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AGREEMENT

Perth Amboy, City of Board of Education
between
THE BOARD OF EDUCATION

of the

CITY OF PERTH AMBOY
NEW JERSEY

and

PERTH AMBOY FEDERATION
OF TEACHERS
Local 857, American Federation
of Teachers, AFL-CIO

covering

Teachers' terms and conditions
of employment

✓ July 1, 1987 - June 30, 1990

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AGREEMENT

THIS AGREEMENT entered into this 22nd day of DECEMBER, 1987, by and between the Board of Education of Perth Amboy, New Jersey, hereinafter called the "Board" and the Perth Amboy Federation of Teachers, Local 857, AFT, AFL-CIO, hereinafter called the "Federation".

ARTICLE I
RECOGNITION

- A. The Board recognizes the Federation as the sole and exclusive bargaining agent pursuant to Chapter 123 of 1974 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all professional personnel including classroom teachers but excluding custodians, secretaries, and employees in an administrative or supervisory capacity.
- B. Said professional personnel including classroom teachers, department heads who teach three or more periods per day, special service personnel, librarians, nurses, guidance counselors, resource teachers and reading language development teachers and does not include anyone in an administrative or supervisory capacity in the above categories.
- C. The Federation accepts the requirement of the above named act to represent equally all members of the above-defined unit.

ARTICLE II
NON-DISCRIMINATION

The parties affirm their intent, as required by existing statute, to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, sex, or marital status or membership or participation in an association with the legal activities of any employee organization.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by a member of the unit above defined that there has been to him a personal loss, injury or inconvenience because of an interpretation, application or violation of policies, agreements and administrative decisions affecting them, except the term "grievance" shall not apply to: (1) any matter for which a method of review is prescribed by law, or (2) any rule or regulation of the State commissioner of Education, or (3) any matter which according to law is limited to action by the Board alone, or (4) a complaint of a non-tenure teacher which arises by reason of his not being reemployed (non-tenure teachers have rights conferred by law), or (5) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated in writing by the teacher within forty-five (45) calendar days from the time when the teacher knew or should have known of its occurrence and failure to act shall constitute abandonment.

2. (a) The definition of grievance in Section 1 of this Article cannot prohibit the employee from filing a grievance nor can this Section 2 prohibit the Board from asserting any portion of the definition as a defense against a grievance once filed.

(b) The Federation may file a grievance concerning the application or interpretation of this Agreement.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the 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.
2. Any teacher who has a grievance shall discuss it first with his principal or immediate superior, if applicable in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, he shall initiate a grievance in writing to the

principal within the forty-five (45) calendar day period above specified, 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
- (e) The remedy being sought

The principal shall recommunicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.

4. (a) The teacher, no later than five (5) days after receipt of the principal's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal as specified above and his or her 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; but in the event that the matter comes to the Superintendent during his vacation period, then he shall resolve the matter within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the teacher and the principal.

(b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance and if irreparable harm will result to the grievant, the Federation may submit the grievance to the Board through the Board Secretary.

5. If the grievance is not resolved to the teacher's satisfaction no later than five (5) school days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days after receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an arbitrator.
 1. Aggrieved or his representative shall within the ten (10) school day period, above defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 2. Thereafter, the parties shall abide by the Rules and Regulations of the American Arbitration Association for the selection of an arbitrator.
 - (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing, nor subtract anything from the Agreement between the parties or any policy of the Board of Education and his award shall be binding upon the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) calendar days of the arbitration hearings.
8. When any of the above periods occur during the summer vacation, "school days" shall be construed to

be "calendar days" exclusive of Saturday, Sunday and holidays.

9. Rights of Teacher to Representation.

(a) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Federation.

(b) When a teacher is not represented by the Federation in the processing of a grievance, the Federation shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in progress, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(c) The Board and the Federation agree that no reprisals of any kind shall be taken by either party or by any member of the administration or by any member of the negotiating unit against any participants in the grievance procedure by reason of such participation.

10. Grievances arising from the written or verbal directives of any supervisor or administrator above the rank of principal may be first discussed with or submitted to the Superintendent.

11. Meetings and hearings held under this Grievance Procedure shall generally be conducted on non-school time. Persons proper to be present are defined as all necessary parties.

C. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV

FEDERATION RIGHTS

- A. 1. During the term of this Agreement, the Federation may designate one official who is a teacher in grades nine through twelve who shall be assigned no more than one teaching period which shall be the first period of the day. The Board shall provide 1/5 of the official's annual salary and the entire cost of employee benefits while the Federation provides 4/5 of the annual salary. All employment rights shall remain in full force for said official during the term of this Agreement. Such official shall have the right, after giving adequate notice to his own, and subsequent principals, or in the event of unavailability of principal then principal's office, to visit other schools within the school district, but nothing herein shall permit said official to interrupt teachers during teaching periods.
2. The president or his designee shall be permitted to leave his school to go to another school site in the system for the purpose of Union business during his preparation or his lunch period if he reports to his principal's office upon leaving and returning and reports to the office of the principal of the school he is visiting upon entering and leaving. Such

designee shall be named to his principal and the Superintendent no later than October 1 and the designee may only function when the president is absent from the school due to illness or is on leave under any terms of this Agreement. No designee shall function until such letter of notification is given to the principal and the Superintendent. Such letter need not be renewed until a new designee is appointed by the president of the Union. If the president and official in A-1 is the same person, the designee may operate. Nothing herein shall permit either person to interrupt teachers during teaching periods.

- B. 1. The Board shall mail to the Federation three copies of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to the members of the Board.
 - 2. When and as members of the Board are notified of regular or special meetings of the Board, the president of the Union shall also be notified. The Federation shall receive a copy of the agenda for the Board meetings in advance of said meetings if and when an agenda is distributed in advance to the Board.
- C. Adequate space on a bulletin board in each school has been determined by the Federation representatives and

the principal of that school, such space to be exclusively available to the Federation for the posting of material. The Federation agrees that it at no time use such space for posting any material which is unethical, unprofessional, or violate of law.

- D. The Federation may call meetings in each school, subject to adequate notice and approval from the principal. Such meeting shall not interfere with normal school activities and the principal shall not unreasonably refuse approval. The Federation shall notify the business office immediately upon receiving approval from the principal.
- E. The Federation shall use the school mail boxes and shall present a copy of material placed therein to the principal when mail boxes are being used for a general distribution. The Federation may utilize the public address system for notices and formal announcements at the time the system is regularly used for that purpose. Notices of Federation functions shall be included in school publications.
- F. When the parties schedule a negotiating session during the normal school day, the members of the Federation negotiating team, not to exceed six (6) (no more than two (2) from any school) shall suffer no loss in pay.

- G. The Federation shall have the right to use school equipment, subject to the approval of the supervisor in charge of the equipment, at reasonable times when the equipment is not otherwise in use. Such approval shall not be unreasonably withheld. The Federation shall use their own materials and supplies.
- H. All Federation rights contained in this Agreement shall be available exclusively to the Federation, as the recognized bargaining representative for the unit herein defined.

ARTICLE V

GENERAL CONDITIONS

- A. Meetings shall be held between the Superintendent or his designee and the Federation normally on a monthly basis to discuss matters of educational policy and development.
- B. Meetings shall be held between the principal or his designated administrative representative and representatives of the Federation stationed in that school, after normal school hours, normally on a monthly basis to discuss matters pertaining to the school. Such discussions will not include grievances or the implementation of the Agreement.
- C. 1. There shall be a minimum of three (3) evaluations a year for non-tenure teachers and follow-up conferences with constructive criticism if the teacher requests it, and/or if the evaluator initiates it. These evaluations are to be completed by April 30.
2. Any written evaluation of a tenure teacher shall be drawn to the attention of and shall be discussed by the principal and/or evaluator with the teacher.
3. The evaluator's copy of any written evaluation of a teacher will be shown and discussed with the teacher, and shall be signed by the teacher. Such

signature shall signify that the teacher is aware of the contents of the evaluation. Signature shall not constitute approval or disapproval of the contents of the evaluation. In the event the teacher refuses to sign the evaluation, the principal shall so note on the evaluation.

4. The evaluator's copy of the Annual Written Performance Report will be shown and discussed with the teacher and in except unforeseen circumstances, these evaluations shall be completed by the end of the school year.
5. If the teacher so desires, he may make a written response to the evaluation and such response shall be attached to the filed evaluation.
6. The teacher shall be provided with a copy of his/her written evaluation immediately upon the conclusion of the conference and/or observation, provided results of the conference do not require a change in the evaluation.
7. A non-tenure teacher who is not granted a contract may request a meeting with the Superintendent who shall meet with the teacher within a reasonable time after receipt of the request. If dissatisfied with the meeting with the Superintendent, such non-tenure teacher may request a meeting with the Board or a committee thereof for the sole purpose of explaining

his position concerning such failure to be offered a contract. The Board may, but shall not be required to respond other than to affirm or deny their position.

- B. The provisions of Section C (7) above shall also apply to any certified personnel in a position without tenure such as Department Heads, Club Advisors, Coaches (Athletic, Dramatic), Class Advisors, and Publication Advisors, due to lack of appointment to or lack of retention in their position.

- D. All classroom evaluations and observations shall be made openly and with full knowledge of the teacher.

- E. Prior to January 31st, the Federation shall meet with the Superintendent and submit its recommendations for the school calendar for the following school year. After adoption by the Board, the school calendar for the year shall be attached to the Agreement for informational purposes only. The school calendar is subject to change at the sole discretion of the Board.

- F. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board shall make available, if practicable and possible, in each school a lounge and/or work study room for the

teachers. The Board agrees to attempt to provide work areas in each school for all members of the unit.

- G. As early as possible in the school year, each teacher shall receive a directory of names and addresses of the professional staff. Two copies of the directory shall be forwarded to the Union and each school.
- H. The administration will make an effort to minimize classroom interruptions.
- I.
 - 1. Normally, there shall be no more than one nonaccumulative faculty meeting per month. Except in the event of an emergency, such meetings shall not be called without at least 72 hours notice. If a teacher submits a recommendation for a subject to be included on the agenda at least 48 hours before the time of the scheduled meeting, such recommendation shall be considered.
 - 2. Any other meetings scheduled by an administrator and/or supervisor must have the advanced approval of the Superintendent of Schools.
- J.
 - 1. Each elementary school teacher, below grade five with a minimum of two (2) marking periods experience in the Perth Amboy Schools, shall be entitled to five preparation periods of no less than thirty (30) minutes each during each school week except when the

specialists assigned is absent from school. Effective July 1, 1989, each elementary school teacher, below grade five with a minimum of two (2) marking periods experience in the Perth Amboy Schools, shall be entitled to six (6) preparation periods of no less than thirty (30) minutes each during each school week except when the specialists assigned is absent from school. In the event the specialist assigned is absent from the school and no suitable substitute is assigned, the teacher required to keep the class during the normally scheduled preparation period will be compensated at the rate of \$11.40 per preparation period for the 1987-88 school year, \$11.90 per preparation period for the 1988-89 school year and \$12.40 per preparation period for the 1989-90 school year.

2. In the event it is necessary to reduce the number of specialists in the school system, the Administration will discuss with the Union utilizing the weekly library period, if such exists and is coordinated by the librarian, in an attempt to continue providing each elementary teacher with their preparation periods as stated above (Article V.J.1.), except when the specialist or librarian is absent from school.
3. Preparation periods for all teachers under contract with the Board, who normally receive them, shall be provided within the instructional day and not before

such instructional time begins. The schedule of preparation periods for elementary music teachers shall continue in effect the status quo in the 1978-79 school year.

4. It is understood that guaranteed preparation periods shall be provided on separate days.
- K. Teachers shall continue to be included in the administrative practice involved in recommending textbooks to the Board.
- L. In the event the Board forms a Community Committee to study the utilization of space, the Board shall notify the Union which shall then submit to the Superintendent a list of names of teachers suggested by the Union to serve upon the committee. The Superintendent shall select two (2) from among those proposed by the Union. There is no restriction upon the right of the Superintendent to appoint additional teachers to also serve upon the Committee.
- M. The Board will continue its efforts to keep class size at a reasonable level. It will be the judgment of the Board to determine what is reasonable.
- N. 1. An employee shall have the right to inspect his or her personnel file in the presence of the Superintendent or his authorized designee, to

question or append to any materials contained therein and request removal of any materials by mutual consent that can be shown to be inaccurate.

2. The Board agrees that no derogatory information as defined in Webster's Third International Dictionary, unabridged, will be placed in an employee's personnel file without that employee having the opportunity to see and reply to said information, with such reply to be placed in their personnel file.
3. 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 any such complaint.
- O. The Board agrees that the State Standardized Testing and Testing Program shall not be used by local administrators in the evaluation of classroom teachers.
- P. The Board agrees that it will make no changes in existing Board policy, benefits, or practice related to employee wages, hours, and conditions of employment not specifically included in this Agreement without prior negotiation with the Federation.

- Q. Current per mile travel allowance shall be paid for one (1) trip per day, actual mileage to be paid in one check at the end of the school year, to those teachers who work in two (2) different school buildings per day by traveling during lunch time.
- Payments shall be made by the Board of Education upon the presentation of a voucher by the employee.
- R. The Superintendent, after discussion with the Director of Special Services; may, in his sole discretion, approve Child Study Team/s to work one (1) week in the summer immediately preceding the start of school. It is understood such work shall be at the regular school year working hours, based upon the salary in this agreement.
- S. Playground duty shall no longer be required on a regularly assigned basis in the morning in any elementary school and may be required only in cases of student health or safety emergency.
- T. Social Workers and other members of the Child Study Team may be required, as determined by the Director or the Coordinator of Special Services, to make home visitations at mutually acceptable times and dates. Arrangements for compensatory time home visitations made during non-regular working time shall be made at the

sole discretion of the Director of Special Services
during regularly scheduled working hours.

ARTICLE VI

ASSIGNMENT, TRANSFERS, PROMOTIONS

- A. All teacher assignments shall be made at the discretion of the Superintendent, who shall of necessity, consider many factors, only one of which shall be system-wide seniority. If an assignment is made which is, in effect an "involuntary transfer" the teacher so assigned may request and meet with the Superintendent or his designee to discuss such assignment.
- B. The Board shall post in each school all promotional opportunities, class assignment vacancies and new positions on or about the first day of the month. No promotional position shall be filled during the fifteen (15) day period after postings. Positions for extra assignments involving coaching or extracurricular activity for which extra payment is received will be posted in the system by the appropriate principal whenever those positions are vacant. Any teacher may apply in writing to the Superintendent in accordance with the posting notice and all applications, both from within and without the system, shall be equally considered. All promotional opportunities shall be filled on the basis of merit and ability as determined in the sole discretion of the Board. Upon filling the promotional opportunity, the administration shall notify

the Federation and ~~all remaining applications for that~~
specific position may be destroyed. The Board agrees
that no position shall be filled until such positions
have been posted.

C. Transfers

1. Transfers will encompass movement to a position that does not carry a higher salary requirement than that from which such transfer was requested. All such vacancies shall be posted in each school on a monthly basis. Any applicant for a specific posted vacancy shall immediately write to the Superintendent, requesting such transfer. He may also, if he desires, sign the master list of transfer applicants, to be kept in the Superintendent's office, as proof of his request.
2. Any teacher desiring transfer may indicate any time during his specific interests by signing the master list of transfer applications, in the Superintendent's office. Such signing does not constitute an application for a transfer and such application for transfer can only be by a written response as in paragraph 1 of this section.
3. (a) As a normal procedure, no transfers will take place during the school year.

(b) If the requirements of the situations are such that a new teacher must be hired between the beginning of the school year and December 31st of that school year, and time or circumstances will not make a transfer administratively feasible, such position shall be listed as a vacancy for the beginning of the subsequent school year. If no local teacher is qualified and/or there is no applicant by January 15th of that same school year, then such vacancy shall no longer be listed nor exist.

(c) If the requirements of the situation are such that a new teacher must be hired between January 1 and April 15 of that school year, to fill a vacancy during the school year, and time or circumstances will not make a transfer administratively feasible, such position shall be listed as a vacancy for the beginning of the subsequent school year. If no local teacher is qualified and/or there is no applicant by April 30th of that same school year, then such vacancy shall no longer be listed nor exist.

D. Nothing in this Article shall be construed to indicate that the Board has limited its right to fill any

promotional position or other vacancy by hiring
personnel new to the system:

- E. Thirty (30) days notice shall be given to the Band Directors at the High School, Shull School and McGinnis School prior to any community performance.

ARTICLE VII

SALARIES AND OTHER BENEFITS

- A. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "1" for the 1987-1988 school year.
- B. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "2" for the 1988-1989 school year.
- C. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "3" for the 1989-1990 school year.
- D. Annexed hereto and made a part hereof, as if fully set forth is the list of extracurricular activities for which payment is made, marked Schedule "A" for the 1987-1988, 1988-1989, and 1989-1990 school years.
- E. Annexed hereto and made a part hereof, as if fully set forth is the Coaches' salary guide, marked Schedule "B" for the 1987-1988, 1988-1989, and 1989-1990 school years.
- F. 1. Elementary teachers assigned to extra duty, by proper administrator, or maintaining another teacher's class or students, shall be compensated at the following rate: - Compensation shall be \$57.00

per day distributed among the teachers (not to exceed three) assigned the extra pupils. This rate shall be paid only when the number of such students exceeds five (5) per teacher.

2. Departmentalized teachers, when assigned to substitute, shall be paid \$57.00 upon completion of each five (5) such periods. At the end of the school year, any such work unpaid shall be paid at the rate of \$11.40 per period.

3. In the second year of this Agreement, compensation for the above assignments shall be increased to \$59.50 per day and \$11.90 per period.

4. In the third year of this Agreement, COMPENSATION for the above assignments shall be increased to \$62.00 per day and \$12.40 per period.

5. Volunteers shall first be utilized to act as a substitute during assigned preparation periods.

G. The rate of pay for home tutoring during the 1987-1988 school year shall be \$13.00 per hour, and the rate of pay for home tutoring during the 1988-1989 school year shall be \$13.50 per hour and the rate of pay for home tutoring during the 1989-1990 school year shall be \$14.00 per hour.

H. 1. Any teacher assigned to a curriculum revision which is designated by the Superintendent to be a major

curriculum revision shall be paid \$10.00 per hour during the 1987-1988 school year; \$10.50 per hour for the 1988-1989 school year; and \$11.00 per hour for the 1989-1990 school year for each hour approved by the Superintendent or his designee:

2. When a major curriculum revision is announced by the Superintendent, those members of the bargaining unit interested may, by written letter, inform the Superintendent of their interest in participating in such a revision.
 3. It will be at the sole discretion of the Superintendent as to the number of persons involved in such study, the determination as to whether and when such major curriculum revision shall be made and the amount of time involved.
- I. Teachers will receive the sum of not more than six hundred seventy-five (\$675.00) dollars for the school year 1987-1988, seven hundred fifteen (\$715.00) dollars for the school year 1988-1989 and seven hundred fifty-five (\$755.00) dollars for the school year 1989-1990, in repayment of tuition for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. In order to receive reimbursement, the teacher must provide simultaneously to the Superintendent's office a copy of

the form of letter sent to the school requesting an official transcript, within thirty (30) days of the completion of the semester.

The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of "C" or better and a receipt for money expended; however, such a stipend shall not be paid for any courses required for basic teacher certification.

J. The High School principal after discussion with the department heads in the High School, may recommend to the Board through the Superintendent, individual department heads to work for one (1) week during the summers during the term of this Agreement. In the event such approval is given, the work shall be performed immediately prior to the opening of school and the salary for one (1) week shall be based upon the salary in this Agreement.

- K. 1. In accordance with State law, the Board of Education shall appoint two (2) from among the high school guidance counselors applying to work during the summer and who shall receive one (1) month's salary based upon the salary schedule attached to this Agreement.
2. Two (2) Middle School counselors -- one at Shull and one at McGinnis will work a minimum of ten (10) days

In July or August at the discretion of Administration at a rate of pay of 1/200ths of individual's salary for each day worked.

L. The following additional compensation shall be paid to the following categories of the unit in addition to their placement on the teachers' salary guide for the same years of experience and training:

1. Guidance Counselors

- a. \$825.00 during the 1987-1988 school year.
- b. \$875.00 during the 1988-1989 school year.
- c. \$925.00 during the 1989-1990 school year.

2. Department of Special Services

- a. \$750.00 during the 1987-1988 school year.
- b. \$800.00 during the 1988-1989 school year.
- c. \$850.00 during the 1989-1990 school year.

M. Department Chairpersons

1. Compensation shall be paid in addition to their placement on the teachers' salary guide for the same years of experience and training as follows:

- a1. \$650 for 1987-1989 if assigned to grades 7-12
- a2. \$700 for 1989-1990 if assigned to grades 7-12
- b1. \$400 for 1987-1989 if assigned to grades 9-12
- b2. \$450 for 1989-1990 if assigned to grades 9-12
- c1. \$60 for 1987-1989 additional for each teacher or major fraction thereof (excluding chairperson) in grades 9-12.
- c2. \$65 for 1989-1990 additional for each teacher or major fraction thereof (excluding chairperson) in grades 9-12.

2. Classroom teaching assignments shall be as follows:

a. <u>No. of Teachers in Department within Grades 9-12 (excluding chairperson)</u>	<u>No. of Assignments</u>
5 or less	5
5.1 to 10	4
10.1 or more	3

3. The current incumbents in the social studies and foreign language departments shall be grandfathered for the term of the contract as follows:

- a. Compensation - \$1,175.00 in 1987-89 and
\$1,225.00 in 1989-90
- b. Assignments - Three (3) classes per day

N. Summer Pay

The Board agrees to deduct ten (10%) percent of the pay from each pay check authorized by any employee covered by this Agreement so long as money so deducted is forwarded to one account contained at one institution designated by the Federation.

- O. 1. Teachers as defined in Title 18A who retire from the Teachers Pension and Annuity Fund or the Public Employees' Retirement System, shall be entitled to a lump sum payment for reimbursement of accumulated sick leave as follows: After July 1, 1987, fifty (50%) percent of unused accumulated sick leave up to a maximum of eight thousand (\$8,000.00) dollars after July 1, 1988, fifty (50%) percent of unused accumulated sick leave up to a maximum of eight

thousand five hundred (\$8,500.00) dollars and after July 1, 1989, fifty (50%) percent of unused accumulated sick leave up to a maximum of nine thousand (\$9,000) dollars.

2. Retirees may elect to receive their lump sum payment for reimbursement of accumulated sick leave up to seven (7) months after their effective date of retirement provided said employee retired at the conclusion of the school year. Employees retiring at any other time other than the conclusion of the school year will receive their lump sum payment at the conclusion of one (1) month after the effective date of their retirement. Employees retiring at other than the conclusion of the school year will have their sick day credit for their last year of employment adjusted to the percentage of the whole year they are actually employed prior to their effective date of retirement.
3. Upon the death of an employee, the employee's beneficiary shall receive the amount due to the employee under the Sick Leave Reimbursement Clause due to the deceased, provided the employee had worked twenty (20) years or more in the Perth Amboy School System.
4. Employees applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions as described

above which are also in effect at the time employment terminates. Payment will be rendered to employee on date he/she is termed eligible to receive pension payments as certified by the Teachers' Pension & Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the employee to provide proof of pension certification to the Board of Education office in order to receive compensation.

- P. Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a single agreed-upon Credit Union. The Federation will submit authorization cards for new employees or for any employee who wishes to change deductions to the payroll department or Board Secretary by Sept 30th. The Board shall have until January 1, 1988 to computerize deductions.
- Q. Any employee hired prior to July 1, 1987, whose initial placement entitles him/her to a pro rata portion of an increment, shall be grandfathered and continue to be so placed. Effective July 1, 1987, any new employee who works one-half (1/2) or more of their regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of their regular annual assignment shall receive no increment for the following year.

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave

1. Employees of the Perth Amboy Board of Education with twenty (20) years or less of cumulative employment shall be allowed full pay during a school year and shall accumulate a maximum of unused sick leave, in any year as follows:

- (a) Ten month employees - ten (10) days
- (b) Eleven month employees - eleven (11) days
- (c) Twelve month employees - twelve (12) days

2. Personnel employed for more than twenty (20) years by the Perth Amboy Board of Education and teachers employed by the Board who have twenty (20) years of accumulated public school teaching experience and who, unless expressly waived by the Board upon the recommendation of the Superintendent, have been so engaged for over two years next preceding their employment by the Perth Amboy Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave, in any year as follows:

- (a) Ten month employees - fifteen (15) days
- (b) Eleven month employees - sixteen and one-half (16-1/2) days sick leave, fifteen (15) of which are cumulative

- (c) Twelve month employees - eighteen (18) days,
fifteen (15) of which
are cumulative
3. (a) Any teacher whose sick leave exceeds the annual sick leave and the accumulated sick leave shall be entitled to apply to the Board of Education for an additional maximum sick leave of forty (40) days or to the end of the school year, whichever is less, for an extended or serious illness; provided, however, that for such additional period such person shall receive each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute, if none is employed. A day's salary is defined as 1/200ths of the annual salary.
4. Teachers absent from school because of accidental injury arising out of or in the course of employment shall receive for up to one calendar year, full salary and all benefits as if they were present on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the employee.
5. The Superintendent of Schools may require a teacher to furnish a physician's certificate of illness

before allowing pay for days absent on account of personal illness, and in each case in which he does not require a physician's certificate, he shall require the teacher to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent of Schools and shall be kept on file. It is the responsibility of the teacher to forward the proper statement to the Superintendent's office immediately upon his/her return from absence.

6. The rules governing sick leave pay of employees who are absent on account of illness shall apply to the cases of employees who are unable to report to duty on the first day of school at the beginning of the school year. Employees who are unable to report to duty on the first day of school due to personal illness shall notify the Superintendent of Schools and shall furnish a physician's certificate.
7. Teachers hired on or after October 1st of any school year shall have their sick days prorated at the rate of one day per full month of service remaining to the end of the year. Such days shall be available after the first day that the teacher actually reports to work.
8. Teachers shall be entitled to a stipend of \$250 for the 1987-1989 school years and \$300 for the 1989-1990 school year for perfect attendance with

the exception of professional days and death in the family days.

- B. 1. All teachers are entitled to up to three (3) personal days, two (2) of which may accumulate as sick leave if not used, up to a maximum of fifteen (15) per year, without requiring in advance, the specific approval of the Administration, subject to the following restrictions:
- (a) Except in the event of an emergency making such notice impossible, at least three (3) school days, and more if possible, of notice shall be given in order to provide for substitutes.
 - (b) Normally such leaves shall not be granted on the first day of school in September nor on the last day of school in June or immediately prior to or after any scheduled vacation period or school holiday.
- In emergency circumstances, a personal day with reason may be granted in the above circumstances upon prior approval of the Superintendent of Schools. If the Superintendent cannot be reached for such advanced approval, an employee who takes such a personal day risks having his/her pay deducted

if subsequent approval is not granted. In any event, denial of approval for any such day is not subject to the grievance procedure.

(c) A personal leave day in normal instances shall be construed to mean a full day.

(d) Teachers shall be entitled to personal days pursuant to their date of hire as follows:

If hired prior to October 1st - three (3) days
If hired between October 1st
and April 1st - two (2) days
If hired after April 1st - one (1) day

(e) Such leave days will be used for personal business normally unable to be completed after the normal school hours, and will not be used as additional vacation, holiday, nor for any concerted activity, and each teacher taking a personal leave day shall sign the following certificate:

"I hereby certify that the following date(s) were used for personal business which I was unable to conduct after normal school hours. I did not use this (these) day(s) as additional vacation, holiday, or for any concerted activity."

Date(s) _____

Signature

Date

(f) The immediate supervisor shall be notified by the employee of the request for personal leave

that has been forwarded to the Superintendent's office simultaneously with the forwarding of the request to that office.

C. Duly elected representatives of the Federation, not exceeding four, shall be granted leaves of absence to attend either the American Federation of Teachers, AFL-CIO, Convention or the New Jersey State Federation of Teachers Convention, not exceeding a total of two days in any one year.

D. Maternity Leave

1. Any female employee upon becoming aware of a pregnancy shall, during the fourth month of pregnancy, report same in writing to the Superintendent of Schools and also state the expected date of birth.
2. Any pregnant teacher may apply to the Board of Education for a disability leave of absence. The disability leave dates shall be supported by a physician's certificate which shall allow for the use of accumulated sick days during the period of twenty (20) work days before and twenty (20) work days after the date of birth.
3. A pregnant teacher may request disability leave for more or less than twenty (20) work days before and/or after the anticipated date of birth upon

presentation of and approval by the district's Medical Officer of the attending physician's certificate supporting said specific further disability and related complications.

4. Said employees need not apply for a Maternity Leave of Absence but she may apply for a Maternity Leave of Absence without pay at her own discretion which will not be denied by the Board upon proof of pregnancy.

Said voluntary leave shall be up to two (2) full consecutive school years. An initial leave request must be from the date of commencement until the end of that current school year. A subsequent extension for all of the following school year may be requested and granted. In all such instances, however, a leave and/or extension of a leave must end with the conclusion of a school year and the teacher must return to work at the commencement of the following school year.

5. An employee not applying for a Maternity Leave of Absence and who continues to work shall upon the sixth month present a certificate of physical fitness from a doctor. A new certificate shall be submitted the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.

6. A teacher on maternity leave may be reinstated at any time during the period of her leave provided that a suitable vacancy exists upon her request to the Board.
7. Maternity Leave of Absence without pay may be extended for up to one year provided that the date of return is at the inception of a school year, if requested by the teacher.
8. All seniority rights shall be maintained during the period of maternity leave.
9. The Superintendent of Schools will not remove any tenured or non-tenured employees from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following basis:
 - (a) The Superintendent has found that her work performance has noticeably declined by reason of the pregnancy; but before relieving her of her duties, the Superintendent of Schools shall give the said employee an opportunity to be heard on the matter. Any other just cause as a result of her condition. The Superintendent's decision may be appealed, as provided for in the grievance procedure

- (b) The pregnant employee cannot produce a certificate from her physician that she is medically able to continue working.
- (c) In the event the Superintendent feels that she cannot continue working or that she is not yet ready to come back to work, the Superintendent shall select a physician from a list of physicians submitted to the Superintendent by the Federation, fifty (50%) percent of whom are on the staff of Perth Amboy General Hospital, to determine if she can continue to work or to return to work. The medical opinion of this physician shall be conclusive and binding on the issue of medical capacity to continue or resume working.
10. Any employee who adopted an infant shall be eligible for a child rearing leave if he/she so requests, on the same terms as permitted for the rearing of naturally born children. This provision can only apply to one member of a family.
11. A non-tenured teacher shall not be entitled to a leave of absence beyond the contract year in which the leave was taken.
12. Any teacher who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a second maternity leave if she

becomes pregnant during her leave of absence. No extensions of this second leave of absence shall be granted. (However, anyone on, or having applied for, maternity leave prior to July 1, 1987, shall enjoy the current practice (prior to July 1, 1987.))

E. Military Leave

1. The school statute that is binding upon the school authorities is quoted in full as follows:

18A:6-33 TENURE, PENSION, AND OTHER EMPLOYMENT RIGHTS IN MILITARY AND NAVAL SERVICE SAVED
L. 1944, c.226, p.765, entitled, "An act concerning reasons holding certain offices, positions and employments in the public school system of this State who, after July 1, 1940, have entered or hereafter shall enter the active military or naval service of the United States or of this State, in time of war or emergency, or for or during any period of training or pursuant to or in connection with the operation of any system of selective service, or who, after July 1, 1949, have entered or hereafter, in the time of war or emergency, shall enter the active service of the women's army corps, the woman's reserve of the naval reserve or any similar organization authorized by the United States to serve with the army or navy, and to provide for and protect their rights to employment.

re-employment and the rights, such offices, positions and employments and the rights, privileges and benefits of certain of them in any pension, retirement or annuity fund of which they were or are members in good standing at the time of entering such service and repealing, "An act concerning the holders of offices, positions, and employments in the public schools of this State, concerning re-employment, acquisition of tenure and protecting pension rights when the holders of such offices, positions or employments enter the military or naval services of the United States, and supplementing Title 18 of the Revised Statutes" approved May 19, 1941 (P.L. 1941 c.134) as said Title was amended by Chapter 119 of the Laws of 1942 (P.S. 1942, c.119) "approved April 21, 1944 (P.S. 1944, c.266), as said title was amended by Chapter 91 of the Laws of 1951, and L. 1951, c.91, is saved from repeal. This act provided for leaves of absence to join military or naval service of the United States after July 1, 1940 and saves their tenure pension and other employment rights."

F. Peace Corps, Teacher's Corps, Vista

Teachers may receive a leave of absence of not more than two school years without pay to serve in the Peace

Corps, the Teacher's Corps or Vista. Upon their immediate return to the Perth Amboy schools system no later than the beginning of the school year following termination of said service, they shall be placed on the salary scale at that position they would have normally achieved if they had not been on leave.

G. Sabbatical Leave

1. Sabbatical leave shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.
2. A sabbatical leave of absence may be granted by the Board to any teacher as defined in the salary guide, employed by the Board serving on an annual salary, for the purpose of study or travel in accordance with these rules.
 - (a) Study as here used shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to the Superintendent of Schools. Courses to be taken by applicants during their sabbatical leave shall be subject to the approval of the Superintendent of Schools. Not less than eight (8) points of college credit shall be taken during each semester of sabbatical leave beginning September 1st and ending June 30th.

A leave may be taken for the purpose of writing a dissertation for a doctor's degree.

(b) Travel, as used here, requires the applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted for approval of a recommendation to the Board of Education by the Superintendent. A report shall be submitted to the Superintendent after completion of sabbatical leave.

3. In order to be eligible for a first sabbatical leave for study or travel, a teacher shall have served in the Perth Amboy Public Schools for at least seven consecutive years immediately preceding the beginning of the proposed sabbatical leave. A teacher who shall have had a sabbatical leave for study or travel may apply for a second sabbatical leave for study or travel not earlier than seven years from the close of the first sabbatical leave provided these seven years represent seven consecutive years of teaching years in the Perth Amboy Public Schools.

4. Application for sabbatical leave shall be submitted to the office of the Superintendent of Schools on official forms provided for that purpose and shall be for a period of not less than three months nor

more than one year. Applications for sabbatical leave must be submitted to the Superintendent of Schools not later than sixty (60) days prior to the first day of the leave of absence.

5. Applications shall be considered in the order of their receipt in the Superintendent's office; however, not more than three teachers shall be on sabbatical leave during any one semester.
6. Requests for withdrawal of applications for sabbatical leave must be in the office of the Superintendent of Schools not less than thirty (30) days prior to the first proposed day of the leave of absence.
7. Within one month after the resumption of service following the termination of a sabbatical leave for study or travel, each teacher shall submit to the Superintendent of Schools, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.
8. A teacher granted a sabbatical leave shall receive one-half (1/2) of the salary which he or she would have received if working.
9. Any and all rights and privileges including salary increments to which a teacher in regular employment is entitled shall not be forfeited or impaired by

reason of a sabbatical leave but shall be in full force and effect.

10. If a sabbatical leave is interrupted by serious accident or illness, this fact shall not prejudice the teacher against receiving all benefits provided for under the terms of the sabbatical provided the Superintendent was notified of the accident or illness by registered mail within ten (10) days of its occurrence.
11. If a teacher on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

H. Absence on Account of Death in the Immediate Family

In the case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren of any employee, mother-in-law, father-in-law, or the death of any person who has lived in the home of the employee for some time preceding death, as a member of the household) such employee shall be excused, without loss of pay, for a period of one calendar week. This allowance shall not

extend beyond the seventh day following the date of death. In the case of death of aunts, uncles, brothers-in-law, sisters-in-law, nieces, or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two school days, provided the two days come within five days following the date of death.

I. Quarantine

Employees absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action. In case of inoculations of students with a live virus initiated or administered by either a national, state, county, or local health organization, any pregnant employee, upon submission of a physician's certificate, shall be permitted to leave during the incubation period without any loss of sick leave or pay.

J. Critic Teachers

1. A classroom teacher who serves as a critic teacher for a practice teacher shall be allowed two days absence during the last two weeks of the period of practice teaching without loss of pay provided the practice teacher shall take over the teaching assignment of the classroom teacher for the two days.

2. If a practice teacher does his/her practice teaching with two classroom teachers, each of the two classroom teachers shall be allowed one day absence without loss of pay under the conditions mentioned above.
 3. The days on which classroom critic teachers shall be absent in accordance with 1 and 2 above shall be subject to the approval of the Principal and the Superintendent of Schools.
- K. Teachers may be permitted, with pay, to attend the funeral services of a deceased teacher from their own school faculty; however, it shall be the sole discretion of the Superintendent concerning the number released and specific staff members to be released.
- L. Absence for Attendance at Educational Meetings
The Superintendent of School may, at his discretion, allow teachers to attend educational meeting(s) with pay.
- M. The Superintendent of Schools may grant a teacher's request for professional visiting days during the school year without loss of pay under the following provisions:
1. The teacher's application for permission to visit a school shall be made, in writing, to the Superintendent.

2. Permission shall be granted only with the written approval of the teacher's principal.
 3. Within three (3) days after the visit, the teacher shall make a written report of the visit in duplicate, one copy for his principal and one for the Superintendent of Schools.
- N. Any teacher who is called for Jury Duty during a school year shall seek a postponement to a non-school period (summer recess). If this request is denied, no loss of pay shall be suffered. This is pursuant to the County rules and regulations for Jury Duty where the employee resides.
- O. The Board will continue to provide that which is required by law to any teacher required to take a selective service examination.
- P. The Board will continue to provide that which is required by law to any teacher on temporary active reserve duty.
- Q. Extension of Leave of Absence
There shall be no extension of leaves of absence beyond the ending date of such leaves except by action of the Board of Education. Every request for extension shall be considered individually, on its own merits, and without regard to precedent.

ARTICLE IX

WELFARE

- A. The Board states that it carries insurance for all legal responsibilities of the Board.
- B. 1. The Board shall continue its present insurance coverage which includes dependents (to wit: Hospitalization Medical Service, Major Medical and Dental) and amount of payment made on behalf of the teachers.
- (a) Effective July 1, 1984, benefits shall be coordinated so as to permit spouses who both work for the District to be reimbursed for expenses under the other's policy whenever their own policy limit is exceeded.
- (b) Major Medical Lifetime Maximum Coverage shall be One Million Dollars.
2. The Board shall provide eye examination and eye glass insurance.
3. Effective July 1, 1980, individual employees shall have the right to buy additional Group Life Insurance without cost to the Board, in accordance with the rules and regulations of the Board's life insurance carrier.
- C. It is the responsibility of the employee to report in writing any changes in his or her marital status or

number of dependents for insurance records, and if the employee has not made such written report, the Board is relieved of all insurance liability in reference to such insured coverage.

- D. The present Board practice concerning travel will continue and the travel allowance during the term of this contract shall be five hundred seventy-five (\$575.00) dollars per year and the rate for approved travel outside the community shall be twenty-eight (\$.28) cents per mile.
- E. Effective April 1, 1980, the Board shall pay the premium for \$1.00 co-pay Prescription Drug Plan for employees and their dependents.
- F. Mandatory second surgical opinion shall be required for a minimum of 15 elective surgical procedures as provided by the benefits carrier.

ARTICLE X

DUES DEDUCTION

- A. The Board agrees to continue the practice of deducting from the salary of its employees dues for the Federation. Such employees must voluntarily authorize the Board to make such deductions on the form provided in subparagraph B, this section, and such monies shall be transmitted to the Federation. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Federation and proper action will be taken the following month.

In accordance with Chapter 233, Laws of 1969, the following form shall be used for dues check off for the Federation:

TO: Secretary, Board of Education, School District of
Perth Amboy

I hereby request and authorize the above named secretary of the Board of Education to deduct from my earnings an amount sufficient to provide one-tenth (1/10) of the yearly membership dues, as certified by Local 857, AFT, to the secretary of the Board of Education, to the treasurer of Local 857, AFT, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the secretary of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the secretary of the Board of Education shall deduct any remaining amount due for that school year. I

hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefor.

DATED: _____ Signature _____

School _____

Social Security # _____

Mailing Address _____

- B. Effective July 1, 1988, the Board agrees to authorize the payroll department to deduct one dollar (\$1.00) per pay period as a voluntary contribution to the Federation's Local Political Education Fund. Employees wishing to voluntarily contribute must authorize the Board to make such deductions on the form provided and such monies shall be transmitted to the Federation in conjunction with the deducted dues.

ARTICLE XI

MISCELLANEOUS

A. Central registers established in School #10, Middle School, Shull and High shall continue.

B. All personnel shall use the following procedure to report absences:

Between 4:30 P.M. and 7:00 A.M., the following day, to report an absence call to 826-1845. After listening to the instructional message and hearing a signal BLEEP, the employee will please respond in a normal voice as follows:

1. School
2. Grade
3. Name (Spell last name please)
4. Reason for absence
5. Expected length of absence
6. Whether or not a substitute is required.

Notification should be made as soon as possible when the employee knows he will be absent.

In the event of an emergency after 8:00 A.M., notify the Superintendent's office by telephoning 826-3361.

C. 1. All presently employed teachers shall know their specific assignments for the following year prior to June 15th. No assignment shall be arbitrarily changed by an administrator, but in the case of

undue hardships and/or emergency situations and in cases where administratively necessary, the responsible administrator may reassign a teacher. If such situations should arise after June 15th, the teacher involved shall be notified of any change in his assignment immediately.

2. All schedules for departmentalized teachers shall be available for teacher's information in the principal's office on July 15th or as soon thereafter as practicable. Each principal, in his sole discretion, determines the teacher's individual schedule and may make such changes in it as he deems necessary.

- D. 1. No secondary teachers shall be required to teach more than twenty-five (25) periods a week exclusive of lab periods; however, a teacher may be assigned five (5) additional periods to supervise study halls or to perform such other duties within his job description assigned by the administrator. This provision shall not apply to substitution duties.
2. In the High School, teachers shall report to their duty stations ten (10) minutes before pupils may be in attendance and shall be required to remain not less than nor longer than fifteen (15) minutes after the final dismissal of pupils except in the event of an emergency, meetings with parents, tutorial

sessions with students, meetings with administrators, or other professionals and professional activities.

3. In the elementary schools, teachers shall report to their duty stations fifteen (15) minutes before pupils may be in attendance and shall be required to remain not less than nor any longer than five (5) minutes after the final dismissal of pupils except in the event of an emergency, meetings with administrators, or other professionals and professional activities.

E. Established computer services available at the high school, up to and including the 1982-83 school year, shall be continued.

F. Upon reasonable notice, the Board shall make available to the Federation material and information in the public domain.

G. Each teacher in September shall receive a statement of his/her unused sick leave.

H. Non-tenure teachers shall be informed of their rehiring or non-rehiring on or before April 15th if the school budget passes or April 30th if the school budget is defeated.

- I. No grade will be changed without first discussing such change with the teacher, or if the teacher is unavailable, giving written notice to the teacher when the change is made.
- J. The Board has taken steps to compile a list of all films in the system, such lists containing the date of production and the grade levels of the film, and same shall be available to all teachers.
- K. Nurses shall not transport students and therefore nurses shall no longer receive travel allowance.
- L. Standardized national normal mental ability, achievement and aptitude tests and interest inventories shall be machine scored if machine scored editions are used.
- M. The pertinent sections of Title 18A pertaining to the liability of the Board as it relates to civil or criminal action brought against any employee of the Board is attached to the Agreement for informational purposes only. (Appendix A)
- N. The pertinent sections of Title 18A pertaining to the misconduct of students and their punishment and suspension is attached to the Agreement for informational purposes only. (Appendix B)

APPENDIX B

18A:37.2. Any pupil who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him, or of the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school.

Conduct which shall constitute good for suspension or expulsion or a pupil guilty of such conduct shall include, but not be limited to, any of the following:

- a. Continued and willful disobedience;
- b. Open defiance of the authority of any teacher or person, having authority over him;
- c. Conduct of such character as to constitute a continuing danger to the physical well-being of other pupils;
- d. Physical assault upon another pupil;
- e. Taking, or attempting to take, personal property or money from another pupil, or from his presence, by means of force or fear;
- f. Willfully causing, or attempting to cause, substantial damage to school property;
- g. Participation in an unauthorized occupancy by any group of pupils or others of any part of any school or other building owned by any

0. In any school having Industrial Art work, the Industrial Art teacher shall be the last classroom teacher assigned to homerooms.

ARTICLE XII

BOARD'S RIGHTS

The Board retains the following rights, except as limited by applicable law and the terms of this Agreement.

- A. The right to direct the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons contained in Title 18A.
- D. To determine the methods, means and personnel by which operations are to be conducted.
- E. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIII

AGENCY SHOP

- A. The Board of Education agrees to deduct Agency fees for non-members of the Federation in an amount equal to eighty-five (85%) percent of the annual membership dues.
- B. The Federation agrees to provide to the Board of Education a copy of its "demand and return system" required under law.
- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers, or agents, from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

ARTICLE XIV

NEGOTIATING PROCEDURE

The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.

ARTICLE XV

CONFORMITY TO LAW

Should any provision hereby be held or determined, by any court or agency having jurisdiction, to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are severable therefrom.

ARTICLE XVI

DURATION

The period covered by this Agreement is from July 1, 1987 to June 30, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers the day and year first written above.

BOARD OF EDUCATION
CITY OF PERTH AMBOY, N.J.

ATTEST:

John M. Rodolf

Henry J. James

PERTH AMBOY FEDERATION OF
TEACHERS, LOCAL #857, AFT
AFL-CIO

ATTEST:

Linda Mastromi Cresy

Richard J. Glass

SCHEDULE 1

PERTH AMBOY PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE

1987 - 88 School Year

	BA 7/87	BA 2/88	BA+30 + 775 7/87	BA+30 + 755 2/88	MA +1550 7/87	MA +1550 2/88	MA+30 +2200 7/87	MA+30 +2200 2/88
STEP 0	19300	19300	20075	20075	20850	20850	21500	21500
STEP 1	19400	19400	20175	20175	20850	20950	21600	21600
STEP 2	19500	19500	20275	20275	21050	21050	21700	21700
STEP 3	19600	19600	20375	20375	21150	21150	21800	21800
STEP 4	19900	19900	20675	20675	21450	21450	22100	22100
STEP 5	20300	20300	21075	21075	21850	21850	22500	22500
STEP 6	20800	20800	21575	21575	22350	22350	23000	23000
STEP 7	21350	21350	22125	22125	22900	22900	23550	23550
STEP 8	21900	21900	22675	22675	23450	23450	24100	24100
STEP 9	22200	22925	22975	23700	23750	24475	24400	25125
STEP 10	23000	23950	23775	24725	24550	25500	25200	26150
STEP 11	24000	25500	24775	26275	25550	27050	26200	27700
**STEP 12	32600	34575	33375	35350	34150	36125	34800	36775
***STEP 12	34575	34575	35350	35350	36125	36125	36775	36775
*15 YRS + 750	35325	35325	36100	36100	36875	36875	37525	37525
*20 YRS +1400	35975	35975	36750	36750	37525	37525	38175	38175
*25 YRS +2000	36575	36575	37350	37350	38125	38125	38775	38775

* As defined in rules of the Perth Amboy Board of Education

** NOTE For staff at Step 11 as of 6/30/87

*** NOTE For staff at STEP 12 as of 6/30/87

Guidance Counselors shall receive \$825.00 above the salary of a regular classroom teacher with similar training. Special Services personnel shall receive \$750.00 above the salary of a regular classroom teacher with similar training.

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancements on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, approved by the Board.

SCHEDULE 2

PERTH AMBOY PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE

1988 - 89 School Year

	BA	BA	BA+30	BA+30	MA	MA	MA+30	MA+30
	7/88	2/89	+ 825 7/88	+ 825 2/89	+1650 7/88	+1650 2/89	+2400 7/88	+2400 2/89
STEP 0	20100	20100	20925	20925	21750	21750	22500	22500
STEP 1	20300	20300	21125	21125	21950	21950	22700	22700
STEP 2	20500	20500	21325	21325	22150	22150	22900	22900
STEP 3	20700	20700	21525	21525	22350	22150	23100	23100
STEP 4	21000	21000	21825	21825	22650	22650	23400	23400
STEP 5	21400	21400	22225	22225	23050	23050	23800	23800
STEP 6	21900	21900	22725	22725	23550	23550	24300	24300
STEP 7	22550	22550	23375	23375	24200	24200	24950	24950
STEP 8	23100	23100	23925	23925	24750	24750	25500	25500
STEP 9	23500	24325	24325	25150	25150	25975	25900	26725
STEP 10	24500	25450	25325	26275	26150	27100	26900	27850
STEP 11	26400	27900	27225	28725	28050	29550	28800	30300
** STEP 12	34600	36575	35425	37400	36250	38225	37000	38975
***STEP 12	36575	36757	37400	37400	38225	38225	38975	38975
*15 YRS + 800	37375	37375	38200	38200	39025	39025	39775	39775
*20 YRS +1500	38075	38075	38900	38900	39725	39725	40475	40475
*25 YRS +2175	38750	38750	39575	39575	40400	40400	41150	41150

* As defined in rules of the Perth Amboy Board of Education

** NOTE For staff at Step 11 as of 6/30/88

*** NOTE For staff at STEP 12 as of 6/30/88

Guidance Counselors shall receive \$875.00 above the salary of a regular classroom teacher with similar training. Special Services personnel shall receive \$800.00 above the salary of a regular classroom teacher with similar training.

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancements on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, approved by the Board.

SCHEDULE 3

PERTH AMBOY PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE

1989 - 90 School Year

	BA	BA	BA+30	BA+30	MA	MA	MA+30	MA+30
	7/89	2/90	+ 875 7/89	+ 875 2/90	+1750 7/89	+1750 2/90	+2600 7/89	+2600 2/90
STEP 0	21100	21100	21975	21975	22850	22850	23700	23700
STEP 1	21300	21300	22175	22175	23050	23050	23900	23900
STEP 2	21500	21500	22375	22375	23250	23250	24100	24100
STEP 3	21800	21800	22675	22675	23550	23550	24400	24400
STEP 4	22100	22100	22975	22975	23850	23850	24700	24700
STEP 5	22500	22500	23375	23375	24250	24250	25100	25100
STEP 6	23100	23100	23975	23975	24850	24850	25700	25700
STEP 7	23750	23750	24625	24625	25500	25500	26350	26350
STEP 8	24300	24300	25175	25175	26050	26050	26900	26900
STEP 9	25100	25925	25975	26800	26850	27670	27700	28525
STEP 10	26600	27550	27475	28425	28350	29300	29200	30150
STEP 11	29000	30500	29875	31375	30750	32250	31600	33100
**STEP 12	36600	38575	37475	39450	38350	40325	39200	41175
***STEP 12	38575	38575	39450	39450	40325	40325	41175	41175
*15 YRS + 850	39425	39425	40300	40300	41175	41175	42025	42025
*20 YRS +1600	40175	40175	41050	41050	41925	41925	42775	42775
*25 YRS +2350	40925	40925	41800	41800	42675	42675	43525	43525

* As defined in rules of the Perth Amboy Board of Education

** NOTE For staff at Step 11 as of 6/30/89

*** NOTE For staff at STEP 12 as of 6/30/89

Guidance Counselors shall receive \$925.00 above the salary of a regular classroom teacher with similar training. Special Services personnel shall receive \$850.00 above the salary of a regular classroom teacher with similar training.

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancements on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, approved by the Board.

SCHEDULE A

EXTRA-CURRICULAR STIPENDS

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Drill Team Advisor (2) HS	\$665	\$760	\$855
Director Marching Band	\$1,945	\$2,100	\$2,265
Asst Dir Marching Band (2)	\$1,045	\$1,125	\$1,215
Intra Mural Coord HS	\$2,145	\$2,300	\$2,480
Intra Mural Advisor HS (3)	\$950	\$1,025	\$1,105
Director Play	\$1,200	\$1,300	\$1,400
Asst to Play Director (3each)	\$600	\$650	\$700
Academic Director	\$710	\$770	\$830
Academic Asst Director	\$355	\$385	\$415
Mathlete Advisor	\$580	\$625	\$675
Cheerleader Advisors (2 HS)	\$1,190	\$1,285	\$1,385
Class Advisor (2 each HS)	\$875	\$945	\$1,020
Class Advisor (2 each S&M)	\$285	\$305	\$325
Middle School Yearbook (2 each)	\$525	\$565	\$610
School Patrol (14)	\$305	\$325	\$350
National Honor Society	\$280	\$300	\$320
Student Council	\$875	\$945	\$1,020
Cheerleader Advisor S&M (2)	\$485	\$520	\$560
I-M Volleyball S&M (2)	\$635	\$685	\$738
I-M Wrestling S&M (2)	\$635	\$685	\$738
I-M Basketball S&M (2)	\$635	\$685	\$738
I-M Baseball S&M (2)	\$635	\$685	\$738
I-M Softball S&M (2)	\$635	\$685	\$738
Varsity Basketball S&M (2)	\$1,000	\$1,080	\$1,165
Bowling S	\$635	\$685	\$738
Chess S	\$635	\$685	\$738
Stage Director HS	\$1,935	\$2,090	\$2,255
Periscope & Yearbook HS (2)	\$2,000	\$2,160	\$2,330
Twirling Advisor HS	\$665	\$760	\$855
Twirling Advisor S&M	\$510	\$550	\$590
Sewing Club S	\$420	\$445	\$480
Art Club S	\$420	\$450	\$485

SCHEDULE B

SALARY GUIDE - COACHES

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Football Head	\$3,629	\$3,919	\$4,233
1 Ass't	\$2,198	\$2,374	\$2,564
7 Other Ass.t & Trainer	\$2,106	\$2,274	\$2,456
Basketball Head Boys	\$3,073	\$3,319	\$3,585
1 Ass't Varsity	\$1,582	\$1,709	\$1,846
1 Junior Varsity	\$1,793	\$1,936	\$2,091
1 Freshman	\$1,793	\$1,936	\$2,091
Basketball Head Girls	\$3,073	\$3,319	\$3,585
1 Ass't Varsity	\$1,582	\$1,709	\$1,846
1 Junior Varsity	\$1,793	\$1,936	\$2,091
1 Freshman	\$1,793	\$1,936	\$2,091
Baseball Head	\$2,489	\$2,689	\$2,904
1 Ass't Varsity	\$1,744	\$1,884	\$2,035
1 Junior Varsity	\$1,744	\$1,884	\$2,035
1 Freshman	\$1,625	\$1,755	\$1,895
Softball Head	\$2,489	\$2,689	\$2,904
1 Ass't Varsity	\$1,793	\$1,884	\$2,035
1 Junior Varsity	\$1,793	\$1,884	\$2,035
Track Head Boys	\$2,468	\$2,665	\$2,878
1 Ass't	\$1,582	\$1,709	\$1,846
Track Head Girls	\$2,468	\$2,665	\$2,878
1 Ass't	\$1,582	\$1,709	\$1,846
Indoor Track Head	\$1,744	\$1,884	\$2,035
1 Ass't	\$1,242	\$1,342	\$1,449
Wrestling Head	\$2,425	\$2,619	\$2,829
1 Ass't	\$1,582	\$1,709	\$1,846
1 Freshman	\$1,582	\$1,709	\$1,846
Tennis Head Boys	\$1,528	\$1,650	\$1,782
Tennis Head Girls	\$1,528	\$1,650	\$1,782
Soccer Head Boys	\$2,489	\$2,689	\$2,904
1 Ass't	\$1,625	\$1,755	\$1,895
1 Fresh	\$1,625	\$1,755	\$1,895
Soccer Head Girls	\$2,489	\$2,689	\$2,904
1 Ass't	\$1,625	\$1,755	\$1,895
1 Fresh	\$1,625	\$1,755	\$1,895
Cross Country Head Boys	\$1,474	\$1,592	\$1,719
Cross Country Head Girl	\$1,474	\$1,592	\$1,719
Bowling Head	\$1,323	\$1,428	\$1,542
Weightlifting HS	\$1,404	\$1,516	\$1,637

APPENDIX A

Pursuant to the statutes of the State of New Jersey, Title 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange from and maintain appropriate insurance to cover all such damages, losses and expenses.

Pursuant to the statutes of the State of New Jersey, Title 18A:16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.