his year of study and proposals for making use of it in his work in the School District.
- E. The employee, if granted a sabbatical leave, will receive one-half of his contracted teaching salary if the sabbatical leave is for a full year, and one-quarter of his contracted teaching salary if the sabbatical leave is for one semester.
- F. Employees on sabbatical leave will receive their stipend divided into equal monthly payments payable the 15th of each month.
- G. A maximum of one (1) full year leave of absence will be granted, or two (2) half year leaves of absence in any one academic year.

IX. Teacher Evaluation

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he had had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the Superintendent or his designee.
3. Although the Board agrees to protect the confidence of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
4. A teacher shall be permitted to reproduce on the premises any information in his personal file. The Superintendent of Schools or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to nor copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.
5. Administrators shall be encouraged to place in a teacher's file information of a positive nature indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature. Any such material or commendations received from outside responsible and competent sources shall also be included in the teacher's file.

ARTICLE IX, continued

- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

- D. Supervisory reports shall be presented by a principal or counterpart supervisor in accordance with the following procedures:
 - 1. A conference time shall be established within three (3) days of the observation between the observer and the teacher.

 - 2. Such reports: written in narrative form, shall include:
 - (a) Strengths of the teacher as evidenced during the period since the previous report.

 - (b) Weaknesses of the teacher as evidenced during the period since the previous report.

 - (c) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

 - 3. Frequency of reports shall be as follows:
 - (a) First year teachers
 - (1) Twice a month for first four months
 - (2) Once a month for remainder of year

 - (b) New teachers in the system with teaching experience
 - (1) Once a month for first four months
 - (2) Once every other month for remainder of year

 - (c) Teachers with one (1) to three (3) years experience
 - (1) Once a month for first four months
 - (2) Once every other month for remainder of year

 - (d) Teachers with four (4) to seven (7) years experience
 - (1) Once every other month

 - (e) Teachers with eight (8) years or more experience
 - (1) Two (2) observations per year

ARTICLE IX, continued

- (f) Supervisors will observe any teacher whenever it is necessary because of any problems which arise during the year.
- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.
- F. Each member of the unit will receive a performance review by April 1, of each year, covering areas other than instruction. The performance review will be jointly devised by the Pennsville Education Association and the Board of Education. This yearly performance review must be approved by a majority vote of the Board and the Pennsville Education Association Executive Committee, before it is to go into effect. Performance reviews will be carried out by each building Administrator.

X. Teaching Hours

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
2. No teacher shall be required to report for duty earlier than twenty-five (25) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day, except in an emergency declared the principal or superintendent.
3. Lateness and Early Departure - Definitions
 - (a) Lateness - A teacher reports for work beyond the time stipulated in the contract.
 - (b) Habitual Lateness - A teacher reports for work late over four (4) times during the school year.
 - (c) Early Departure - A teacher leaves the school grounds prior to the time stipulated in the contract.
 - (d) Excused Early Departure - A teacher receives permission to leave the school grounds prior to the time stipulated in the contract.
 - (e) Docking - The method used in forfeiture of pay against lateness and unexcused early departure.
4. Conditions of Lateness and Early Departure
 - (a) A teacher who is unavoidably delayed in reporting to work by the stipulated time will make every effort possible to contact the principal of his building.
 - (b) A teacher who is habitually late will be docked beginning with the fifth (5th) time said teacher is late. The amount to be docked is \$5.00 per fifteen (15) minutes of lateness or fraction thereof.
 - (c) A teacher involved in an unexcused early departure will be docked \$5.00 per fifteen (15) minutes or fraction thereof.
 - (d) A teacher may request in writing from the building principal an excused early departure for the following:
 - (1) Emergency dental and medical appointments which arise on the day that the request is made. Time will be charged to sick leave unless it falls exclusively within the last thirty (30) minutes prior to departure. Said time will not be deducted from sick leave.
 - (2) Association and/or other educational meetings (local, county, state, and national).
 - (e) A teacher may request in writing from the superintendent an excused early departure to attend early classes for graduate credit, certification, and general educational improvement.

ARTICLE X, continued

- (f) Teachers are granted permission for early departure (after students leave).
 - (1) To attend PTA meetings held that evening.
 - (2) To attend 2:00 p.m. in-service and PEA meetings.
 - (g) With principal's permission or that of his designee, teachers may leave the school premises during unscheduled teaching periods providing they return to school prior to the beginning of their next scheduled class.
 - (h) A teacher who is late or departs early without permission will acknowledge said time by signing a paper which contains the date, the amount of time involved, the reason for lateness or departure, and the principal's signature. A copy of said paper will be given to the teacher.
5. Denial of a request for excused early departure shall not constitute grounds for lodging a grievance.
- B. Teachers shall have one-half (1/2) hour duty-free lunch period each day and one preparation period each day. In the elementary area the preparation period will be whatever length of time is used by the specialist teacher taking over that class.
- C. 1. Building-based teachers may be required to remain after the end of regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than one (1) hour.
2. An Association representative may speak to the teachers at the close of any meeting referred to in paragraph 1 above on the request of the representative.
3. The notice of an agenda for the principal's portion of any meeting shall be given to teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

XI. Salaries

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B.
 - 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - 3. Teachers employed for an academic year shall indicate in writing to the Superintendent of Schools their desire to participate in a summer payment plan. Such participation shall be governed by procedures set forth in N.J.S. 18A:29-3.
 - 4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 5. Teachers shall receive their final checks on the last working day in June.
- C. The salaries of all coaches and sponsors of extra-curricular activities covered by this Agreement are set forth in Schedules "B" and "C" which are attached hereto and made a part thereof.

XII. Conditions Applicable to All Teachers

A. General

1. Any individual teaching summer school, adult school or home instruction will be compensated at the rate of nine dollars (\$9.00) per hour.

2. Each teacher shall be granted two personal business days per year and shall not be required to state a specific reason for requesting same. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools.

Requests for personal business leave must be submitted 48 hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise. Only 5% of the unit members may be off on personal business leave on any one day. Any unused personal business leave will be added to accumulated sick leave.

3. All money collections and clerical work resulting from the sale of goods or services within the school from which the school receives no monetary compensation shall be handled by company representatives and not teachers.

4. All teachers, in the event of death in the immediate family, shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as hereinafter stated:

(a) An allowance up to five calendar days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent:

(1) Teacher's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the teacher's household.

(2) Brothers and sisters of the teacher and the parents of the teacher's spouse.

(3) Legally adopted members of the family and step-relationships as outlined in (1) and (2).

(b) An allowance of one day shall be granted to attend the funeral of any of the following:

(1) Uncles, aunts, grandparents and grandchildren of the teacher.

(2) Brothers-in-law and sisters-in-law of the teacher.

(c) With the approval of the Superintendent, an additional day for travel shall be granted to attend the funeral of any of the above persons in b. (1) and (2) when such funeral is at a place in excess of 300 miles from Pennsville Township.

ARTICLE XII, continued

5. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by any employee group or groups or (b) an emergency or disaster other than one resulting from inclement weather or mechanical failure necessitating the closing of a building, any resulting extension of the school year by the Board, in order to meet State requirements for a minimum school year, shall not constitute grounds for a claim for additional salary in excess of any employee's contracted annual salary to be paid for such extended school year.
6. The work year for employees covered by this Agreement shall consist of 183 instructional days for pupil instruction. In addition, employees shall be required to work the following non-instructional days:
 - One (1) full day of in-service training for all teachers.
 - One (1) full day of orientation for all teachers.
 - One (1) full day of orientation for teachers new to the School District.
7. Credit shall be given for full-time teaching experience, up to a maximum of four years, in private and parochial schools or colleges and universities if the teacher was fully certified at the time of such experience. Any teacher presently employed in the district, and having such experience, will be placed on his appropriate place on the salary guide, upon verification of said experience and certification.
8. Any teacher when traveling in his own car on school business approved by Superintendent of Schools shall be recompensed at the rate of 12 cents per mile on presentation to the Board of Education of a detailed voucher.
9. Teachers shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave or personal business days:
 - (a) Time necessary for mediation or fact-finding hearings if held during the school day.
 - (b) Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.
10. As of the effective date of this contract all teachers employed shall be entitled to fifteen (15) sick leave days per year, which shall be accumulated from year to year with no maximum limit.

XIII. Adult Evening School, Summer School, Home Teaching, and Other Programs

- A. Applications for teaching positions in summer school will be accepted after the preceding March 1 and no later than the preceding June 1. Applications for teaching positions in Adult Evening School will be accepted prior to September 1 and January 1 of the fall and spring semesters, respectively. Home instruction openings will be posted as they occur. Applicants for these positions will be notified of the action taken by the Superintendent of Schools as soon as possible after appointments are made.
- B. Criteria: In filling such positions, consideration shall be given to a teacher's area of certification, major and/or minor field of study, quality of teaching performance, and attendance record. When all other factors are substantially equal preference shall be given first to teachers who have taught the grade and/or subject in question on a regular basis in the Pennsville School District at any time during the preceding three (3) years.
- C. Any teacher teaching in the above programs will be compensated at the tutorial rate effective at that time. (ARTICLE XII-A-1)
- D. Each teacher applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building.

XIV. Teacher Transfer

The Board and the Association recognize that teacher transfers and reassignments may be disruptive of the educational process and optimum teacher performance unless there are procedures which assure fairness and guarantee full consideration of the individual interests of teachers as well as the over-all interests of school administration.

A. Teacher Request

1. A teacher may request a change of school, grade assignment, or both when such request is made in writing to the superintendent. This request should be submitted as early in the year as possible.
2. The superintendent will determine the disposition of the request, using the following criteria as a guide:
 - (a) Will the transfer be in the best interest of the students?
 - (b) Will the transfer be in the best interest of the school and the teacher?
 - (c) Seniority in the district.
3. When two qualified teachers request the same position, as a general rule, seniority in the district will prevail; however, the superintendent shall have the right to use his discretion in excepting this condition. If, in the considered judgment of the superintendent, this condition should be excepted, that person, or persons, having the greater seniority shall have the right to appeal through the grievance procedure.
4. Upon request by the teacher, the superintendent will furnish to the teacher the reason(s) why he or she was not selected for the position(s) which were specified in the transfer request.
5. A list of known vacancies that will exist for the following year should be posted in all schools so that the teachers may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer, this list will be kept posted in the office of the superintendent.

B. Administrative Decision

1. The superintendent shall assign teachers throughout the district to provide the best possible educational experience for all children.
2. When the superintendent believes that a transfer will be in the best interest of the teacher or the school(s) affected, the teacher will be advised in writing of this decision immediately.
3. If a principal believes that the transfer of a teacher will serve the best interests of the school, he may submit a written request to that effect to the superintendent. If such a transfer is to be made, the teacher will be advised in writing immediately.
4. If an involuntary transfer is to be made, then the grievance procedure agreed upon between the Association and the Board may be followed at the instigation of the teacher involved.

XV. Class Size

The Board agrees to continue its effort to keep class sizes at an acceptable level as dictated by the building facilities available, the availability of qualified teachers, the financial impact on the School District, and the best interests of students and the community. The Board recognizes the class size recommendations of the State Department of Education and takes them into consideration in planning staffing patterns. This shall not hinder, however, administrative flexibility in establishing classes involving team teaching, large group instruction or use of para-professionals and volunteers under the supervision of certified teaching personnel.

XVI. Modification of Agreement and Negotiation of Successor Agreement

The duration of this agreement shall be for two (2) years with negotiations on Salary Schedules A, B, and C, and on one non-money item after one year.

XVII. Statutory Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XVIII. Duration of Agreement

- A. This AGREEMENT shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978, subject to the Association's right to negotiate over a successor AGREEMENT as provided in the Negotiation Procedure (ARTICLE II). This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This AGREEMENT will be printed in a convenient folder form, the cost of which shall be borne by both parties. However, the Board's share of the cost shall not exceed \$150.00.
- C. In witness thereof the parties hereto have caused this AGREEMENT to be signed by their respective representatives.

PENNSVILLE EDUCATION ASSOCIATION:

PENNSVILLE BOARD OF EDUCATION:

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

TEACHERS' SALARY SCALE

1977-78

	<u>Non-</u> <u>Degree</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M</u>	<u>M+30</u>	<u>M+60</u>	<u>D</u>
1	9,225	9,700	10,250	10,775	11,550	12,325	13,100
2	9,725	10,200	10,750	11,275	12,050	12,825	13,600
3	10,225	10,700	11,250	11,775	12,550	13,325	14,100
4	10,725	11,200	11,750	12,275	13,050	13,825	14,600
5	11,225	11,700	12,250	12,775	13,550	14,325	15,100
6	11,725	12,200	12,750	13,275	14,050	14,825	15,600
7	12,225	12,700	13,250	13,775	14,550	15,325	16,100
8	12,725	13,200	13,750	14,275	15,050	15,825	16,600
9	13,225	13,700	14,250	14,775	15,550	16,325	17,100
10	13,725	14,200	14,750	15,275	16,050	16,825	17,600
11	14,225	14,700	15,250	15,775	16,550	17,325	18,100
12	14,825	15,300	15,850	16,375	17,150	17,925	18,700
13	15,525	16,000	16,550	17,075	17,850	18,625	19,400
14	16,225	16,700	17,250	17,775	18,550	19,325	20,100
16,	16,625	17,100	17,650	18,175	18,950	19,725	20,500
21	17,125	17,600	18,150	18,675	19,450	20,225	21,000
26	17,625	18,100	18,650	19,175	19,950	20,725	21,500
31	18,125	18,600	19,150	19,675	20,450	21,225	22,000
36	18,625	19,100	19,650	20,175	20,950	21,725	22,500
41	19,125	19,600	20,150	20,675	21,450	22,225	23,000
46	19,625	20,100	20,650	21,175	21,950	22,725	23,500

COACHES' SALARY SCALE

1977-78

			<u>Yearly Increments</u>	
	Director of Athletics		\$800 - \$1700	\$150
	Intra-Mural		\$100 - \$ 200	\$ 50
Level I	Football	Head Coach	\$850 - \$1550	\$100
		Asst. Coach (5)	\$650 - \$1000	\$100 (1 @\$50)
Level II	Basketball - Wrestling			
		Head Coach	\$700 - \$1250	\$100 (1 @\$50)
		Asst. Coach (2)	\$550 - \$ 850	\$100
Level III	Baseball - Track - Hockey - Softball			
		Head Coach	\$600 - \$1100	\$100
		Asst. Coach (2)	\$400 - \$750	\$100 (1@\$50)
Level IV	Tennis - Cross Country - Golf - Cheerleading*			
	Faculty Manager (Asst. Coach Level)			
		Head Coach	\$400 - \$900	\$100
		Asst. Coach	\$300 - \$650	\$100 (1 @\$50)
	*Cheerleading - Junior High		\$150 - \$350	\$100

EXTRA-CURRICULAR ACTIVITIES COMPENSATION
1977-78

		<u>Yearly Increments</u>
Activities Director	\$500 - \$800	\$100
Band Director - PMHS	\$350 - \$650	\$100
\$80 per competition		
\$100 extra if involved in a musical show		
Assistant	\$150 - \$350	\$100
\$40 per competition		
Band Front Advisor	\$200 - \$400	\$100
\$40 per competition		
Class Advisors		
Senior (2)	\$500	
Junior (2)	\$500	
Sophomore (2)	\$400	
Freshman (2)	\$200	
8th Grade (2)	\$100	
7th Grade (2)	\$100	
Choral Director	\$200 - \$400	\$100
\$100 extra if involved in a musical show		
Dramatics Advisor	\$350 each play	
\$100 extra if involved in a musical show		
Honor Society	\$150	
Literary Magazine Advisor - PMHS	\$200 - \$400 --	\$100
Newspaper Advisor	\$200 - \$400	\$100
Orchestra Director	\$200 - \$400	\$100
Safety Patrol Advisor (5)	\$150	
Stage Management Advisor - PMHS	\$500 - \$800	\$100
Student Council Advisor - PMHS	\$250 - \$450	\$100
Jr. High	\$150 - \$350	\$100
Visual Aids - PMHS	\$200 - \$400	\$100
Jr. High	\$200 - \$400	\$100
Yearbook - Business Advisor	\$150 - \$350	\$100
Literary Advisor	\$250 - \$450	\$100

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