

NOVEMBER 26, 2012

AGREEMENT  
BETWEEN THE  
PENNSVILLE EDUCATION ASSOCIATION  
AND THE  
PENNSVILLE TOWNSHIP BOARD OF EDUCATION  
JULY 1, 2012 - JUNE 30, 2015

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**ARTICLE 1**  
**RECOGNITION**

- A. 1. The Pennsville Board of Education recognizes the Pennsville Education Association as the exclusive and sole representative of the professional staff, secretarial staff, clerical paraprofessionals, instructional paraprofessionals, custodial and maintenance staff, Computer Hardware Technician(s), Student Information and Technology Specialist, and Nurse Practitioner as defined below, with the exception of administrators and executive secretaries, as defined below, for collective negotiation concerning the terms and conditions of employment in accordance with Chapter 123, Public Laws 1974.
- 2. Professional staff shall be defined as Classroom Teachers, Librarians, Guidance Personnel, Child Study Team, Nurses, Speech Therapists, Nurse Practitioner, Technology Facilitator and Athletic Trainer.
- 3. Administrators shall be defined as Superintendent, Business Administrator, all full time Directors, Principals, Vice-Principals, Department Supervisors, the Athletic Director and the Supervisor of Buildings and Grounds.
- 4. Executive secretaries shall be defined as the Superintendent's Secretary, the Director of Curriculum's Secretary, the Business Administrator's Secretary, Payroll/Human Resource Secretary, the Accounts Payable Secretary, the Transportation/Maintenance Secretary, and the Student Data Information Secretary. The Director of Curriculum's Secretary will become a union secretary position when the current person is replaced through transfer, resignation or retirement.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all non-supervisory, certificated teaching staff members in the District.
- C. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement shall refer to all secretaries and clerical paraprofessionals except for secretaries listed as Executive Secretaries in A. 4. above.
- D. Unless otherwise indicated, the term "custodial and maintenance staff" shall apply to the following twelve month positions: Head Maintenance, Head Custodian, Maintenance Mechanic, Custodian A, Custodian B, Groundskeeper.
- E. Unless otherwise indicated, the term "Technology Department Non-Certificated" shall apply to any employee appointed by the Computer Hardware Technician or Student Information Technology Specialist titles.
- F. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all members of the defined bargaining unit in A. through E. above, but may be modified by the heading of any article or section which uses one of the terms contained in A. through E. above.

**ARTICLE 2**  
**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. No later than December 1 of the school year in which this contract expires the Board agrees to enter into negotiations with the Association over a successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any

agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

- C. 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 and which is public record.
- D. 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.
- E. 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.
- F. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

### ARTICLE 3 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. An "employee grievant" is the person or persons making the complaint.
- 3. 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 of a grievance within the specified time limits shall permit the grievants to proceed to the next step. In an emergency situation such as an illness, vacation, death in family, this time limit may be extended by mutual agreement between the parties involved.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

- 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.
- c. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

2. Level One

Any employee who has a grievance shall discuss it first with his principal (or other immediate supervisor, if applicable) in an attempt to resolve the matter informally at this level.

3. Level Two

If the employee is not satisfied with the outcome of the discussion at Level One, the employee may file a written grievance. The written grievance must be initiated within 20 calendar days from the date when the grievant knew or should have known of its occurrence and shall be filed with the Principal or immediate supervisor. The Principal (or immediate supervisor) shall respond in writing within five (5) school days.

4. Level Three

The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate supervisor, 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; and (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 supervisor.

5. Level Four

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.

6. Level Five

If the decision of the Board does not resolve the grievance to the 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 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 clerical aide or 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.
  - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
7. 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.
8. The following procedure shall be used to secure the services of an arbitrator:
- a. Either party may request the American Arbitration Association or Public Employment Relations Commission 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 agency to submit a second roster of names.
  - c. If the parties are unable to determine within the ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the agency may be requested by either party to designate an arbitrator.
9. 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. 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.
10. 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.
- D. If any part of the grievance procedure requires the presence of the grievant and/or his chosen representative during any or all of the working day, said person shall suffer no loss of pay.

#### **ARTICLE 4** **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 employee 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 employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured teacher for performance-related reasons.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

It is expressly understood that this provision applies to support staff discharge and increment withholding, but does not apply to:

1. Non-tenure non-renewal for performance related reasons.
  2. Tenure charges.
  3. Teacher increment withholding for performance related reasons.
- C. Whenever any employee is required to appear before the Board or any committee or any member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given five (5) 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 employee 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 1330).
- 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 1330).

- H. The Association may be permitted to use school facilities and equipment, including typewriters, 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 interschool mail facilities and school mail boxes for Association business.
- L. The right and privileges of the employees' 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.
- M. Whenever any civil action has been or shall be brought against any teacher or secretary of the Association for any act or omission arising out of or in the course of performance of the duties of the member's employment, the Board shall defray all costs of defending such action and shall save harmless and protect such person from any financial loss resulting therefrom as required by statute.
- N. Upon proper written application, the Board may grant leave of absence without pay to Maintenance, Custodial and Paraprofessional members for the conduct of Association business, to attend Association conferences or conventions, or to serve as full-time officers. Such employees shall be granted full-time leave of absence, shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments as though he were in regular service. Upon return to service, such employee shall be placed on the assignment which he or she left or on a similar assignment with all accrued benefits and increments that he or she would have earned had he or she been on regular service. Any employee on such full-time leave of absence shall be permitted to pay both his own and the School District's regular contribution to all plans requiring such contributions, provided the same shall not be contrary to law. Such leaves of absence may not exceed a period of three (3) years, unless extended by the board upon written application.

**ARTICLE 5**  
**PERSONAL AND ACADEMIC FREEDOM**

- A. Employees 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 employee or the lack thereof shall be grounds for discipline or discrimination, with respect to the employment of such employee, providing said activities do not violate any local, state, or federal laws.
- B. The personal life of an employee is not an appropriate concern of the Board except where said personal life prevents the employee from properly performing his assigned functions during the work day.



**ARTICLE 6**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. TEACHERS - CREDIT FOR CONTINUING EDUCATION WORK

The Board agrees to implement the following as part of this Agreement.

1. To pay the 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/her regular rate.

2. Credit For Continuing Education Work

- a. Teachers are encouraged to continue further training, which must be in a duly accredited institution.
- b. Candidates for further academic work must register their intention and receive the prior approval of the Superintendent prior to enrolling or embarking on the course.

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.

- c. Stipend Schedule

For post-graduate credits earned:	Per credit per year:
Prior to July 1, 1975	\$ 10.00
On or after July 1, 1975 through June 30, 1980	\$ 15.00
On or after July 1, 1980 through June 30, 1987	\$ 20.00
On or after July 1, 1987 through June 30, 1988	\$ 25.00
On or after July 1, 1988 through June 30, 1990	\$ 30.00
On or after July 1, 1990 through June 30, 1991	\$ 32.50
On or after July 1, 1991 through June 30, 1995	\$ 35.00
On or after July 1, 1995 through June 30, 1996	\$ 37.50
On or after July 1, 1996 *	\$ 40.00

\* See B. below with respect to credits earned after June 30, 1997.

- d. If such work leads to column change, the column change will then be made and the enabling credits will be discontinued.
- e. If credits are earned, and no degree obtained, such credits will continue in effect permanently.
- f. 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 the beginning of the school year, and credits submitted and approved March 1 will be retroactive to February 1 of the year submitted.
- g. Unit members participating in Board approved in-service courses will receive a stipend of thirty-two dollars fifty cents (\$32.50) per credit during the 1990-91 year. After June 30, 1991, the stipend will be thirty-five dollars (\$35.00) per credit per year.
- h. The Board of Education will not honor credits for the above reimbursement, which are required for certification to hold or retain a position. In the event the State Department of Education or the Legislature changes the certification requirements for any area, unit members already employed by the Board of Education will receive the above reimbursement for the courses taken to meet the new certification requirements.

B. TEACHERS - TUITION REIMBURSEMENT PLAN

1. Effective July 1, 1997, there shall be a tuition reimbursement plan to cover tuition and registration fees for graduate courses taken by a teacher, provided that the courses taken by the teacher are:
  - a. directly related to the assignment of the teacher at the time the course is taken; or,
  - b. a course which is offered by a duly accredited institution and is applicable to the Masters' Degree or Doctorate in education.
  - c. Tuition reimbursement may be used for courses required for certification subject to the limits in 1 through 7.
2. Subject to Paragraph B.3, reimbursement shall be limited to \$5,000 per year for each employee. For purposes of this provision, a year is defined as courses completed between July 1 and the following June 30.
3. Effective July 1, 2006, the Board shall pay no more than \$50,000 per year for all tuition reimbursement requests.
  - a. The Board shall make all tuition reimbursement payments before the end of July following when the course was successfully completed under the terms of B. above as long as the grade is submitted to the District by June 15.
  - b. If all tuition reimbursement claims under B. exceed the cap set forth in 3 above, all claims shall be prorated. For example, if the cap set forth will cover 95% of all claims, all individual claims will be reimbursed at 95% of the claim amount.
4. In order to be eligible for reimbursement, prior written approval of the graduate course by the Superintendent of Schools is necessary. If prior written approval is not granted, payment will not be given.

5. In order to be eligible for reimbursement a teacher must receive at least a "B" in an approved graduate course.
6. All teachers who have no earned credits toward the next column will be covered by the tuition reimbursement plan and not the credits payment plan.
7. At the beginning of the 1997-2000 Agreement, each teacher who has earned credits toward the next column shall elect in writing to:
  - a. continue being paid on the "Credit For Continuing Education Work" plan under A. above until he/she reaches the next column; or,
  - b. take all future credits until the next column change under the tuition reimbursement plan.

If the teacher in this circumstance elects to take the tuition reimbursement approach, his/her participation in the "Credit For Continuing Education Work" plan will cease.

If the teacher in this circumstance elects to be covered by the "Credit For Continuing Education Work" plan until the next column change, all future credits until the next column change will be paid at the prevailing "Credit For Continuing Education Work" plan rate per credit. Once the teacher reaches the next column, all credits earned after that date will be covered by the tuition reimbursement plan.
8. All new teachers hired on or after July 1, 1997, shall be covered by tuition reimbursement only.
9. In order to maintain certification, the Athletic Trainer is entitled to attend the National or Eastern Athletic Trainers' Association convention as well as other methods of maintaining necessary Continuing Education Units (CEU's) at Board expense. Required membership fees and recertification fees will also be paid by the Board. All fees and expenses must be submitted to the Board for review, and if approved, will become a cost to the Board.

C. SECRETARIES

1. The Board and the Association recognize the value of further training. The Board may require an employee to attend such workshops, courses, seminars and other educational training as the Board determines necessary. If the Board requires an employee to attend such training, the Board shall pay all tuition and expenses relating thereto. If an employee desires to attend a workshop, course, seminar or other educational training, the employee may request written approval for reimbursement for tuition and expenses. Such request shall be in writing. If the Superintendent approves such request the Board shall reimburse the employee for tuition and/or expenses in an amount of not more than \$650 per employee **In any one year**, provided that the employee satisfactorily completes the course and otherwise complies with requirements imposed by law and administrative code provisions for tuition reimbursement. For purposes of this provision, satisfactory completion shall mean receiving at least a "B" in an approved course. For purposes of this provision, a year is defined as courses completed between July 1 and the following June 30th.
2. One (1) day shall be granted for secretarial in-service training.

D. TECHNOLOGY DEPARTMENT NON-CERTIFICATED

1. The Board and Association recognize the value of further training. The Board may require an employee to attend such workshops, seminars and other educational training as the Board deems necessary. If the Board requires an employee to attend such training, the Board shall pay all tuition and expenses relating thereto. If an employee desires to attend a workshop, seminar

or other educational training, the employee may request written approval for reimbursement for tuition and expenses. Such request shall be in writing. If the Superintendent approves such request, the Board shall reimburse the employee for tuition and/or expenses in an amount of not more than \$650 per employee in any one year, provided that the employee satisfactorily completes the course and otherwise complies with requirements imposed by law and administrative code provisions for tuition reimbursement. For purposes of this provision, satisfactory completion shall mean receiving at least a "B" in an approved course. For purposes of this provision, a year is defined as courses completed between July 1 and the following June 30th.

E. Paraprofessionals

1. The Board and the Association recognize the value of further training. The Board may require an employee to attend such workshops, courses, seminars and other educational training as the Board determines necessary. If the Board requires an employee to attend such training, the Board shall pay all tuition and expenses relating thereto. If an employee desires to attend a workshop, course, seminar or other educational training, the employee may request written approval for reimbursement for tuition and expenses. Such request shall be in writing. If the Superintendent approves such request the Board shall reimburse the employee for tuition and/or expenses in an amount of not more than \$650 per employee in any one year, provided that the employee satisfactorily completes the course and otherwise complies with requirements imposed by law and administrative code provisions for tuition reimbursement. For purposes of this provision, satisfactory completion shall mean receiving at least a "B" in an approved course. For purposes of this provision, a year is defined as courses completed between July 1 and the following June 30th.
2. Paraprofessionals may apply to attend workshops and conferences on topics related to their job duties. The Board will pay the tuition and fees for all approved workshops and conferences.

F. CUSTODIANS

When the Board required a custodial employee to attain a pesticide license, the Board shall pay all tuition and reasonable expenses associated with the attainment of that license.

**ARTICLE 7**  
**INSURANCE PROTECTION**

A. The Board of Education shall provide the health care and prescription insurance for all eligible unit members and his/her dependents:

1. The carrier for health care and for prescription insurance shall be the SEHBP.
2. Pursuant to applicable law, eligible existing unit members who were employed with the Board on or before June 30, 2012 and elect to receive health care and prescription insurance shall, from July 1, 2012 through June 30, 2013, contribute the greater of 1.5% of his/her base salary or the Year 1 phase-in amount; shall, from July 1, 2013 through June 30, 2014, contribute the greater of 1.5% of his/her base salary or the Year 2 phase-in amount; and shall, from July 1, 2014 through June 30, 2015, contribute the greater of 1.5% of his/her base salary or the Year 3 phase-in amount.
  - a. For purposes of this provision, an "existing unit member" shall include a unit member who was employed with the Board as of June 30, 2012 and is:
    - i. A unit member who has not been formally terminated, but continues to receive employer-paid benefits while not receiving salary and has rights to return;

- ii. A ten (10) month unit member who continues to receive employer-paid health benefits over the summer until employment resumes in September;
    - iii. A unit member receiving worker compensation benefits; or
    - iv. A unit member on a voluntary unpaid leave (such as FMLA or FLA) who has a right of return and who maintains health benefits through COBRA payments.
  - 3. Pursuant to applicable law, eligible unit members who begin their employment with the Board after June 30, 2012, or who otherwise do not fall within the definition of an "existing unit member" above, and elect to receive health care and prescription insurance shall make health benefit contributions at the Year 4 phase-in rate upon starting employment.
  - 4. For purposes of calculating an employee's health care premium, his/her premium shall only include health care and prescription insurance.
- B. Effective July 1, 2012, the Board will provide full family dental insurance coverage with a limit not to exceed \$575 per member. The employee cost will be calculated on a district-wide bargaining unit average basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in specific plans which excessively exceed the Board's liability. The dental plan shall include a \$25 annual deductible per individual and a \$75 annual deductible per family. Effective July 1, 2013, the per individual annual cap will increase to \$1,500. Effective July 1, 2014, the orthodontia coverage will increase to \$1,000.
- C. The parties agree that otherwise-eligible employees may voluntarily waive their entitlement to any or all insurances under Article 7A and 7B. While in the SEHBP, the waiver payment under SEHBP coverage shall be governed by the maximums set by the SEHBP law and regulations. In the event, the district leaves the SEHBP, those employees who waive coverage shall receive 30% or \$6,000, whichever is less, of the premium required to be paid by the Board each year.

Re-enrollment shall occur on a July 1st or be consistent with the requirements of COBRA.

In order to waive insurance under A. 1. above, the Board shall require an employee to provide proof of coverage (i.e. a copy of the medical insurance card or letter from the medical insurance provider), before an employee may waive such insurance.

The above provisions shall expire on June 30, 2009, unless continued by the parties in writing before that date. In addition, with reasonable notice in writing from the Board, the above provisions will expire if there is evidence that premium rates have increased because of the waiver incentive system or if the carrier(s) do not permit such an incentive system.

Effective on the date of the carrier switch in A. 1. c. and 2. c. above, the waiver period for 2009-2010 shall be divided into two sections. The first period shall be from July 1, 2010, and shall run to the day before the carrier switch and the waiver payment shall be prorated. This payment shall be at 30% of the Board's premium share for that period. The second waiver period will run from the date of the carrier switch through December 31, 2011. In future years, the waiver period for health/hospitalization and prescription insurance shall be January 1 through December 31. The waiver payment shall under SEHBP coverage shall be governed by the maximums set by the SEHBP law and regulations.

- 5D. The parties will implement a Section 125 account program in which employees may voluntarily make contributions to their account. The employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. At the time of enrollment the employee agrees to assume responsibility for all claims in excess of their deducted contributions. If the participating employee separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution he/she has made, the Board may recoup such excess claims first by withholding any compensation owed (for example, the last paycheck and/or payment for sick leave, or unused

vacation compensation); and, second, by collecting from the employee the remaining difference between the claim and the actual employee contributions.

## **ARTICLE 8** **SABBATICAL LEAVE**

- A. While satisfactory service is a prerequisite to a Sabbatical Leave, this program looks ahead to the contribution that its participants can make to the educational programs of the District's schools. In all instances, the Sabbatical Leave must be related to enhancing the applicant's contribution to the District's educational program. Sabbatical Leaves are limited to matriculated advanced degree study in association with a duly accredited graduate institution, the obtaining of a certificate or the improving of a teacher's skills in his/her professional field of study. In making its determination, the Board shall also consider the overall quality of service which the applicant has provided to the District.
- B. Two tenured teachers with seven (7) years or more of service in the District may be granted a Sabbatical Leave of either one (1) year or one (1) semester. In order to be eligible for a leave of one (1) semester, the teacher must meet the criteria contained in D. below and must be enrolled in a doctoral program that requires a one (1) semester residency. It is understood that the Sabbatical Leave for one (1) semester is designed to meet the residency requirement.
- C. Any teacher who shall desire to be considered for a Sabbatical Leave shall apply for same on a form to be provided by the Superintendent of Schools. Such application must be filed no later than March 1. The Sabbatical Leave request shall then be reviewed by a committee composed of the following people: Instruction Committee for the Board of Education, Superintendent of Schools and the President of the Pennsville Education Association. This committee shall make its recommendation to the Board of Education. The Board of Education shall determine whether or not the Sabbatical Leave shall be granted and if granted, the terms of such leave.
- D. 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 (1) 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 (1) year shall bear to said period.
- E. Upon return from the Sabbatical Leave, the employee will present a report to the Board of Education describing the achievements of the Sabbatical Leave and setting forth his plan for utilizing said achievements as a teacher in the Pennsville Public School District.
- F. The employee, if granted a Sabbatical Leave, will receive one-half (1/2) of his contracted teaching salary if the Sabbatical Leave is for a full year, and one-quarter (1/4) of his contracted teaching salary if the Sabbatical Leave is for one (1) semester.
- G. Employees on Sabbatical Leave will receive their stipend divided into equal monthly payments payable the 15th of each month.

## **ARTICLE 9** **EMPLOYEE EVALUATION**

- A. 1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

2. An employee 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 employee file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B.
1. An employee 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, an employee 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 an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he 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 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 employee's inspection.
  4. An employee shall be permitted to reproduce on the premises any information in his personnel 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 an employee'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 employee's file.
- C. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee 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. TEACHERS

Teachers shall be evaluated consistent with applicable State law and Administrative code provisions.

Supervisory reports shall be presented by a principal or counterpart supervisor in accordance with the following procedures:

1. A conference between the observer and the teacher shall be established within seven (7) school days of the observation.
2. All evaluation policies shall be posted on the website no later than October 1, or as required by law or regulation. Amendments to the evaluation policies shall to the extent possible be distributed and/or posted on the website within 10 working days after adoption and employees notified via email.

3. Reports shall be as follows:
  - a. Observation and evaluation of all tenured and non-tenured professional staff will be completed by April 30<sup>th</sup> of each academic year. Observations shall be made throughout the academic year.
  - b. All non-tenured staff will be observed at least three (3) times per year. The first of these observations shall be conducted prior to Thanksgiving; the next observation shall be conducted prior to February 15<sup>th</sup>; and the third observation shall be conducted prior to April 15<sup>th</sup>. At least one (1) of said observations shall be conducted by central office staff and at least one (1) observation shall be conducted by the Principal of the school where the staff member teaches.
  - c. All tenured staff members shall be observed at least one (1) time per year.
  - d. The number of observations specified in this section of the contract shall be considered as a minimum. Additional observations may be made at the discretion of the Superintendent, Building Principal or other supervisor.
3. Either the Superintendent of Schools or his/her designee will evaluate the Athletic Trainer annually.

E. SECRETARIES

A secretary who has less than three (3) year's experience will be evaluated every three (3) months (September, December, March, June). All tenured staff shall be evaluated at least one (1) time per year. The evaluation of any employee covered by this Agreement shall be conducted by the immediate supervisor of said employee. The person making the evaluation will have a conference with the employee within seven (7) school days. The employee shall sign the copies of the evaluation report for the principal and the Superintendent. Employees shall be entitled to respond to any written evaluation and to have such written response become a part of the evaluation.

F. CUSTODIAL, MAINTENANCE and PARAPROFESSIONALS

1. All new custodial and maintenance employees will be evaluated at the end of each four (4) month period.
2.
  - a. If the new custodian, maintenance or paraprofessional employee is not performing satisfactorily during the first six (6) months of employment, he may be dismissed at any time.
  - b. From six (6) months to one (1) year of employment, thirty (30) days' notice must be given to the custodial, maintenance or paraprofessional employee, stating deficiencies; if at the end of the thirty (30) day period no improvement is shown, employee may be dismissed immediately.
  - c. From one (1) year to three (3) years of employment, sixty (60) days' notice must be given to the custodial, maintenance or paraprofessional employee, stating deficiencies; if at the end of the sixty (60) day period no improvement is shown, employee may be dismissed immediately.
3. Custodial, maintenance and paraprofessional employees shall receive written reports of all evaluations. The person making the evaluation will have a conference with the employee within seven (7) school days. The employee shall sign the copies of the evaluation report for



the principal and the Superintendent. Employees shall be entitled to respond to any written evaluation and to have such written response become a part of the evaluation.

4. Each custodial and maintenance employee of the unit will receive a performance review by May 1 of each year. Performance reviews for unit members shall be carried out by the evaluator designated by the Superintendent.
5. Paraprofessionals will be evaluated by the principals of the buildings to which they are assigned or counterpart supervisor. They will be evaluated at least once a year.

G. TECHNOLOGY DEPARTMENT NON-CERTIFICATED

1. All new Computer Hardware Technicians will be evaluated at the end of each four (4) month period.
  2.
    - a. If the new Computer Hardware Technician is not performing satisfactorily during the first six (6) months of employment, he may be dismissed at any time.
    - b. From six (6) months to one (1) year of employment, thirty (30) days' notice must be given to the Computer Hardware Technician, stating deficiencies; if at the end of the thirty (30) day period no improvement is shown, the employee may be dismissed immediately.
    - c. From one (1) year to three (3) years of employment, sixty (60) days' notice must be given to the Computer Hardware Technician stating deficiencies; if at the end of the sixty (60) day period no improvement is shown, employee may be dismissed immediately.
- H. No materials will be placed in an employee's file after his/her severance unless the District has given the employee an opportunity to add his/her comments to the file concerning that document(s). Copies of said documents shall be sent to the former employee at his/her last known address. The employee shall have thirty (30) days to forward to the District his/her written comments.

**ARTICLE 10**  
**WORK YEAR AND WORK HOURS**

- A. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by an 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, and 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 salary to be paid for such extended school year.

B. TEACHERS

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 (20) 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 by the principal or Superintendent. The pupil school day will be determined annually by the Board of Education. The teacher work day in the secondary area will be seven (7) hours and five (5) minutes, and in the elementary area, six (6) hours and fifty-five (55) minutes. The work day for teachers at the middle school shall be seven (7) hours for so long as the 55 minute

Academic periods/36 minute Electives remains in place. The relevant fifty-five (55) minute academic periods/thirty-six (36) minute electives schedule is attached hereto as Schedule "L."

- a. Teachers shall have one-half (1/2) hour duty-free lunch period each day and one (1) preparation period each day. In the elementary area there shall be a daily preparation period of at least thirty (30) minutes on any full school day.
  - b. When coverage is needed for a class, a teacher may volunteer to relinquish his/her preparation period to cover such class. While the administration may request that a teacher provide coverage for another class, the teacher shall have the right to decide whether or not to accept such assignment, except in cases of emergency. If the teacher accepts the assignment to cover a class during his preparation period, the teacher will be entitled to following rate per class covered: \$26.25. The compensation required under this paragraph shall be paid to the teacher in a check separate from the teacher's regular paycheck.
3. The work year for teachers covered by this Agreement shall consist of 185 days (except for first year teachers who shall work 186 days). The work year shall be established as:
- a. Two full days of in-service training for all teachers. At least two (2) of the available in-service days will count towards the State's 100 hour continuing education initiative.
  - b. 181 instructional days (on an annual basis, the Board may convert one (1) instructional day to an in-service day).
  - c. The total days under a. and b. may not exceed 183 days.
  - d. One full day of orientation for all teachers.
  - e. One full day of closing responsibilities.
  - f. In addition to the days set forth in a. through e. above, there shall be two (2) full days of orientation and one-half (1/2) day with a noon dismissal for teachers new to the School District.
  - g. The Board of Education shall determine the actual days for opening and closing the school year, as well as the scheduling of in-service, orientation, instructional and closing days.
  - h. Teachers shall work a full day on the day prior to Easter vacation and shall work a half day on the days prior to Thanksgiving and Christmas vacation.
  - i. In addition to the days set forth in a. through e. above, there shall be five (5) additional days during the summer for each high school guidance counselor. Compensatory days shall be given for each of these days.
  - j. Over and above the days set forth in i. above, high school guidance counselors may be assigned up to an additional five (5) days in the summer. Per diem pay shall be given for each day worked. The Board shall provide written notice to each high school guidance counselor of the number of days to be worked under j. by June 1 each year. Scheduling of days worked under i. and j. shall be mutually agreed upon between the administrators and the counselors affected.
4. The Technology Facilitator employed under this contract shall have a work year of two hundred forty (240) days per year.

- a. The work year for the Technology Facilitator will be lessened only by legal holidays, 2 days for NJEA Convention, contracted vacation time, sick time, or personal business days.
- b. The Technology Facilitator shall work two (2) days during Christmas recess, but may use vacation time for any of these days with prior written approval of the Superintendent.
- c. The work week shall be 40 hours with a flexible schedule as directed by the supervisor.

5. 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 four (4) times during the school year.

c. Early Departure

A teacher leaves the school grounds prior to the time stipulated in the contract without written permission of the building principal. (Written permission of the building principal constitutes an excused early departure.)

d. Docking

The method used in forfeiture of pay against lateness and unexcused early departure.

6. 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 fourth (4th) time said teacher is late. The amount to be docked is \$15.00 per fifteen (15) minutes or fraction thereof.
- c. A teacher involved in an unexcused early departure will be docked \$15.00 per fifteen (15) minutes or fraction thereof.
- d. 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.
- e. Teachers are granted permission for early departure (after students leave) to attend PTA meetings held that evening.
- f. With the principal's permission or that of his or her designee, teachers may leave the school premises during unscheduled teaching periods. Teachers so leaving will sign out stating the time and sign in upon returning also stating time. Teachers reporting back late will be docked \$15.00 per fifteen (15) minutes or fraction thereof of lateness.

- g. 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.
  - h. Denial of a request for excused early departure shall not constitute grounds for lodging a grievance.
7. There shall be a voluntary flexible scheduling approach for teachers. If the Board determines each year that the District will offer a student day which will commence one period earlier than the schedule in effect for 1989-1990, teachers may volunteer to work a schedule which commences one period earlier and finishes one period earlier on a semester or year-long basis. The number of such positions available, including the courses to be taught during this time, are matters of Board and administration discretion. Teachers who volunteer and are assigned to the earlier period schedule shall be governed by the provisions of B. above. Such teachers will be permitted to leave fifteen (15) minutes after the completion of their last period (this term includes teaching periods, duty periods, and prep periods). Such teachers will be required to remain for meetings under 9. below without additional compensation.
- a. The Board of Education recognizes its obligation to negotiate in good faith over any Association proposal concerning compensation for a zero period involuntarily assigned. Such negotiations shall occur before such assignment.
8. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings whenever such faculty or other professional meetings are determined to be necessary in the discretion of the Building Principal, the Superintendent of Schools or another supervisor. Such meetings shall commence not later than ten (10) minutes after the student dismissal time and shall continue for not more than one (1) hour. There shall be no more than 30 faculty or other professional meetings per year but no more than four (4) per month.
- a. An Association representative may speak to the teachers at the close of any meeting referred to in the paragraph above on the request of the representative.
  - b. The notice of an agenda for the principal's portion of any meeting shall be given to teachers involved at least one (1) school day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
9. All teachers will indicate their presence for duty by signing a faculty sign-in roster each day which will be located in each building office.
10. The Athletic Trainer employed under this contract shall have a work year of 185 days. The Athletic Trainer shall be exempt from Saturday practices and from practices during which school is not in session.

C. SECRETARIES

- 1. The regular work day shall be seven (7) hours and forty-five (45) minutes except for clerical paraprofessionals whose regular work days shall not exceed seven (7) hours, five (5) minutes. Starting and ending times for each school will be set annually by the Pennsville Board of Education.
- 2. All secretarial employees shall have a one-half (1/2) hour paid lunch period daily, such lunch period to be extended by fifteen (15) minutes on payday for banking purposes. There should be two (2) fifteen (15) minute breaks on any full work day.

3. While the Board of Education retains the right to determine the opening and closing dates for the school year, the Board agrees that secretaries shall commence summer hours the day after school is closed to pupils, Summer hours shall continue through the Friday which is at least seven (7) calendar days before the day pupils return to school. During this time period, the regular work day shall be from 8:00 a.m. - 3:00 p.m.

In the event that the Board determines that there will be a modified work week in the summer for unit employees, the preceding sentence shall not be in effect and secretaries shall work a total of 35 hours a week. Notice of a modified work week in the summer shall be given in writing to employees by March 1.

4. The work year for clerical paraprofessionals shall not exceed 184 days during the regular school year.
  - a. Clerical paraprofessionals are paid the relevant Schedule F salary plus two (2) days' salary at the daily salary rate. Yearly salary divided by 182 days equals daily salary rate.

#### D. CUSTODIAL & MAINTENANCE

1. Twelve (12) - Month Employees
  - a. The regular work week shall be forty (40) hours. A regular work day shall be eight (8) hours, and the employee shall have a one-half (1/2) hour paid lunch period daily. All custodial and maintenance employees shall sign-in at the start of their scheduled shift, and shall sign-out at the end of their scheduled shift.
  - b. While their regular work week is forty (40) hours, head custodians shall remain responsible for the care and proper operation of the building to which they are assigned, unless specifically relieved thereof by written instruction from the Business Administrator. Additional hours of work in any work week required of head custodians by emergencies or with the approval of the Business Administrator shall be deemed overtime hours and shall be paid in accordance with the applicable provisions of this Article. The Head Custodian shall not be responsible for the building when it is opened by someone other than himself. The Board may schedule the Head Custodian in the Middle School to the night shift on a Monday-Friday schedule with three (3) month's written notice. In the event that the current Head Custodian does not wish to be placed on the night shift, he/she shall move to a Custodian A position and shall be placed on the first step on the Custodian A guide which does not result in a salary decrease.
  - c. On days when schools are closed for instructional personnel and pupils but remain open for office and other non-instructional personnel, all custodial and maintenance employees will work their regular shifts. When, in the sole judgment of the Superintendent, there are extreme heat conditions, custodial staff shall be assigned from 6 a.m. to 2 p.m., except that one custodian per building shall be assigned to a shift that begins at a time in which its conclusion coincides with the normal release time for secretaries in the building.

In the event that the Board determines that there will be a modified work week in the summer for unit employees, the preceding sentence shall not be in effect and custodial-maintenance staff shall work a total of 39 hours a week. Notice of a modified work week in the summer shall be given in writing to employees by March 1.

- d. When schools are closed for instruction due to an emergency determined by the Superintendent of Schools, such days shall be deemed to be regular work days for all twelve (12) month custodial and maintenance employees with the exception of Custodians B. Custodians B shall not work when school is closed to faculty unless the Superintendent determines there is need for them to work. All other custodial and maintenance employees shall report for the day shift at the appropriate starting time and shall work a full shift.

2. Ten (10) - Month Employees

Ten (10) month employees will work one hundred eighty-six (186) days, the work days to be determined by the Board of Education.

The regular work week shall be thirty-five (35) hours. A regular workday shall be seven hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.

3. Custodial and Maintenance employees may leave the school premises during their regular lunch periods providing one (1) boiler operator is on duty in the school or administrative building.
4. In conjunction with the Head of Maintenance, the Business Administrator will make a decision as to whether maintenance needs to be present when outside contractors are on-site.

E. INSTRUCTIONAL PARAPROFESSIONALS

All instructional paraprofessionals at the elementary, middle, and high school levels will be scheduled for prep time equal to that of their classroom teachers. In addition, all instructional paraprofessionals at the elementary, middle, and high school levels will:

1. begin and end the school year on the same day as teachers;
2. attend all faculty meetings in their respective buildings during the academic year;
3. be responsible to attend all in-service days, where a workshop targeted for paraprofessionals is provided. If targeted in-service is not provided for the paraprofessionals, they will not be required to attend, but will be required to perform their normal job responsibilities only on half day in-services.
4. No paraprofessional shall be required to report for duty earlier than twenty (20) 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 by the principal or Superintendent. The pupil school day will be determined annually by the board of education. The paraprofessional work day in the secondary area will be seven (7) hours and five (5) minutes, and in the elementary area six (6) hours and fifty-five (55) minutes. The work day for a paraprofessional at the middle school shall be seven (7) hours as long as the 55 minute Academic period/36 minute Electives remains in place. The relevant fifty-five (55) minute academic periods/thirty-six (36) minute electives schedule is attached hereto as Schedule "L."
5. Instructional paraprofessionals shall not be required to be in attendance whenever school is closed to teachers due to inclement weather.
6. When coverage is needed for a class, a paraprofessional may volunteer to relinquish his/her preparation period to cover such a class. While the administration may request that a paraprofessional provide such coverage, the paraprofessional shall have the right to decide whether or not to accept such assignment, except in cases of emergency. If a

paraprofessional covers a class, the compensation shall be 50% of the rate set in Article 10, B. 2. b.

F. TECHNOLOGY DEPARTMENT NON-CERTIFICATED

1. The regular work week shall be forty (40) hours. A regular work day shall be eight (8) hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.

In the event that the Board determines that there will be a modified work week in the summer for unit employees, the preceding sentence shall not be in effect and computer hardware technicians shall work a total of 39 hours a week. Notice of a modified work week in the summer shall be given in writing to employees by March 1.

2. Additional hours of work in any work week required by emergencies and with the approval of the Superintendent shall be deemed overtime hours and shall be paid in accordance with the provisions of this Article.

- G. All non-certificated employees may leave the building to attend Association meetings up to 3 times per year, provided buildings are covered. Written notice of such meetings must be given to the Superintendent at least one week in advance. Administration will make the determination as to adequate building coverage.

## ARTICLE 11

### SALARIES

A. TEACHERS

1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A-1", "A-2" and "A-3" which are attached hereto and made a part thereof.
2.
  - a. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
  - b. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  - c. 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.A., 18A:29-3.
  - d. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their checks on the last previous working day except for the pay due on December 30 each year.
  - e. Teachers shall receive their final checks on June 30.
3. 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 of this Agreement. Said salaries shall be paid in a lump sum at the completion of the activity and in a check which is separate from the teacher's regular paycheck, or, at the request of the employee, the extra-curricular salaries shall be included with the employee's regular pay during the time that the employee is involved in the extra-curricular activity.

4. Upon written request from an employee, the Board of Education will deduct and pay to the Salem County Employees Federal Credit Union such amounts as determined by the employee.
5. The special class stipend of \$500.00 paid to teachers of Special Education will be eliminated, effective September 1, 1980. Teachers presently receiving the \$500.00 stipend will continue to receive the stipend as long as they are in service as a Special Education teacher.
6.
  - a. Full teaching experience on the salary guide shall be given for teaching experience in a position which requires any state's teaching certification for up to five (5) years' of previous teaching experience as long as said teaching experience has occurred within the prior ten (10) years.
  - b. Credit shall be given for full-time teaching experience, up to a maximum of five (5) years, in private and parochial schools or colleges and universities if the teacher was fully certified at the time of such experience.
  - c. In addition, credit may be granted at the discretion of the Superintendent for:
    - 1) additional years of public school teaching experience in a position which requires any state's teaching certification, or
    - 2) additional years of prior work experience, or
    - 3) any combination of 1) and 2) above.
  - d. Military service shall be granted consistent with New Jersey statutory requirements.
  - e. The total maximum credit under a., b. and c. above shall be up to the last step on the guide.
7. Any individual who shall teach summer school, adult school or home instruction or supervises building detention will be compensated at the following rate per hour for services rendered: \$31.15.
8. The salary of the Technology Facilitator shall be determined by: (1) multiplying the ratio of (240/200) against the step on the Teachers' Salary Guide that the Technology Facilitator is on; and (2) then increasing that number by five percent (5%).
9. Any certificated staff member who is employed as the Intervention and Referral service Coordinator shall receive a per case stipend of \$200.
10. Any teacher who is employed as the Child Study Team Coordinator shall receive an annual stipend of \$8,582.
11. Any teacher who is employed as the Homeless Liaison Assistant to the SAC Coordinator shall receive a stipend of \$3,500.

B. SECRETARIES

1. The salaries of all secretarial employees covered by this Agreement shall be as set forth in "D-1" and "D-2."



2. The salary for a ten (10) month employee will be figured at 10/12's of the proper place on the salary scale. Four (4) hour employees shall be figured at 4/7.75 x 10/12's of the proper place on the salary scale.
3. Ten (10) month employees may take advantage of the twelve (12) month payment plan.
4. Overtime will be paid to secretarial employees who work in excess of seven (7) hours, forty-five (45) minutes during the school year or seven (7) hours when summer hours are in effect. Overtime will be paid to clerical paraprofessionals who work in excess of seven (7) hours, five (5) minutes. Overtime shall be paid either as time and one-half pay or as compensatory time off figured at time and one-half.
5. Overtime will be paid to secretaries who work in excess of thirty-eight and three quarters (38-3/4) hours in a given week during the school year or thirty-five (35) hours in a given week when summer hours are in effect. Overtime will be paid to clerical paraprofessionals who work in excess of thirty-five (35) hours, twenty-five (25) minutes in a given week. Overtime will be paid as time and one-half or as compensatory time off figured at time and one-half.
6. Overtime work will be permitted at the request of either the employee or the administrative supervisor, provided that prior approval is granted by the Superintendent or his designee.
7. Use of accrued compensatory time shall be only with the written approval of the employee's administrative supervisor upon request of the employee.
8. Secretarial Employees are limited to a maximum of five (5) days of accrued compensatory time in any contract period. Compensatory time must be utilized not later than sixty (60) days after the expiration of a contract period, that is sixty (60) days after each June 30. Compensatory time not used by an employee within the time limits stated in this paragraph shall be considered as waived by the employee and the employee shall have no further claim for such compensatory time or payment at the overtime rate.
9. Each employee must decide by the last working day of each month whether earned overtime credit for that month shall be counted either as compensatory time or paid at the time and one-half rate. This decision shall be reported to the employee's administrative supervisor and made a part of the monthly payroll report.
10. In any week in which an employee is absent, the employee shall be paid one and one-half time or receive compensatory time credit only for those hours actually worked that week in excess of thirty-eight and three quarters (38-3/4) hours during the school year or thirty-five (35) hours when summer hours are in effect.

C. CUSTODIAL & MAINTENANCE

1. Salary Schedules

The Salaries of all employees covered by this AGREEMENT are set forth in Schedules "E-1", "E-2", and "E-3".

2. The salary schedules contained herein are adopted by the Board of Education and are applicable to full-time custodians, head custodians, Custodians A, Custodians B, maintenance mechanics, head of maintenance, and head groundskeeper.
3. All employees with an honorable discharge from the United States Armed Services will be given additional credit for full service to the nearest calendar year up to a maximum of four (4) years.

4. Effective December 22, 2008, newly hired employees may be given up to ten (10) years credit for prior work experience as determined by the Board.
5. Members of this unit who move into a new category of employment shall advance one step on the salary guide of their new employment only if such person shall have been employed in his new category for at least six (6) months. Advancement shall occur only on July 1 of the new contract year. Persons hired into this unit as new employees shall advance one (1) step on the salary guide at the beginning of the contract year, which is July 1, only if such person shall have been employed by the Board for at least six (6) consecutive months.
6. Overtime Pay
  - a. Time and one-half (1 1/2) will be paid to any twelve (12) - month custodial or maintenance employee who works in excess of eight (8) hours in a given day or forty (40) hours in a given week.
  - b. Time and one-half (1 1/2) will be paid to any ten (10) - month custodial or maintenance employee who works in excess of seven (7) hours in a given day or thirty-five (35) hours in a given week.
  - c. Time and one-half (1 1/2) will be paid to any custodial or maintenance employee covered by this AGREEMENT who works any time on Sunday.
  - d. Any maintenance and custodial employees called in to work on other than their regular shift shall be paid at time and one-half for two hours of work or the amount of time actually worked, whichever is greater.
7. There shall be no pyramiding of overtime rates under any section of this ARTICLE.
8. Any full-time employee who shall be assigned to a higher-paying position shall be entitled to additional compensation once the employee has served in such position for ten (10) days during any year. The higher compensation shall commence on the eleventh (11th) day. Such compensation shall consist of the difference between the individual's regular pay and the next higher dollar amount shown on the salary guide for the position to which the employee is assigned.
9. Overtime is to be distributed evenly among job categories within a building.
10. Whenever a Unit member is promoted permanently from one job classification to another job classification, his new rate of pay will be determined as follows: he/she shall be placed on the step which provides at least a 5.0% increase, except in the case from a promotion from Maintenance/Grounds to Head Maintenance where the step movement would be lateral.
11. Individuals will be entitled to the shift differential for all hours of their regular shift worked beyond 3:00 p.m. The evening shift differential shall be 75 cents per hour.
12. Custodial and Maintenance employees shall receive a statement each pay period reflecting number of overtime hours which are being paid in the paycheck.
13. Custodial band camp duties will be assigned to volunteers from the Middle School first, then to volunteers District-wide. In the event that no one volunteers, the least senior custodian shall be assigned. In the event that a non-Middle School custodian performs Band Camp duties, a volunteer from the Middle School will be assigned to the temporary vacancy created by the Band Camp assignment. If no custodian from the Middle School volunteers for the temporary vacancy, the least senior Middle School custodian shall fill the temporary vacancy.

14. Any maintenance employee who holds and maintains a valid NJ Electrician License shall receive a stipend of \$5000. This stipend shall be included in the employee's regular paycheck.

**D. INSTRUCTIONAL PARAPROFESSIONALS/CLERICAL PARAPROFESSIONALS/MUSIC ACCOMPANIST**

1. The salaries of all Instructional Paraprofessionals/Clerical Paraprofessionals and Music Accompanist are set forth in Schedules "G" & "I".
2. Ten (10) Month - Each employee on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day except for the pay due on December 30 each year.
4. Final Pay - Each employee shall receive his final pay on June 30.
5. An additional stipend shall be paid to paraprofessionals under the job description of Personal Licensed Practical Nurse as follows: \$1,650.00 in 2012-2013; \$1,750.00 in 2013-2014; and \$1,850.00 in 2014-2015. This stipend shall be included in the employee's regular paycheck.

**E. TECHNOLOGY DEPARTMENT NON-CERTIFICATED**

1. The salary of Computer Hardware Technicians is set forth in Schedule "H".
2. Overtime Pay - Computer Hardware Technicians
  - a. Time and one-half (1 1/2) will be paid to any twelve (12) - month technology department non-certificated employee who works in excess of eight (8) hours in a given day or forty (40) hours in a given week.
  - b. Time and one-half (1 1/2) will be paid to any technology department non-certificated employee covered by this AGREEMENT who works any time Saturday or Sunday.
3. The District Webmaster will receive an annual stipend of \$3,000.

**ARTICLE 12**  
**TENURE AND REDUCTION IN FORCE**

**A. TENURE FOR CUSTODIAN AND MAINTENANCE EMPLOYEES**

1. Terms and conditions of employment regarding tenure of custodial and maintenance employees shall be governed by the provisions of this Article and applicable law.
2. Before being appointed as a regular employee, any newly appointed Custodian A, Custodian B or maintenance employee will be employed on a year-to-year basis for the first three (3) years. At the end of the three (3) year period, if a custodial or maintenance employee has proven satisfactory, he will then be employed permanently. Effective July 1, 2000, any custodial or maintenance employee newly-hired on or after that date will be employed on a year-to-year basis for the first five (5) years."

- B.** In the event of a reduction in force affecting Custodians A, Custodians B, maintenance employees, and Instructional Paraprofessionals, such employees shall be terminated on the basis of seniority,

those with less seniority being terminated first. Such persons shall be placed on a preferred eligibility list in the order of years of service for re-employment whenever vacancies subsequently occur.

- C. Any employee recalled under this article will have all accumulated sick leave available at the time of reduction in force restored upon recall. In addition, while time on a reduction in force does not count towards seniority and longevity, time credited towards seniority and longevity prior to reduction in force shall be restored to the employee upon recall.

### ARTICLE 13 RETIREMENT ALLOWANCE

- A. Employees who have been employed by the Pennsville Board of Education for ten (10) or more years shall be eligible for a special retirement allowance.

- 1. To be eligible, notice of retirement must first be submitted to the Board of Education in writing.
- 2. a. An employee on staff prior to July 1, 1997, shall receive one (1) day's salary for each four (4) days of accumulated sick and/or personal business leave earned prior to July 1, 1997 and shall receive one (1) day's salary for each five (5) days of accumulated sick and/or personal business leave earned on or after July 1, 1997 and which days exist on the final day of employment, up to the following maximums:

Teachers: (all service is calculated as of the close of business on June 30, 1997):

20 years or more of service to the District	\$30,000
12 years or more of service to the District	\$25,000
8 years or more of service to the District	\$20,000
On Staff prior to July 1, 1997, but less than 8 years of service	\$15,000

Support staff (all service is calculated as of the close of business on June 30, 1997):

20 years or more of service to the District	\$20,000
12 years or more of service to the District	\$16,667
8 years or more of service to the District	\$13,333
On Staff prior to July 1, 1997, but less than 8 years of service	\$10,000

"Service" is defined in this Article as a year (July 1 through June 30) in which the employee is in a pay status at least 1/2 of the scheduled work year for his/her classification.

- b. A teacher hired on or after July 1, 1997, shall receive \$80 per day for each accumulated sick leave day up to 150 days.
- c. A support staff employee hired on or after July 1, 1997, shall receive \$60 per day for each accumulated sick leave day up to 150 days.

3. The daily salary shall be computed as 1/200 of the final salary for a teacher or aide retiring. The daily salary shall be computed as 1/240 of the final salary of a secretarial employee retiring. The daily salary shall be computed as 1/260 for all other non-certified support staff.
4. The retirement allowance shall be paid in one of the following plans, if the employee has provided notice of retirement not later than February 1 of the school year in which the employee intends to retire.

Plan I

- a. Lump sum payment on July 15 of the next budget year following retirement.

Plan II

- a. One half (1/2) of the retirement allowance shall be paid on July 15 of the next budget year following retirement.
- b. One half (1/2) of the retirement allowance shall be paid on January 15 of the next calendar year following retirement.

Plan III

- a. One third (1/3) of the retirement allowance shall be paid on July 15 of the next budget year following retirement.
- b. One third (1/3) of the retirement allowance shall be paid on January 15 of the next calendar year following retirement.
- c. One third (1/3) of the retirement allowance shall be paid on January 15 of the second calendar year following retirement.

Plan IV

- a. One-half of the retirement allowance shall be paid on January 15 of the second calendar year following retirement.
  - b. One-half of the retirement allowance shall be paid on January 15 of the third calendar year following retirement.
5. If notice of retirement is tendered on or after February 1 of the school year in which the employee intends to retire, the retirement allowance will be paid under Plan IV.
  6. The employee shall advise the Board, in writing, as to which plan of payment is desired. Such decision shall be submitted at least one month prior to the last working day before retirement.
  7. The retirement allowance shall not be considered a part of the employee's regular salary for pension computation purposes.
  8. If the employee dies before full payment of the special retirement bonus is made, the balance of the retirement bonus shall be paid to his or her estate.
  9. If the employee dies while actively employed, the retirement benefit existing under the terms of this paragraph shall be paid to his or her estate.
  10. For the purposes of determining the special retirement bonus, all unused and accumulated personal days shall also be included.

**ARTICLE 14**  
**TEMPORARY LEAVES**

A. SICK DAYS

1. Teachers

All teachers employed shall be entitled to thirteen (13) sick leave days per year, which shall be accumulated from year to year with no maximum limit.

2. Secretaries

a. All secretarial employees shall be allowed personal sick leave with pay.

Twelve (12) month employees - 13 days

Ten (10) month employees - 11 days

b. Any unused sick leave days shall accumulate without limit from year to year.

c. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.

d. In case of sickness in the immediate family of an employee, and upon request of the employee to the Superintendent of Schools, sick leave may be granted to cover the employee's absence because of such illness.

3. Custodial And Maintenance Employees, Instructional Paraprofessionals, Technology Department Non-Certificated

a. All twelve (12) month employees shall be entitled to thirteen (13) sick leave days per year and all ten (10) month employees, including paraprofessionals, shall be entitled to eleven (11) sick leave days per year.

b. Any unused sick leave days shall accumulate without limit from year to year.

c. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.

d. In case of sickness in the immediate family of employee, and upon the request of the employee to the school superintendent, sick leave may be granted to cover employee's absence because of such illness.

B. JURY DUTY

All employees covered by this AGREEMENT who are called on jury duty shall be paid for the time thus lost from regular duties the difference between their regular pay and their jury pay.

C. BEREAVEMENT LEAVE

All employees covered by this agreement, 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:

1. An allowance up to five (5) work days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent.

- a. Employees' parents, spouse (including civil union partner), children, son-in-law, daughter-in-law, and other persons residing as a member of the employee's household.
  - b. Brothers and sisters of the teacher and the parents of the employee's spouse.
  - c. Legally adopted members of the family and step-relationships as outlined in a. and b.
2. An allowance up to three (3) work days shall be granted in case of any of the following:
- a. Grandchildren of the employee
3. An allowance of one (1) work day shall be granted to attend the funeral of any of the following:
- a. Uncles, aunts, and grandparents of the employee.
  - b. Brothers-in-law and sisters-in-law of the employee.
4. With the approval of the Superintendent, an additional work day for travel shall be granted to attend the funeral of any of the above persons in 2. a. and 3. a. and b. when such funeral is at a place in excess of 300 miles from Pennsville Township.

D. PERSONAL DAYS

1. Teachers

Each teacher shall be granted four (4) 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. Personal business leave may be granted after May 1 only upon written request to the Superintendent of Schools, stating the reason for the request. An employee seeking to take a personal leave day on any of the first five (5) student days of the school year or on an in-service day shall be required to state a specific reason for requesting same.

Request for personal business leave must be submitted 72 hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise. Only five percent (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.

2. Secretaries

- a. All secretarial employees shall be granted four (4) personal business days per year and shall not be required to state a specific reason for requesting same.
- b. The employee will present the request, in writing, to the Superintendent of Schools.
- c. 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. Only 20% of the unit members (no more than two [2] in any one [1] office) may be off on personal business leave on any one (1) day. An employee seeking to take a personal leave day on any of the first five (5) student days of the school year or on an in-service day shall be required to state a specific reason for requesting same.

- d. Request for personal business leave must be submitted seventy-two (72) hours before personal business leave is to be effective. The superintendent of Schools may approve emergency requests as they arise.
  - e. Ten (10) month employees are entitled to personal business absence as stated above.
  - f. The unused personal business days for each year shall be cumulative and shall be added to the employee's sick leave.
3. Custodial And Maintenance Employees, Instructional Paraprofessionals and Technology Department Non-Certificated
- a. All employees covered by the AGREEMENT shall be granted four (4) days business yearly, with pay, to take care of emergencies which may arise.
  - b. Personal business leave may be granted for a work day immediately preceding or following a holiday or vacation period, with the express approval of the Superintendent of Schools. An employee seeking to take a personal leave day on any of the first five (5) student days of the school year or on an in-service day shall be required to state a specific reason for requesting same.
  - c. Request for personal business leave must be submitted 72 hours before personal business leave is to be effective, but the Superintendent may approve emergency requests as they arise.
  - d. Only ten percent (10%) of the employees may be off on personal business leave on any one (1) day.
  - e. The unused personal business days for each year shall be cumulative and shall be added to the employee's sick leave.

E. OTHER

Employees shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:

- 1. Time necessary for mediation or fact-finding hearings if held during the school day.
- 2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system where the employee is not the plaintiff against the district unless it is a case which deals with withholding of increment or discharge.

F. LEAVES OF ABSENCE

- 1. A request for a leave of absence submitted by an employee after May 1 for the succeeding school year will not be approved except in an extreme emergency.
- 2. Leave of absence may be granted only to employees who have successfully completed three (3) consecutive calendar years of service in the District, and upon recommendation of the Superintendent of Schools.

G. EXTENDED LEAVES OF ABSENCE

- 1. Anticipated Disability Leave:



- a. Any employee covered under this contract who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment or pregnancy and childbirth may apply for a leave of absence based upon anticipated disability in accordance with the following provisions.

All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.

- b. An employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date in the opinion of said physician, the employee is capable of performing said duties. Alterations of medical opinion shall be accommodated insofar as is practicable.
- c. In no event shall the Board be obligated to permit said employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
- d. The said employee requesting a leave under the provisions of this Article shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovering from said disability.
- e. The Board shall have the right to require the employee who has been on disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.
- f. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the physician such change shall be without medical hazard to the employee.
- g. Such employee who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.
- h. Where disability leaves have been approved, the commencement or termination dates thereof shall be further extended or reduced for confirmed medical reasons upon application by the employee to the Board. All extensions of such leaves shall in any event be subject to the provisions of state and federal laws and regulations.
- i. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employees beyond the end of the contract school year in which the leave is obtained.
- j. Leave time under this section shall apply to the entitlement of the employee under the Federal Family and Medical Leave Act, insofar as the time taken is a qualifying event of that law.
- k. Employees who are disabled because of pregnancy and childbirth may use up to twenty (20) days of available sick leave before and up to twenty (20) days of available sick leave after childbirth. These times shall be extended upon submission of a physician's certificate detailing the impaired physical capacity.

2. Child Rearing Leave

- a. Application for child-rearing leave without pay shall be made by the employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
- b. In addition to the leave under G. 1. k. above, the Board shall grant an unpaid child-rearing leave of up to 60 work days.
- c. An employee who is on child-rearing leave under G. 2. b. above may apply for unpaid leave for: 1) the balance of the year in which the leave under G. 2. b. concludes; or 2) the balance of the year in which the leave under G. 2. b. concludes and one (1) additional full work year. Application for said leave shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted under 2. above.
- d. The provisions of G. 2. b. and c. shall not be deemed to automatically extend the contract of a non-tenured employee beyond the end of the school year in which the leave is obtained.
- e. Any employee adopting a child shall receive leave pursuant to the terms of G. 2. b. and c. above which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption. An employee shall apply for said leave at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
- f. Nothing shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
- g. Where leave has been granted for the balance of the year in which the child is born, a ten month employee shall inform the Superintendent in writing by June 15th of his/her intention to return to work on the following September 1st, and a twelve month employee shall inform the Superintendent in writing by April 15th of her/his intention to return to work on the following July 1. Failure to provide such notice shall be treated as a resignation.
- h. Where leave has been granted for the balance of the year in which the child is born and for the additional full or half school year, the employee shall inform the Superintendent in writing by April 1 of her/his intention to return to work at the conclusion of the leave period.
- i. In cases where both parents work in the District, only one of said employees may be entitled to apply for child-rearing leave at a time.
- j. Leave time under this section shall apply to the entitlement of the employee under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, insofar as the time taken is a qualifying event under either law.

3. Insurance Coverage Issues

Employees on paid leave under G. 1. k. above shall receive paid insurances under the terms of Article 7. Employees on unpaid leave under G. 2. i. above shall receive paid insurance under the terms of Article 7, A.

H. OFFICIAL LEAVE OF ABSENCE WITHOUT PAY DUE TO ILLNESS

Whenever an employee covered by this AGREEMENT is absent due to illness beyond his accrued sick leave, the employee will be automatically placed on official leave of absence without pay until further disposition of the case is taken by the Board of Education.

## ARTICLE 15 VACATIONS & HOLIDAYS

### A. SECRETARIES

1. Due to the variation in calendar from year to year, the following are the holidays which will be no work days for the PEA Secretaries:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Good Friday  
Thanksgiving Recess (2 days)  
Christmas Eve Day  
Christmas Day  
The day after Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Presidents' Birthday (2 days)  
Easter Monday  
Memorial Day  
One (1) floating holiday \*

- \* May be taken on a schedule approved by the immediate supervisor. Such approval shall not be unreasonably withheld.
2. N.J.E.A. convention shall be work days unless the employee actually attends the N.J.E.A. convention.
3. All other days between July 1 and June 30, except Saturday and Sunday, are considered work days.
4. The holidays shall be observed as such insofar as possible with time off for all employees for observance. In case the administration finds it necessary for an employee to work on such holiday, her time shall be computed at twice her regular rate of pay for those hours worked on the holiday or she shall be given two (2) compensatory days off in lieu of paid overtime, at her choice. Use of the compensatory days is subject to principal's approval.
5. If schools are required to be open for all personnel and students on a day set forth in Board policy or in this Agreement as a paid holiday (no work), employees covered by this Agreement will report to work on such day and will receive a compensatory day off at a later date during the period of this Agreement.
6. When any of the foregoing holidays fall on Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday, except in schools where summer school secretaries are needed.
7. An employee is expected to work at regular pay on any other local or religious holiday falling within her regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.

8. Whenever school is closed for students except for the holidays listed in A. 1., secretaries and clerical paraprofessionals will report to work from 9:00 a.m. to 3:00 p.m. except for summer vacation and in-service training days. Secretaries shall not work when school is closed to faculty because of inclement weather unless the Superintendent shall determine that such specific secretaries shall work in order to meet deadlines. The employee required to work shall receive compensation time for that particular day or portion worked.
9. The days before Thanksgiving and Christmas vacation will be a six (6) hour work day and the day before Easter recess will be a full work day.
10. Ten (10) month employees are entitled to such holidays as are included in the contract which fall in their term of employment.

11. Vacations

- a. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Members of the unit may bank a maximum of five (5) weeks accrued vacation time. Effective July 1, 2001, the maximum shall be six (6) weeks.
- b. An employee who dies before her contract period is completed will receive full recognition of her vacation rights. Vacation allowance to be forwarded in the form of cash payment to the estate within 120 days of death.
- c. If an employee retires on or after her anniversary date of employment during the contract period she will be entitled to the regular vacation she would have received under Section d. below, had she worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.
- d. Vacation schedule for all regular twelve (12) month employees will be:

<u>Years of Service</u>	<u>Vacation</u>
1-5 years	2 weeks
6-10 years	3 weeks
11-20 years	4 weeks
21-30 years	5 weeks
31-over	6 weeks

Employees hired on or after July 1, 2006, shall be credited with vacation on the July 1<sup>st</sup> following initial employment and then on July 1<sup>st</sup> each year thereafter.

- e. Employees hired July 1, 1984 or thereafter shall not be entitled to any vacation until after such employee has completed one (1) year of service in the district.
- f. In calculating years of service for vacation benefits, each year that the employee is employed in a twelve (12) month position shall be credited permanently to the employee regardless of transfers. Each year that the employee works in a ten (10) month position shall not be credited in calculating years of service for vacation benefits.
- g. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.
- h. Whenever a legal holiday falls within the scheduled vacation period, the employee will receive one (1) extra day of paid vacation.

B. CUSTODIAL AND MAINTENANCE EMPLOYEES

The Board and the Association agree that vacation benefits for custodial and maintenance employees covered by this AGREEMENT shall include and shall be limited to the following:

1. Annual vacations based on seniority shall be taken at a time approved by the Superintendent of Schools. Any vacation time earned during a contract year may be held over up to August 31 of the next succeeding year, however, up to four (4) weeks of said vacation time may be banked indefinitely for future use, notwithstanding the August 31 termination date.
2. An employee who dies before his contract period is completed shall receive full recognition of his vacation rights. If an employee retires on or after his anniversary date of employment during the contract period he will be entitled to the regular vacation he would have received under Section 3. below, had he worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.
3. The vacation schedule for regular twelve (12) month employees hired before July 1, 1987, will be:

From 6 months to 1 year	1 week
From 1st year to 5 years	2 weeks
From 5th year to 10 years	3 weeks
From 10th year to 20 years	4 weeks
From 20th year to 30 years	5 weeks
After 30th year	6 weeks
4. The vacation schedule for all regular twelve (12) month employees employed on July 1, 1987, or thereafter shall be:

Less than one (1) year	None
One (1) year to two (2) years of employment	one (1) week
From second (2nd) year to five (5) years of employment	two (2) weeks
From five (5) years to ten (10) years of employment	three (3) weeks
From ten (10) years to twenty (20) years of employment	four (4) weeks
From twenty (20) to thirty (30) years of employment	five (5) weeks
After thirty (30) years of employment	six (6) weeks

Employees hired on or after July 1, 2006, shall be credited with vacation on the July 1<sup>st</sup> following initial employment and then on July 1<sup>st</sup> each year thereafter.
5. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.

6. Whenever a foregoing legal holiday falls within the scheduled vacation period, the employee will receive one extra day of paid vacation.

7. Miscellaneous

- a. The Board shall grant one (1) day with pay for seven (7) custodial and/or maintenance employees to attend the N.J.E.A. Convention. Attendance will be on a rotation system. Proof of attendance by some official document secured at the convention must be presented to the Superintendent within three (3) days of the close of the Convention.
- b. An employee is expected to work at regular pay on any other local or religious holiday falling within his regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
- c. If schools are required to be open for teachers on a day set forth in Section 8. a. below, employees covered by this AGREEMENT will report to work on such day and will receive a compensatory day off at a later date during the period of the AGREEMENT.

8. School Calendar

- a. The following days will be "No Work Days" for Custodial and Maintenance Employees:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Birthday (2 days)  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
One (1) floating holiday \*

\* May be taken on a schedule approved by the immediate supervisor. Such approval shall not be unreasonably withheld.

- b. If the administration finds it necessary for a Custodial Maintenance Employee to work on days listed above, the employee's pay shall be computed at twice his regular rate for the hours worked. This provision is modified by 7. c. above. When any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday.
- c. All other days between July 1 and June 30, except Saturdays and Sundays are considered work days.
- d. Custodians B will not work the week between Christmas and New Year's Day.

C. Technology Department Non-Certificated

1. Annual vacations based on seniority shall be taken at a time approved by the Superintendent of Schools. Any vacation time earned during a contract year may be held over up to August 31 of the next succeeding year, however, up to four (4) weeks of said vacation time may be banked indefinitely for future use, notwithstanding the August 31 termination date.
2. An employee who dies before his contract period is completed shall receive full recognition of his vacation rights. If an employee retires on or after his anniversary date of employment during the contract period he will be entitled to the regular vacation he would have received under Section 3. below, had he worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.
3. The vacation schedule for all regular twelve (12) month Computer Hardware Technicians employed on July 1, 1987, or thereafter shall be:

Less than one (1) year	None
One (1) year to two (2) years of employment	one (1) week
From second (2nd) year to five (5) years of employment	two (2) weeks
From five (5) years to ten (10) years of employment	three (3) weeks
From ten (10) years to twenty (20) years of employment	four (4) weeks
From twenty (20) years to thirty (30) years of employment	five (5) weeks
After thirty (30) years of employment	six (6) weeks
4. Whenever a foregoing legal holiday falls within the scheduled vacation period, the employee will receive one extra day of paid vacation.
5. An employee is expected to work at regular pay on any other local or religious holiday falling within his regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
6. School Calendar

- a. The following days will be "No Work Days" for Computer Hardware Technicians:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Birthday (2 days)  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day  
 One (1) floating holiday \*

\* May be taken on a schedule approved by the immediate supervisor. Such approval shall not be unreasonably withheld.

- b. If the administration finds it necessary for a Computer Hardware Technician to work on days listed above, the employee's pay shall be computed at twice his regular rate for the hours worked. This provision is modified by Article 11, C. 7. above. When any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday.
- c. All other days between July 1 and June 30, except Saturdays and Sundays are considered work days.

D. TECHNOLOGY FACILITATOR

1. The vacation schedule for the Technology Facilitator will be:

<u>Years Of Service</u>	<u>Annual Vacation</u>
From 6 months to 10 years	3 weeks
After 10 <sup>th</sup> year to 20 <sup>th</sup> year	4 weeks
After 20 <sup>th</sup> year to 30 <sup>th</sup> year	5 weeks
After 30 <sup>th</sup> year	6 weeks

- a. After the initial six months of employment, all vacations will be calculated as if his/her employment began as of July 1 of the school year in which he /she was initially employed.
- 2. A Unit member may bank a maximum of five (5) weeks (25 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member. After the 20<sup>th</sup> year of District service, a unit member may bank up to 30 days of vacation. Unit members shall be paid for up to ten (10) credited vacation days at the per diem rate consistent with negotiated agreement. Notice of request for said payment must be on or before January 31. Payment shall be made on or before April 1.
- 3. Whenever a legal holiday falls within the scheduled vacation period of a member, the member will receive one extra day of vacation.
- 4. Earned annual vacation may be taken during a time other than provided for in A. 1. above, when mutually agreed upon between the Superintendent and the member.
- 5. A unit member who retires, may bank all accrued vacation into the year that the member will retire. Further, the unit member shall be entitled to use said accrued and banked vacation time prior to the date of retirement.



**ARTICLE 16**  
**CONDITIONS APPLICABLE TO ALL EMPLOYEES**

- A. Employees who may be required to use their own cars in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the same rate as paid by the State of New Jersey for State employees for all driving done between arrivals at the first location at the beginning of their work day, and their last location at the ending of their work day upon presentation to the Board of Education of a detailed voucher.
- B. USE OF EMPLOYEE'S VEHICLE
- Whenever any Unit member is required to transport school supplies or property in his own vehicle, he shall be reimbursed at the same rate as paid by the State of New Jersey employees. Such use of an employee's vehicle shall be on a voluntary basis. Use of employee's vehicles must be authorized by the School Business Administrator in order for the Unit member to receive reimbursement.
- C. All money collections and clerical work resulting from sale of goods or services within the school from which the school receives no monetary compensation shall be handled by the company representatives and not teachers.
- D. Any tenured teacher who is terminated because of reduction in the work force shall be compensated for unused sick days and personal business days according to the same formula as the special retirement allowance.
- E. The Board may require a teacher to write, grade, or assess any tests required by law or administrative code, and such shall be accomplished without any additional compensation or grant of released time to the teacher. This shall be done within the confines of the regular school day, as directed by the Superintendent.
- F. Any teacher employed during the summer in his/her professional capacity, other than summer school teachers, shall be compensated at the rate of 1/200th of his/her salary for each day worked.
- G. Any teacher required to work in excess of the regular work day and/or in excess of the regular work shall be granted compensatory time off equal to the extra hours or days worked.
- H. No middle or high school teacher shall be required to teach more than six (6) instructional periods per day except that the Administration may require no more than twenty (20) teachers to teach a seventh period.
- I. The Board agrees that in the scheduling of the Whittle Program there shall be no reduction in lunch time at the secondary level and no increase in pupil contact time.
- J. Heat shall be provided in all offices when secretarial employees are required to work and school is closed.
- K. The responsibilities normally delegated to a nurse shall not be considered the responsibility of a secretary.
- L. 1. There shall be a reimbursement of \$100 per year period beginning with the 2012-2013 year for personal shoe purchase by custodial employees and \$200 per year period beginning with the 2012-2013 year for personal shoe purchase by maintenance employees. A year is defined as July 1 through June 30. The employee must submit to the Business Office a receipt clearly delineating that the purchase was for shoes.
2. Custodial employees shall be provided five (5) uniforms on an annual basis. Maintenance employees shall be provided ten (10) uniforms on an annual basis. If a custodial or

maintenance employee takes uniforms during the year, he/she must wear a uniform every work day.

- M. There shall be up-to-date job descriptions for paraprofessionals.
- N. The Board shall make every reasonable effort to assist instructional paraprofessionals employed as of March 6, 2003, who currently do not meet employment requirements of the Federal and/or State governments to meet such requirements in order to maintain their positions in the district.
- O. The Board shall pay or reimburse to the Athletic Trainer reasonable expenses, as approved by the Board and as incurred by the Athletic Trainer, in the performance of his/her duties.

**ARTICLE 17**  
**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. Any teacher teaching in the above programs will be compensated at the tutorial rate effective at the time. (Article 11, A. 7.)
- C. 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.

**ARTICLE 18**  
**VACANCIES AND TRANSFERS**

- A. All vacancies caused by death, retirement, discharge, resignation or by the creation of new positions, shall be publicized within the school district by the Superintendent of Schools as soon as possible. All present employees applying for these vacancies will be given first consideration.
- B. All Association member requests for transfer shall be in a written request and if this request is granted or denied, said member shall receive a written notification of the decision.
- C. The Board of Education shall have the authority to transfer employees, whenever in the opinion of the Board, after careful study and consideration, such transfer would insure a more workable, efficient school district operation.
- D. The Board of Education and the Association recognize that teacher transfers and reassignments may be disruptive of the education 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.

1. **Teacher Request**

- a. 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.

- b. 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.
  - c. 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.
2. Administrative Decision
- a. 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. Notice of a voluntary or involuntary transfer or reassignment shall be given to teachers as soon as possible.

## ARTICLE 19 COURTESY TUITION

- A. Children of teachers and secretaries who reside outside of the Pennsville Public School District shall be permitted to attend the Pennsville Public Schools at a cost of 80% of the normal tuition charged. Effective July 1, 1997, this provision is invalid for all unit members except for any unit member who had an out-of-District child enrolled in the District during the 1996-1997 year. That employee(s) will continue to be covered by the Courtesy Tuition provision as long as that child is enrolled in the District.

## ARTICLE 20 REPRESENTATION FEE

A. PURPOSE OF FEE

It is agreed and understood that each member of the Association is responsible for the payment of any membership dues or initiation fees assessed by the Association, the New Jersey Education Association, and/or National Education Association. However, If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this AGREEMENT, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular

membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this AGREEMENT, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2, below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this ARTICLE, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in the ARTICLE, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1, above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this AGREEMENT becomes effective, the Board will submit to the Association, a list of all employees who

began their employment in a bargaining unit position during the preceding 30 day period. This list will include names, job titles and dates of employment for all such employees.

**D. INDEMNIFICATION AND SAVE HARMLESS PROVISION**

1. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision provided that the employer gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
3. It is expressly understood that 1, above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the employer or the employer's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE 21**  
**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.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

- A. This Contract shall be in effect commencing July 1, 2012, and shall continue through June 30, 2015.
- B. This Agreement shall be reproduced in a mutually acceptable format. The cost shall be borne equally by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

PENNSVILLE EDUCATION  
ASSOCIATION



President



Secretary

PENNSVILLE BOARD OF  
EDUCATION



President

  
Secretary

**SCHEDULE "A-3"**

**2014-2015**

**TEACHER SALARY GUIDE**

PENNSVILLE SCHOOL DISTRICT TEACHER SALARY GUIDE FOR 2014-2015						
STEP 14-15	BA	BA+30	MA	MA+30	MA+60	DR
1	43,595	44,943	46,236	47,530	48,824	50,118
2	44,095	45,443	46,736	48,030	49,324	50,618
3	45,495	46,843	48,136	49,430	50,724	52,018
4	46,820	48,168	49,461	50,755	52,049	53,343
5	48,083	49,431	50,724	52,018	53,312	54,606
6	50,145	51,493	52,786	54,080	55,374	56,668
7	52,145	53,493	54,786	56,080	57,374	58,668
8	54,755	56,103	57,396	58,690	59,984	61,278
9	58,085	59,433	60,726	62,020	63,314	64,608
10	61,875	63,223	64,516	65,810	67,104	68,398
11	65,730	67,078	68,371	69,665	70,959	72,253
12	69,840	71,188	72,481	73,775	75,069	76,363
13	74,098	75,446	76,739	78,033	79,327	80,621
14	76,405	77,753	79,046	80,340	81,634	82,928
15	81,000	82,348	83,641	84,935	86,229	87,523

**SCHEDULE "A-1"**

**Pennsville School District  
Salary Guide Movement for Teachers**

	<b>Base Year (2011-2012)</b>	<b>Year 1 (2012-2013)</b>	<b>Year 2 (2013-2014)</b>	<b>Year 3 (2014-2015)</b>
STEP	1	1	1	1
STEP	2	2	2	2
STEP	3	3	3	3
STEP	4	4	4	4
STEP	5	5	5	5
STEP	6	6	6	7
STEP	7	7	7	8
STEP	8	8	8	9
STEP	9	9	9	10
STEP	10	10	10	11
STEP	11	11	11	12
STEP	12	12	12	13
STEP	13	13	13	14
STEP	14	14	15	15
STEP	15	15	15	15

2012-2013

TEACHER SALARY GUIDE

PENNSVILLE SCHOOL DISTRICT TEACHER SALARY GUIDE FOR 2012-2013						
STEP 12-13	BA	BA+30	MA	MA+30	MA+60	DR
1	42,000	43,348	44,641	45,935	47,229	48,523
2	42,400	43,748	45,041	46,335	47,629	48,923
3	42,800	44,148	45,441	46,735	48,029	49,323
4	43,700	45,048	46,341	47,635	48,929	50,223
5	45,045	46,393	47,686	48,980	50,274	51,568
6	46,145	47,493	48,786	50,080	51,374	52,668
7	48,045	49,393	50,686	51,980	53,274	54,568
8	50,645	51,993	53,286	54,580	55,874	57,168
9	53,245	54,593	55,886	57,180	58,474	59,768
10	56,955	58,303	59,596	60,890	62,184	63,478
11	60,885	62,233	63,526	64,820	66,114	67,408
12	64,875	66,223	67,516	68,810	70,104	71,398
13	70,080	71,428	72,721	74,015	75,309	76,603
14	75,840	77,188	78,481	79,775	81,069	82,363
15	80,570	81,918	83,211	84,505	85,799	87,093



**SCHEDULE "A-2"**

**2013-2014**

**TEACHER SALARY GUIDE**

PENNSVILLE SCHOOL DISTRICT TEACHER SALARY GUIDE FOR 2013-2014						
STEP 13-14	BA	BA+30	MA	MA+30	MA+60	DR
1	42,700	44,048	45,341	46,635	47,929	49,223
2	43,200	44,548	45,841	47,135	48,429	49,723
3	44,545	45,893	47,186	48,480	49,774	51,068
4	45,350	46,698	47,991	49,285	50,579	51,873
5	46,570	47,918	49,211	50,505	51,799	53,093
6	48,245	49,593	50,886	52,180	53,474	54,768
7	50,095	51,443	52,736	54,030	55,324	56,618
8	53,055	54,403	55,696	56,990	58,284	59,578
9	56,325	57,673	58,966	60,260	61,554	62,848
10	60,445	61,793	63,086	64,380	65,674	66,968
11	63,860	65,208	66,501	67,795	69,089	70,383
12	67,710	69,058	70,351	71,645	72,939	74,233
13	71,938	73,286	74,579	75,873	77,167	78,461
14	76,290	77,638	78,931	80,225	81,519	82,813
15	80,800	82,148	83,441	84,735	86,029	87,323

**SCHEDULE "B"**

**COACHES' SALARY SCALE**

It is the intention of the Board of Education to assign teachers to Schedule B except in emergency situations. The Board shall comply with all statutory obligations in this respect.

LEVEL	TITLE, SPORT	
Level I	Head Coach: Football Baseball Boys' and Girls' Basketball Girls' Softball Wrestling Boys' and Girls' Soccer Field Hockey Boys' and Girls' Track	5637
Level I	Assistant Coach Football Baseball Boys' and Girls' Basketball Girls' Softball Wrestling Boys' and Girls' Soccer Field Hockey Boys' and Girls' Track	3795
Level II	Head Coach: Golf Indoor Track Boys & Girls Tennis Cheerleading, Fall Cheerleading, Winter Cross-County	4323
Level II	Assistant Coach, Faculty Manager: Golf Indoor Track Boys & Girls Tennis Cross-County	3454
Level III	7th and 8th Grade Boys' and Girls' Basketball	1790

1. A \$50.00 stipend in addition to the above salaries shall be paid to any coach or coaches authorized by the Board of Education to accompany a team or individual athletes competing in post-season championship play. Regional and/or state competition shall be considered a single competition.
2. The following incumbent coaches shall receive the indicated salaries instead of those listed in B above as long as they continue in the position.

Howard Herrmann (Football Salary only)	4666
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3. The Athletic Trainer shall receive an annual stipend of \$3,500.

**SCHEDULE "C"**

**EXTRA-CURRICULAR ACTIVITIES COMPENSATION**

It is the intention of the Board of Education to assign teachers to Schedule C except in emergency situations. The Board shall comply with all statutory obligations in this respect.

<b>ACTIVITY</b>	
H.S. Marching Band Director	3238
* per competition	138
* per musical	822
M.S. Band Director	995
Asst. H.S. Marching Band Director	2364
* per competition	111
Band Front Advisors (4)	1536
* per competition	83
Pit Orchestra (3)	579
Choral Director	1664
* per musical	822
Dramatics Advisor	1829
* per musical	822
Musical Director	1085
Choreographer	754
Senior Class Advisors (2)	1951
Junior Class Advisors (2)	1951
Sophomore Class Advisors (2)	1491
Freshman Class Advisors (2)	754
Eight Grade Advisors (2)	663
Seventh Grade Advisors (2)	663
Sixth Grade Advisors (2)	588
Honor Society	663
Literary Magazine	1248
Newspaper Advisor	1369
HS Orchestra Director	1286
Safety Patrol Advisors (3)	625
Stage Manager Advisors (2)	1454
HS Student Council (no assigned duty period)	1995
MS Student Council	1160
HS Visual Aide Advisor	1491
MS Visual Aide Advisor	1491
Yearbook Advisors (2)	1491
MS Orchestra	993
HS Concert Band	1286
Tri M Music Honor Society	663
High School Renaissance Committee Chair	2,400
Grade 6 Science Fair Advisor (1)	1,327
PMHS Science Fair Advisors (2)	1,327 (each)

**EXTRA-CURRICULAR ACTIVITIES COMPENSATION, continued**

<b>Club Advisors</b>	
Spanish	413
German	413
FBLA	918
Multi-Cultural Club	413
Science Fair – MS	1327
TSA	588
Mock Trial	1167
Drama	413
DuPont Academic League	745
Art Club	413
HS Rebel Club	413
History Club – HS	413
Middle School Broadcasting Club	1091

**SCHEDULE "D-1"**

**SECRETARIAL SALARY SCHEDULE**

- A. The salary schedule or salary amount appearing below is adopted by the Board of Education, applicable to full-time secretaries.
- B. A secretary covered by this salary schedule will advance one step on the salary scale every year until they reach maximum.
- C. All secretaries covered by this salary schedule shall be on duty twelve (12) months per year unless otherwise scheduled.
- D. All secretaries shall receive service increments beginning the sixteenth (16th) year of experience; beginning the twenty-first (21st) year of experience; beginning the twenty-sixth (26th) year of experience and beginning the thirty-first (31st) year of experience. The service increments shall be \$450.
- E. Each secretary covered by this salary schedule shall be given full credit for the number of years of business experience up to a maximum of five (5) years, when properly verified and attested to by the Superintendent of Schools.
- F. If a secretary earns a two-year Secretarial Science degree she will receive an additional degree increment of \$500.00 in 2012-2013, \$550.00 in 2013-2014, and \$600.00 in 2014-2015.

**SCHEDULE "D-2"**

**SECRETARIAL SALARY GUIDES**

**2012-2013, 2013-2014, and 2014-2015**

**Pennsville School District  
Salary Guide Movement for Secretaries**

	<b>Base Year (2011-2012)</b>	<b>Year 1 (2012-2013)</b>	<b>Year 2 (2013-2014)</b>	<b>Year 3 (2014-2015)</b>
STEP	1	1	1	1
STEP	2	2	2	2
STEP	3	3	3	3
STEP	4	4	4	4
STEP	5	5	5	5
STEP	6	6	6	6
STEP	7	7	7	7
STEP	8	8	8	8
STEP	9	9	9	9
STEP	10	10	10	10
STEP	11	11	11	11
STEP	12	12	12	12
STEP	13	13	13	13
STEP	14	14	14	14
STEP	15	15	15	15
STEP	16	16	16	16
STEP	17	17	17	17
STEP	18	18	18	18
STEP	19	19	19	19
STEP	20	20	20	20
STEP	21	21	21	20
STEP	22	22	21	20
STEP	23	22	21	20

**PENNSVILLE SCHOOL DISTRICT  
SECRETARIAL SALARY GUIDES FOR 2012-2013, 2013-2014, AND 2014-2015**

STEP 12-13	SALARY 12-13	STEP 13-14	SALARY 13-14	STEP 14-15	SALARY 14-15
1	38,656	1	39,790	1	40,894
2	39,356	2	40,490	2	41,594
3	40,056	3	41,190	3	42,294
4	40,756	4	41,890	4	42,994
5	41,456	5	42,590	5	43,694
6	42,156	6	43,290	6	44,394
7	42,801	7	43,990	7	45,349
8	43,601	8	44,945	8	46,346
9	44,556	9	45,942	9	46,786
10	45,553	10	46,382	10	47,201
11	45,993	11	46,797	11	47,633
12	46,408	12	47,229	12	47,900
13	46,840	13	47,496	13	48,165
14	47,107	14	47,761	14	48,728
15	47,372	15	48,324	15	49,306
16	47,935	16	48,902	16	49,933
17	48,513	17	49,529	17	51,556
18	49,140	18	51,152	18	53,179
19	50,763	19	52,775	19	54,853
20	52,386	20	54,449	20	56,414
21	54,060	21	56,010		
22	55,621				

**SCHEDULE "E-1"**

**CUSTODIANS B, CUSTODIANS A, & HEAD CUSTODIANS**  
**SALARY GUIDE**

**2009-2010**

STEP	CUST B	CUST A	HC
09-10			
1	25959	30199	32507
2	26459	30699	33007
3	26959	31199	33507
4	27459	31699	34007
5	28030	32307	34826
6	28600	32915	35644
7	29214	33433	36462
8	29925	34131	37280
9	30636	34729	38098
10	31347	35229	38917
11	32031	35729	39735
12	32714	36241	40555
13	33398	36741	41371
14	34062	37241	42292
15	34765	37741	43213
16	35449	38007	45405
17	37194	39829	46017
18	37914	40507	46628
19	38534	41212	47133
20	39294	41888	47817
21	39994	42574	48411
22	40694	43260	49006
23	41227	43947	49600
24	41912	44635	50184
25	42582	45319	51673
26	43307	46006	53152
27	44006	46767	54631
28	44739	47544	56110
29	45487	48327	57590



### **SCHEDULE "E-1", continued**

Custodian A appointees who do not possess a Boiler license shall receive the appropriate above salary less \$575. Effective July 1, 2000, a Custodian B who possesses a valid Black Seal license shall receive an annual stipend of \$300.

In addition to the above-stated salaries, all aides shall receive the following longevity increments:

After twenty (20) consecutive years of employment -	\$300
After twenty-five (25) consecutive years of employment -	\$600
After thirty (30) consecutive years of employment -	\$900

**SCHEDULE "F"**

**MAINTENANCE & GROUNDSKEEPER SALARY GUIDES**

**2012-2013, 2013-2014, and 2014-2015**

**Salary Guide Movement for Maintenance & Groundskeepers**

	<b>Base Year (2011-2012)</b>	<b>Year 1 (2012-2013)</b>	<b>Year 2 (2013-2014)</b>	<b>Year 3 (2014-2015)</b>
STEP	1	1	1	1
STEP	2	1	1	1
STEP	3	2	2	2
STEP	4	3	3	3
STEP	5	4	4	4
STEP	6	5	5	5
STEP	7	6	6	6
STEP	8	7	7	7
STEP	9	8	8	8
STEP	10	9	9	9
STEP	11	10	10	10
STEP	12	11	11	11
STEP	13	12	12	12
STEP	14	13	13	13
STEP	15	14	14	14
STEP	16	15	15	15
STEP	17	16	16	16
STEP	18	17	17	17
STEP	19	18	18	18
STEP	20	19	19	19
STEP	21	20	20	20
STEP	22	21	21	21
STEP	23	22	22	22
STEP	24	23	23	23
STEP	25	24	24	24
STEP	26	25	25	25
STEP	27	26	26	25
STEP	28	27	26	25
STEP	29	27	26	25

**PENNSVILLE SCHOOL DISTRICT  
MAINTENANCE AND GROUNDSKEEPER SALARY GUIDES FOR  
2012-2013, 2013-2014, AND 2014-2015**

<u>STEP</u> <u>12-13</u>	<u>M/GR</u>	<u>H/ MAINT</u>	<u>STEP</u> <u>13-14</u>	<u>M/GR</u>	<u>H/ MAINT</u>	<u>STEP</u> <u>14-15</u>	<u>M/GR</u>	<u>H/ MAINT</u>
1	38,526	41,320	1	39,461	42,473	1	40,716	43,823
2	39,026	42,038	2	40,099	43,206	2	41,353	44,570
3	39,664	42,771	3	40,736	43,953	3	41,991	45,332
4	40,301	43,518	4	41,374	44,715	4	42,628	46,109
5	40,939	44,280	5	42,011	45,492	5	43,336	46,902
6	41,576	45,057	6	42,719	46,285	6	44,107	47,711
7	42,284	45,850	7	43,490	47,094	7	44,947	48,536
8	43,055	46,659	8	44,330	47,919	8	45,787	49,378
9	43,895	47,484	9	45,170	48,761	9	46,828	50,236
10	44,735	48,326	10	46,211	49,619	10	47,503	51,111
11	45,776	49,184	11	46,886	50,494	11	48,378	52,004
12	46,451	50,059	12	47,761	51,387	12	49,254	52,915
13	47,326	50,952	13	48,637	52,298	13	50,129	53,844
14	48,202	51,863	14	49,512	53,227	14	51,004	54,791
15	49,077	52,792	15	50,387	54,174	15	51,879	55,758
16	49,952	53,739	16	51,262	55,141	16	52,755	56,744
17	50,827	54,706	17	52,138	56,127	17	53,630	57,749
18	51,703	55,692	18	53,013	57,132	18	54,478	58,775
19	52,578	56,697	19	53,861	58,158	19	55,343	59,821
20	53,426	57,723	20	54,726	59,204	20	56,225	60,888
21	54,291	58,769	21	55,608	60,271	21	57,125	61,977
22	55,173	59,836	22	56,508	61,360	22	58,037	63,087
23	56,073	60,925	23	57,420	62,470	23	58,979	64,218
24	56,985	62,035	24	58,362	63,601	24	59,934	65,373
25	57,927	63,166	25	59,317	64,756	25	60,907	66,552
26	58,882	64,321	26	60,290	65,935			
27	59,855	65,500						

In addition to the above-stated salaries, all employees shall receive the following longevity increments:

After fifteen (15) consecutive years of employment -	\$500.00
After twenty (20) consecutive years of employment -	\$800.00
After twenty-five (25) consecutive years of employment -	\$1,200.00

**SCHEDULE "G"**

**INSTRUCTIONAL PARAPROFESSIONALS &  
CLERICAL PARAPROFESSIONALS SALARY GUIDE**

**2012-2013, 2013-2014, and 2014-2015**

Each Instructional Paraprofessional and Clerical Paraprofessional who is covered by this Agreement shall be paid as follows:

<b><u>PENNSVILLE SCHOOL DISTRICT</u></b>					
<b><u>INSTRUCTIONAL PARAPROFESSIONAL AND CLERICAL PARAPROFESSIONAL SALARY GUIDES</u></b>					
<b><u>FOR 2012-2013, 2013-2014, AND 2014-2015</u></b>					
<b>STEP</b> 12-13	<b>SALARY</b> 12-13	<b>STEP</b> 13-14	<b>SALARY</b> 13-14	<b>STEP</b> 14-15	<b>SALARY</b> 14-15
1	15,527	1	15,794	1	16,157
2	15,727	2	15,994	2	16,357
3	15,927	3	16,194	3	16,557
4	16,127	4	16,394	4	16,757
5	16,327	5	16,594	5	16,957
6	17,571	6	17,838	6	18,201
7	18,323	7	18,590	7	18,953
8	19,030	8	19,297	8	19,660

In addition to the above-stated salaries, all aides shall receive the following longevity increments:

Longevity:

After five (5) consecutive years of employment -	\$300.00
After ten (10) consecutive years of employment -	\$600.00
After fifteen (15) consecutive years of employment -	\$900.00
After twenty (20) consecutive years of employment -	\$1,200.00
After twenty-five (25) consecutive years of employment -	\$1,500.00

Completion of 75 undergraduate credits: \$325

**SCHEDULE "H"**

**COMPUTER HARDWARE TECHNICIAN**

**2012-2013, 2013-2014, and 2014-2015**

The following salaries cover existing position occupants only.

NAME	2012-2013	2013-2014	2014-2015
Straub	\$47,209	\$48,436	\$49,695

1. The minimum annual salary for this position shall be \$43,575 in 2012-2013, \$44,708 in 2013-2014, \$45,870 in 2014-2015.
2. In negotiations for a successor Agreement, the parties shall negotiate a salary for succeeding contract years.
3. The District Webmaster will receive an annual stipend of \$3,000.

**SCHEDULE "I"**

**MUSIC ACCOMPANIST**

**2012-2013, 2013-2014, and 2014-2015**

The following salaries cover existing position occupants only.

NAME	2012-2013	2013-2014	2014-2015
Brody	\$22,048	\$22,621	\$23,209

1. The minimum annual salary for this position shall be \$20,838 in 2012-2013, \$21,380 in 2013-2014, and \$21,936 in 2014-2015.
2. In negotiations for a successor Agreement, the parties shall negotiate a salary for succeeding contract years.
3. This position carries with it all the rights and privileges of an Instructional paraprofessional portion of this agreement.

**SCHEDULE "J"**

**STUDENT INFORMATION AND TECHNOLOGY SPECIALIST**

**2012-2013, 2013-2014, and 2014-2015**

The following salaries cover existing position occupants only.

NAME	2012-2013	2013-2014	2014-2015
Goss	\$51,861	\$53,209	\$54,592

## SCHEDULE "K"

### Premium Sharing

PL 2011 c.78

	BASE SALARY	YEAR 1 PERCENTAGE	YEAR 2 PERCENTAGE	YEAR 3 PERCENTAGE	YEAR 4 PERCENTAGE
<b>FAMILY COVERAGE</b>					
Under	\$25,000	0.75%	1.50%	2.25%	3.00%
\$25,000 -	\$29,999	1.00%	2.00%	3.00%	4.00%
\$30,000 -	\$34,999	1.25%	2.50%	3.75%	5.00%
\$35,000 -	\$39,999	1.50%	3.00%	4.50%	6.00%
\$40,000 -	\$44,999	1.75%	3.50%	5.25%	7.00%
\$45,000 -	\$49,999	2.25%	4.50%	6.75%	9.00%
\$50,000 -	\$54,999	3.00%	6.00%	9.00%	12.00%
\$55,000 -	\$59,999	3.50%	7.00%	10.50%	14.00%
\$60,000 -	\$64,999	4.25%	8.50%	12.75%	17.00%
\$65,000 -	\$69,999	4.75%	9.50%	14.25%	19.00%
\$70,000 -	\$74,999	5.50%	11.00%	16.50%	22.00%
\$75,000 -	\$79,999	5.75%	11.50%	17.25%	23.00%
\$80,000 -	\$84,999	6.00%	12.00%	18.00%	24.00%
\$85,000 -	\$89,999	6.50%	13.00%	19.50%	26.00%
\$90,000 -	\$94,999	7.00%	14.00%	21.00%	28.00%
\$95,000 -	\$99,999	7.25%	14.50%	21.75%	29.00%
\$100,000 -	\$104,999	8.00%	16.00%	24.00%	32.00%
\$105,000 -	\$109,999	8.00%	16.00%	24.00%	32.00%
\$110,000 -	Over	8.75%	17.50%	26.25%	35.00%
<b>MEMBER/PARTNER &amp; PARENT/CHILD(REN) COVERAGE</b>					
Under	\$25,000	0.88%	1.75%	2.63%	3.50%
\$25,000 -	\$29,999	1.13%	2.25%	3.38%	4.50%
\$30,000 -	\$34,999	1.50%	3.00%	4.50%	6.00%
\$35,000 -	\$39,999	1.75%	3.50%	5.25%	7.00%
\$40,000 -	\$44,999	2.00%	4.00%	6.00%	8.00%
\$45,000 -	\$49,999	2.50%	5.00%	7.50%	10.00%
\$50,000 -	\$54,999	3.75%	7.50%	11.25%	15.00%
\$55,000 -	\$59,999	4.25%	8.50%	12.75%	17.00%
\$60,000 -	\$64,999	5.25%	10.50%	15.75%	21.00%
\$65,000 -	\$69,999	5.75%	11.50%	17.25%	23.00%
\$70,000 -	\$74,999	6.50%	13.00%	19.50%	26.00%
\$75,000 -	\$79,999	6.75%	13.50%	20.25%	27.00%
\$80,000 -	\$84,999	7.00%	14.00%	21.00%	28.00%
\$85,000 -	\$89,999	7.50%	15.00%	22.50%	30.00%
\$90,000 -	\$94,999	7.50%	15.00%	22.50%	30.00%
\$95,000 -	\$99,999	7.50%	15.00%	22.50%	30.00%
\$100,000 -	Over	8.75%	17.50%	26.25%	35.00%
<b>SINGLE COVERAGE</b>					
Under	\$20,000	1.13%	2.25%	3.38%	4.50%
\$20,000 -	\$24,999	1.38%	2.75%	4.13%	5.50%
\$25,000 -	\$29,999	1.88%	3.75%	5.63%	7.50%
\$30,000 -	\$34,999	2.50%	5.00%	7.50%	10.00%
\$35,000 -	\$39,999	2.75%	5.50%	8.25%	11.00%
\$40,000 -	\$44,999	3.00%	6.00%	9.00%	12.00%
\$45,000 -	\$49,999	3.50%	7.00%	10.50%	14.00%
\$50,000 -	\$54,999	5.00%	10.00%	15.00%	20.00%
\$55,000 -	\$59,999	5.75%	11.50%	17.25%	23.00%
\$60,000 -	\$64,999	6.75%	13.50%	20.25%	27.00%
\$65,000 -	\$69,999	7.25%	14.50%	21.75%	29.00%
\$70,000 -	\$74,999	8.00%	16.00%	24.00%	32.00%
\$75,000 -	\$79,999	8.25%	16.50%	24.75%	33.00%
\$80,000 -	\$84,999	8.50%	17.00%	25.50%	34.00%
\$85,000 -	\$89,999	8.50%	17.00%	25.50%	34.00%
\$90,000 -	\$94,999	8.50%	17.00%	25.50%	34.00%
\$95,000 -	Over	8.75%	17.50%	26.25%	35.00%

Payment of percentage of premium will go into effect upon expiration of collective bargaining agreement, or June 28, 2011, if no current collective bargaining agreement is in effect. New employees, after premium sharing above commences, will have no phase-in period. Payment cannot be less than 1.5% of base.

SCHEDULE "L"

PENNSVILLE MIDDLE SCHOOL SCHEDULING OPTIONS  
55 MINUTE ACADEMIC PERIODS/36 MINUTE ELECTIVES

**Option 1 –**

5 classes @ 55 minutes = 275 minutes = + 5 minutes

**Option 2 –**

4 classes @ 55 minutes = 220 minutes  
1 class @ 36 minutes = 36 minutes  
Total = 256 minutes = - 14 minutes

**Option 3 –**

3 classes @ 55 minutes = 165 minutes  
2 classes @ 36 minutes = 72 minutes  
Total = 237 minutes = - 33 minutes

**Option 4 –**

2 classes @ 55 minutes = 110 minutes  
3 classes @ 36 minutes = 108 minutes  
Title 1 Teacher Coordinator  
Total = 218 minutes = - 52 minutes

**Option 5 –**

6 classes @ 36 minutes = 216 minutes = - 54 minutes  
These teachers will also have two (2) lunch duty periods

Staff Lunch - 30 minutes  
Staff Report Time - 7:25 a.m.  
Staff Dismissal - 2:25 p.m.

Student Start Time - 7:40 a.m.  
Student Dismissal - 2:10 p.m.