



PENNSAUKEN EDUCATION ASSOCIATION

AGREEMENT

between the

Pennsauken

Education Association

and the

Pennsauken

Board of Education

July 1, 2008 to June 30, 2011

**PENNSAUKEN EDUCATION ASSOCIATION
NEGOTIATING TEAM**

Anne Marie DeWitt, Chief Negotiator.....High School
Bridget Kuensel.....Carson School
Jennifer Betz.....Roosevelt School
James Boice.....High School
Cindy Leff.....Middle School

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	iv
I. RECOGNITION	1
II. NEGOTIATION PROCEDURE	1
III. GRIEVANCE PROCEDURE	1
IV. TEACHER RIGHTS	4
V. ASSOCIATION PRIVILEGES	4
VI. SALARIES	5
VII. TEACHER HOURS	6
VIII. BARGAINING UNIT VACANCIES.....	8
IX. TEACHER EVALUATION	8
X. SCHOOL COMMUNICATIONS	9
XI. LIAISON	9
XII. LEAVES OF ABSENCE.....	10
XIII. TUITION REIMBURSEMENT.....	13
XIV. SABBATICAL LEAVE.....	14
XV. INSURANCE PROTECTION.....	15
XVI. BOARD FUNCTIONS.....	17
XVII. NON-TEACHING DUTIES.....	17
XVIII. TEACHER EMPLOYMENT.....	18
XIX. VOLUNTARY TRANSFER.....	20
XX. SUPERVISION OF STUDENT TEACHERS	20
XXI. CLASS SIZE	21
XXII. INVOLUNTARY TRANSFER AND REASSIGNMENT.....	21
XXIII. REDUCTION IN FORCE.....	21
XXIV. IN-SERVICE.....	22
XXV. AGENCY SHOP PROVISION.....	22
XXVI. MISCELLANEOUS PROVISIONS.....	23
XXVII. DURATION OF AGREEMENT.....	24
SCH. "A" TEACHER SALARY GUIDES.....	25-27
SCH. "B" ATHLETIC STIPENDS.....	28-29
SCH. "C" CO-CURRICULAR STIPENDS.....	29-30
APPENDIX	31-32

PREAMBLE

THIS AGREEMENT, entered into as of the 1st day of July, 2008, by and between the Board of Education of Pennsauken Township, Pennsauken, New Jersey, hereinafter called the "Board", and the Pennsauken Education Association, hereinafter called the "Association",

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Pennsauken School District is their mutual aim, and
WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and
WHEREAS, the parties having reached certain understandings, desire to confirm this Agreement as follows:

ARTICLE I - RECOGNITION

Section 1. The Board hereby recognizes the Association as the exclusive representative for the unit of employees, as hereinafter defined, for the purpose of collective bargaining with respect to wages and terms and conditions of employment.

Section 2. The term "employee", as used in this Agreement, shall include certified teaching personnel (including teachers, guidance counselors, teaching department chairpersons, teaching grade level chairpersons, librarians, nurses, social workers, learning disability specialists) in the employ of the Board, or any other person paid under Salary Schedule "A", and shall exclude all other employees.

Section 3. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Negotiations shall begin promptly after December 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

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

F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an event or condition which affects

the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days from the time when the teacher knew or should know of its occurrence.

B. 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 aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

c. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be changed by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, reasonable efforts will be made to expedite the process so that the matter may be resolved as soon as practicable.

2. Except for a grievance which involves a group of teachers, which may be initiated by the Association at the Superintendent level, any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the principal specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussions;
- d. the dissatisfaction with decisions previously rendered.

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

4. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the teacher and the principal.

5. If the grievance is not resolved to the teacher's satisfaction, he may - no later than five (5) school days after receipt of the Superintendent's decision - 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 of Education.

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher, and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and that teacher wishes review by a third party, then that teacher must, within ten (10) school days of the receipt of the Board's decision, request that of the Association and copy the Board on that request.

However, only the Association shall have the right to petition for arbitration and shall do so within thirty (30) days of the receipt of the Board's decision, by notifying the Board of its election to do so.

If the Association, itself, desires review by a third party, no such ten day notice is necessary, but the Association must notify the Board of its request for arbitration within the thirty (30) days after receipt of the Board's decision at issue.

7. a. The party desiring arbitration shall thereafter within five (5) days file with the American Arbitration Association (AAA) with a copy to the other party. A separate demand for arbitration for each grievance will be filed with the American Arbitration Association with a copy to each party involved. The American Arbitration Association will be requested to submit a roster of persons qualified to function as an arbitrator in the dispute in question, and the matter shall thereafter be processed pursuant to the Voluntary Labor Arbitration Rules of that Association.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory until such time as the Board of Education rejects two (2) awards. Once the Board has rejected the second award, all subsequent awards shall be final and binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

c. Rights of Teachers to Representation:

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

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

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

C. Salary Appeals

A grievance involving a question of salary shall be initiated by filing a duplicate statement of grievance with the Superintendent and the Board Secretary.

D. Cost

1. Each party shall bear the total cost incurred by themselves.
2. The fees and expenses of the American Arbitration Association and the Arbitrator will be shared equally by the grievant and the Board.
3. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the teacher must either be without pay or charged to personal time.
4. Unless mutually agreed to by a representative of the Board and representatives of the Association, arbitration proceedings will not take place during the school day.

ARTICLE IV - TEACHER RIGHTS

A. No teacher shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

B. 1. Whenever a teacher is notified to appear before an administrator, the Superintendent, the Board or any committees thereof concerning any matter not routine in nature and serious enough to result in termination of employment or which could adversely affect the teacher's salary or any increment pertaining thereto, the teacher shall be given prior notice (which will usually be in written form) of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting.

2. In addition, whenever such notice requires appearance before a Central Office Administrator or the Board or any of its committees, a copy of said notice shall also be given to the Association President.

3. Any suspensions shall be with pay until formal action of the Board.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or other affiliate.

D. Secondary school libraries shall be provided with one additional fully-linked computer for the exclusive use of the faculty.

ARTICLE V - ASSOCIATION PRIVILEGES

A. The Association and its representatives may use school buildings at all reasonable hours for meetings. Such meetings shall be arranged by a formal application from the Association to the Board.

B. The Association may have reasonable use of school facilities and equipment, such as typewriters, computers, copiers, etc. when such equipment is not otherwise in use.

C. The privileges set forth in paragraphs A and B above shall be suspended during any period of time the Association or its members engage in a strike.

D. The Association may have, in each school building, the use of a bulletin board in the faculty lounge for posting of information of professional interest.

E. The Association may use the interschool mail facilities and school mail boxes, as it deems necessary, without the approval of the building principal or the administration, where and while such facilities exist. The Board assumes no responsibility for delivery.

F. The Association shall be allowed to attend and be permitted to speak at all orientation periods for new teachers at a time determined by the Administration.

G. The Association shall be allowed to install telephones for its President and Negotiating Committee Chairman, at its own expense, in a suitable location on the school property.

H. The Board will provide one (1) period of released time per day (the last period) to the President of the Association and another person designated by the Association to be used for purposes of contract administration. The Board will provide the Elementary Vice President with the daily preparation period referenced in Art VII, Sec. H as the last period of each day which may be used for contract administration. The Board shall also allow two (2) periods per week for the Vice Presidents of the Middle School and the Intermediate School to be used for contract administration.

I. An Association representative may speak to teachers during any faculty meeting on the request of the representative at a time agreeable to the principal.

J. In the event the Board of Education decides to institute a program which involves the instruction of pupils by persons for whom the Pennsauken Education Association is not the collective bargaining representative, the Board will advise the Association in advance of its plans in this respect and, upon request, and without relinquishing any of its management functions or responsibilities, will discuss but not negotiate its plans with the Association.

K. On the first Wednesday of the month when a meeting of the Pennsauken Education Association Representative Council is held, and on the day when the Annual General membership meeting is held, members of the Association wishing to attend shall be permitted to leave school immediately after the departure of the last regularly scheduled bus, or at the end of their regularly scheduled school hours where no transportation situation is involved, in order to provide them with ample traveling time to attend the meeting.

ARTICLE VI - SALARIES

A. The salaries of all teachers covered by the Agreement are set forth in Schedule "A" attached hereto and made a part hereof.

B. The Board will provide payroll deduction for any teacher electing membership in the South Jersey Federal Credit Union.

C. Teachers shall receive their paychecks on alternate Fridays commencing with the second Friday in September. When a payday

falls on a school holiday or during vacation, teachers shall receive their paychecks on the last previous work day.

1. The Board of Education will provide a program for direct deposit of paychecks. Said program will allow the teacher at the start of any school year to designate a depository for the entire school year.

a. Any set up or monthly charges in connection therewith shall be paid by the individual teacher.

D. Teachers shall receive their final checks on the last work day in June, but not until all work is completed.

E. Salaries of all teachers covered by the Agreement who participate in athletic and co-curricular activities are set forth in Schedules "B" and "C" attached hereto and made a part hereof. Each teacher shall receive pay for such activity by check separate from the teacher's base paycheck. Final checks for such activity shall be issued following the completion of the activity.

F. If the Board requests a teacher to accept summer professional employment, other than summer school, summer music program, extended year instructors and related personnel and pre-placement testing, then such teacher will, effective July 1, 2008 be paid at the rate of \$35.00 per hour. Effective July 1, 2009 the rate shall be \$37.00 per hour. Effective July 1, 2010 the rate shall be \$39.00 per hour. In addition, teachers employed to do home tutoring will be paid at the same hourly rates.

G. Satellite Instructors shall receive stipends as follows: \$2,000 if conducted during the school day; \$3,000 if conducted after the end of the school day.

H. Any teacher (substitutes excluded) hired after the start of the school year shall receive the full increment on the salary scale the following year if such teacher has worked for more than ninety (90) work days in the that school year.

I. Individual salary adjustments from column to column on the Salary Guide will be made effective only as of September 1st and February 1st of each school year if evidence of additional course work completed prior to such dates is filed by the teacher with the Board no later than thirty (30) days after the respective dates.

J. All courses for which credit on the salary guide is sought shall be on the graduate level, unless a teacher desires to take a specialized course on the undergraduate level and secures prior written approval from the Superintendent.

K. Any teacher holding an earned doctorate degree in his/her specific field of teaching or education shall be paid \$2,000.00 above the appropriate step of MA+30 column of the teachers' salary guide.

ARTICLE VII - TEACHER HOURS

A. The total in-school teacher work day shall be: seven (7) hours, fifteen (15) minutes for all employees. The work day shall include a duty-free period during normal lunch hours. The lunch period in the middle school and high school shall be no less than the pupils receive. The duty-free lunch period for elementary school teachers shall be forty-two (42) minutes. Except that, on in-service days the lunch for all teachers shall be one (1) hour in length.

- On Friday of each week and on any day preceding a school holiday, teachers shall not be required to remain at the end of the school day beyond the departure of the regularly scheduled buses. For the purposes of this article, a school holiday is defined as any weekday when classes are not in session.
- B. Teachers may be required to remain after school for meetings for a period not to exceed one-half (1/2) hour beyond the above-mentioned teacher day. The number of such meetings will not exceed twenty-four (24) meetings in a school year. Teachers shall be notified at least one calendar week before such meetings and shall receive a list of topics to be discussed in advance of the meeting.
- C. Occasionally, and also during emergencies, teachers may be asked to extend their teaching day.
- D. Regular school hours, once fixed, shall not be changed without notice to and discussion with the Association.
- E. The Administration will make a conscientious effort to assign teachers so that the number of preparations, as well as the number of times a teacher is required to change teaching stations, will be kept to a minimum.
- F. The Board will set up a tutorial program, on a limited basis, in the high school and middle school, designed to provide additional instruction to students who require such attention. It is planned that a few teachers will be relieved from study hall, corridor, cafeteria and the like duty to devote their efforts to this program.
- G. Teachers will be permitted to leave the building during their lunch period upon condition that they sign out and sign in upon leaving and entering the building.
- H. Every effort will be made to provide teachers with a daily undivided preparation/conference period during which they shall not be assigned to any other duties. In instances where a daily preparation period cannot be scheduled, the Administration will rotate teacher schedules so that every effort is made to provide that the same teacher will not lack a daily prep period two years in a row.
- I. Every effort will be made to avoid having secondary teachers assigned to teach more than three (3) consecutive periods. In the situation where double periods are used, the teacher will not be required to meet with more than six (6) classes consecutively.
- J. The Administration will not assign teachers in grades five through twelve (5-12) to more than one (1) extra-curricular evening proctoring activity, two (2) parent-teacher conferences, and one (1) back-to-school night per school year up to and including the date of graduation. The Administration shall endeavor not to assign teachers in grades Pre-K-4 more than two (2) evening proctoring activities (Parent-teacher conferences and Back-to-School night excepted). The Back to School night program shall commence no later than 7:00pm.
- K. When elementary classes are being taught music, art, computer or physical education by special area teachers, the teacher whose classes are being taught may use that time as a preparation period. When physical education is being taught by classroom teachers, that activity will be scheduled so that one teacher will be responsible for his or her own class and the class of another simultaneously. The teacher

whose class has been taken over shall use that period as a preparation period.

L. A teacher may be assigned to cover the class of an absent colleague during his/her preparation period. After one (1) such assignment without compensation, the teacher shall be paid \$25.00 for each succeeding assignment.

M. Effective September 1, 1990, language arts teachers (grades 7 to 12 inclusive) shall be provided one (1) additional preparation period per week.

N. The administration has the right to assign duty periods in lieu of instructional time.

ARTICLE VIII - BARGAINING UNIT VACANCIES

A notice of vacancy in Association bargaining unit positions in the district shall be posted in the faculty room in each school and a copy shall be sent to the Association fifteen (15) days before the final date when applications must be submitted. The notice to be distributed by the Board shall designate the position, the qualifications, the general duties and the rate of compensation.

Teachers who desire to apply for such vacancies shall submit an application in writing to the Superintendent within the time specified in the notice. Teachers who desire to apply for positions, which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent together with the positions for which they desire to apply and an address where they can be reached during the summer. Should such a position open during the summer period, the Superintendent shall mail notice thereof to the teachers who have submitted their names at the addresses they have provided.

The selection of the person to be employed shall be the sole responsibility of the Board. In filling positions within the Bargaining Unit, consideration shall be given to qualified teachers already in the employ of the Board. If the procedures outlined above are not followed, the Association may file a grievance under Article III.

ARTICLE IX - TEACHER EVALUATION

A. Non-tenure teachers shall be evaluated at least three (3) times in each school year. Tenure teachers shall be evaluated at least one (1) time in each school year.

B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

C. All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved. Lesson plans shall be available upon request of supervisory personnel.

D. After each evaluation, the evaluator shall hold a conference with the teacher to discuss performance and make recommendations for improvement. The teacher shall sign the evaluation report which shall be countersigned by the evaluator and a copy given to the teacher. The signature of the teacher on the report shall not imply agreement with its contents and the teacher may make comments or explanation with respect to the evaluation. Such comments shall not be binding on the administration.

E. A teacher shall be informed of any complaints regarding him or her made to any member of the Administration by any parent, student or other person which are or may be used in any manner in evaluating such teacher. If any entry is made in the teacher's file as a result of such complaint, the teacher shall be given a copy of such entry. Anonymous complaints shall not be entered in a teacher's file.

F. A teacher shall be informed of any derogatory material which may be placed in his personnel file. The teacher shall acknowledge that he has 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 therewith.

G. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies, at the teacher's expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.

ARTICLE X - SCHOOL COMMUNICATIONS

A. An effort will be made to avoid announcements over the public address system at times which will interfere with the instructional program.

B. An effort will be made to avoid reading previously distributed printed material at faculty meetings.

C. An effort will be made to announce assemblies of teachers and students and the schedule for the day a reasonable time in advance.

D. There will be a direct communication system established between the gymnasium and nurse's office at both secondary schools.

E. Except in case of an emergency or where circumstances will not otherwise permit, no maintenance work which disrupts or distracts classes will be performed in a classroom during class period without the teacher's permission.

ARTICLE XI - LIAISON

A. The Association, as the representative of the teachers, and the Board recognize the desirability for continuing communication on subjects relating to current school practices and problems. To that end, the Association shall select a Liaison Committee of three (3) members which shall meet periodically during the school year with representatives of the Board to discuss and review all such matters in order that the quality of education may be maintained and improved.

B. 1. There shall be a building advisory committee in each school building. Such committee shall meet with the principal periodically by mutual agreement during the school year to discuss subjects relative to current school practices and problems of that school, and if sufficiently important, to refer the matter to the Liaison Committee for its consideration.

2. Each building advisory committee shall consist of one (1) member for every ten (10) teachers who teach in that school, but in no event shall it consist of fewer than two (2) teachers.

3. One-half (1/2) of the membership shall consist of the Association building representatives and other Association designees,

and one-half (1/2) of such membership shall be designated by the building principal.

4. The building liaison committee may meet and consult with other teachers in the building when assistance is required, provided such meetings do not interrupt class schedules.

ARTICLE XII - LEAVES OF ABSENCE

A. Sick Leave Allowance

1. All employees covered by this Agreement who are steadily employed by the Board of Education shall be entitled to the following sick leave: if employed prior to February 1, ten (10) days sick leave per year; if employed on or after February 1, five (5) days sick leave for the remainder of the year, and ten (10) days sick leave per year thereafter. Unused days of sick leave shall be accumulated from year to year.

2. If a covered employee is absent on sick leave for three (3) consecutive days or more, or where there is a pattern of abuse, a Doctor's Certificate may be required. If such employee is absent because of an illness immediately before or immediately after a holiday, a Doctor's Certificate may also be required.

3. A deduction of 1/200ths of an employee's annual salary shall be made for each day of unexcused absence, including days during the holiday if such Doctor's Certificate is not furnished.

4. a. Employees hired after September 1, 1997, who had been continuously employed for eight (8) consecutive years in one school system immediately prior to employment by this District shall be allowed to bring with them one half (1/2) of the sick leave which they have accumulated with their prior employer.

b. Employees employed by the Board prior to September 1, 1997, who have been continuously employed for eight (8) consecutive years in one school system immediately prior to such employment, shall be allowed one-half (1/2) of the sick leave which they have accumulated with the prior employer. After five (5) years of continuous employment by the Board, such employees will receive credit for the remaining fifty (50%) percent of the sick leave which they had accumulated with the prior employer.

5. At the beginning of the school year, each covered employee shall receive a statement of the number of sick leave days accumulated up to that time.

6. Upon retirement from the District, as certified by the Division of Pensions, the Board will pay the retiring employee retirement pay for all unused sick days accumulated by the employee while in the employ of the Pennsauken Township Board of Education according to the following schedules set forth below. The teacher shall have the option to receive the pay in the year of retirement or during the following January.

Days

- up to 100 days - \$54.00 per day;
- 101-150 days - \$63.00 per day for all days;
- 151-200 days - \$71.00 per day for all days;
- Over 200 days - \$80.00 per day for all days.

a. The teacher shall have the option to receive the retirement pay for the applicable sick days by July 14th of the year of retirement or in January of the following calendar year, provided, however, that the employee gives written notice of retirement by February 1. If no such notice is given by February 1, then payment may be made, at the option of the Board, by July 14 of the school year following the calendar year in which the employee retired.

b. If an employee dies while in the employ of the Board before retirement, the Board shall pay the dollar value of the accumulated sick days in accordance with the applicable foregoing schedule as a death benefit to the beneficiary(ies) designated by that employee. If no beneficiary has been designated then the Board shall pay to the estate of the deceased employee.

B. Temporary Leaves of Absence

All employees covered by the Agreement who are steadily employed by the Board of Education shall be entitled to the following non-accumulative leaves of absence with pay during each school year.

1. In the event of a death in the immediate family which occurs between September 1 and June 15th an allowance up to five (5) days leave shall be granted. Such leave must be used within thirty (30) days of the death. The Superintendent shall have the discretion to extend these periods where he deems it appropriate. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, parents-in-law, or any members of the employee's immediate household.

2. Where such a death occurs between September 1 and June 15th an allowance of two (2) days shall be granted to attend the funeral of the employee's grandparent provided any leave is used within twelve (12) days of death. The Superintendent shall have the discretion to extend these periods where he deems it appropriate.

3. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee's, or brothers or sisters of the employee's spouse provided any leave is used within twelve (12) days of death. The Superintendent shall have the discretion to extend these periods where he deems it appropriate. This leave may be extended by the use of personal leave provided for in subparagraph (4) hereof.

4. Subject to subparagraph (a), two (2) days leave of absence shall be granted for personal, legal, business, and/or medical problems that cannot be attended to during non-work hours. At the end of each school year, any unused personal leave days will be added to the sick leave available for the following year. Personal leave, except for emergencies approved by the Administration, cannot be taken on the day immediately preceding or following holidays, school vacations, or the opening or closing of the school year. Personal leave shall require application to the employee's principal or to their immediate superior at least five (5) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason therefore other than it is being taken under this section. Personal leave shall only be granted in "full" day increments and shall count as such even if used on less than a full school day.

a. In the event that a teacher is hired on or after February 1, an allowance of one (1) day of personal leave shall be granted for the remainder of the school year. Thereafter, such teacher shall be granted two (2) days of personal leave per year of employment.

5. A leave day for the last work day of the school year, shall be granted to attend a summer school which: (1) is located more than 300 miles from Pennsauken, and (2) in which the participant is required to be in attendance within two (2) days of the close of the Pennsauken schools, (3) provided all of the participant's work is completed and (4) provided further, that request for such allowance is made prior to June 1.

6. The Board agrees to continue full salary and benefits for those teachers who may be required to perform jury duty.

C. Disability Leave

1. Any employee who becomes disabled due to injury or illness (including pregnancy) shall notify the Superintendent as soon as possible after the injury is sustained, or after the illness becomes known, of the reason for the disability and the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability.

2. The employee shall be granted disability leave while disabled and during that time shall be paid sick leave allowance to the extent that same is available pursuant to subparagraph A, above, for days lost from work.

3. The Board may request employees who are absent on disability leave to provide it with medical reports from the teacher's treating physician and also, if it elects, to have the teacher examined by a physician of its choosing.

4. When absence - under circumstances described in Section 18A:30-6 of the New Jersey Statutes Annotated - exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200th of the annual salary.

D. Extended Leave of Absence

The Board may, at its discretion, and for legitimate reasons (including the care of an infant immediately following delivery) grant employees extended leaves of absence, without pay.

1. The employee shall make written application for such leave, stating the date the requested leave is to begin and date same is to terminate.

2. The date of return to work may be adjusted by the Board to the beginning of the school year in September or the beginning of the second semester.

3. When a leave has been granted the Board cannot guarantee that upon return to work the employee will be assigned to the same building, class, room or grade the teacher was assigned to before the leave.

4. If an employee who is granted an extended leave of absence works more than ninety (90) days in the school year, the employee shall

advance as in the salary guide and will receive the full increment on the salary scale the following year. If the employee works fewer than ninety-one (91) work days in the school year, the employee will not advance on the salary guide nor receive any increment for the following year.

5. Unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to the employee upon return from said leave of absence. Sick days and continuous service credit for sabbatical leave, tenure, and other purposes, etc., shall not accrue during such leave of absence.

6. The granting of leave of absence to a non-tenure employee will not obligate the Board to offer tenure or a new contract to such employee.

7. During the period of any extended leave the employee may continue in force and effect the insurance protection provided by Article XV of this Agreement by paying the regular monthly premiums if such coverage continuation is permitted by the respective carriers.

8. With respect to child care leave only, the Board will grant a tenured employee a leave for a period not to exceed twelve (12) calendar months from the date of the birth of the child. The date of the return by the employee may be adjusted by the Board to the beginning of the school year in September or the beginning of the second semester following the end of the requested leave.

E. Absences due to snow or inclement weather, when school is in session, will not be excused. Salary deductions will be made accordingly. Any deductions that are made are based on 1/200ths of the annual salary for each day's absence.

F. For each period of absence, other than personal illness, an employee will be required to complete and file an appropriate form with the office of the school Superintendent, regardless of the nature of the absence and the type of leave involved.

ARTICLE XIII - TUITION REIMBURSEMENT

A tuition reimbursement program is hereby established to foster staff development and assist teachers engaged in self-improvement, subject to the following conditions:

- A. Reimbursement shall be limited to not more than six (6) credit hours per year per teacher.
- B. Written application for reimbursement must be made to the Superintendent at least 30 days prior to enrollment in the course and during the applicable time periods:

Spring courses: September 15th - October 31st
Summer courses: April 15th - May 30th
Fall courses: June 15th - July 31st

The granting or denial of such application shall be made in writing within 15 calendar days of application.

- C. Undergraduate courses must be approved by the Superintendent.
- D. Approval by the Superintendent of graduate level courses will occur if the graduate course is part of an approved graduate program

in the field of education, or in the teacher's field of current certification(s), or leads to additional certification(s), or is related to the needs of the district.

E. To be reimbursed, the teacher must attain at least a grade of "C" for the course and provide written proof of such to the Superintendent's office. Payment shall be made within 30 days thereafter.

F. The rate of reimbursement per credit hour shall be established at the average rate charged by the New Jersey State Colleges.

G. For the duration of this Agreement, the Board's payment shall not exceed the following amount per year: \$130,000.00

ARTICLE XIV - SABBATICAL LEAVE

A sabbatical leave program is hereby established to permit a teacher to study, or to perform research of value to the school system, subject to the following conditions:

1. Leave shall be limited to not more than one (1) members of the faculty at any one time.

2. To be eligible for such leave, a teacher must have been employed continuously by the Board for a period of four (4) years prior thereto, and must have attained a Bachelor's Degree. No teacher shall be eligible for a second such leave during the term of his employment with the Board.

3. Application for such leave must be made on or before October 15th of the year preceding the school year for which it is requested. The granting or denial of such application shall be made in writing to the applicant no later than the December 1st immediately following.

4. Such application shall be on forms provided by the Board. Sabbatical leave shall be subject to Board approval.

5. Sabbatical leave shall extend for one year from July 1st to the following June 30th.

6. A teacher on sabbatical leave shall be paid by the Board at seventy-five (75%) percent of the salary he would have received had he remained on active duty. If a teacher receives a grant, paid fellowship, or a salary in connection with the activities herein authorized, such sums shall be added to the sum to be paid by the Board of Education, as above provided, and to the extent that the resulting total exceeds the teacher's scheduled salary, the Board of Education shall receive a credit on account of its obligation hereunder. Payments to teachers will be made at regular salary payment dates.

7. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained in active employment by the Board during such leave.

8. A teacher granted a sabbatical leave shall, subject to subparagraphs a and b below, reimburse the Board for pay received during said leave unless the teacher remains in the employ of the Board for at least three (3) full school years following the conclusion of the leave. The Board may require the execution of a personal promissory note as a condition of the award of said sabbatical.

a. The repayment obligation shall cease upon the death of the teacher. In addition, said obligation shall be suspended during periods of non-employment due to confirmed disability.

b. In appropriate cases, the Board and the teacher shall agree upon an installment repayment plan.

9. The sabbatical program will be terminated in the 2010-2011 school year. The last award process shall take place in 2008-2009.

ARTICLE XV - INSURANCE PROTECTION

A. The Board of Education will, during the term of this contract, provide at no cost to any tenured teacher, a Blue Cross/Blue Shield PPO program, or substantially equivalent coverage.

B. The Pennsauken Board of Education shall, for any teacher with less than three full years teaching experience in Pennsauken, i.e., not yet tenured, pay the premiums for an HMO program. At the first open enrollment period following accrual of tenure, that employee shall have the option of participating in the PPO program. Any newly hired employee who wishes to participate in the PPO program may do so provided that he or she pay the difference in premium between the HMO and the PPO.

C. All teachers shall receive coverage including spouse and dependent coverage as provided by the applicable plan.

1. A teacher may elect to forego the above coverage. In such event, the teacher shall receive the following:

- a. Family to no coverage \$2,300.00 per year
- b. Family to Single coverage \$1,300.00 per year
- c. Family to Husband/Wife coverage \$ 800.00 per year
- d. Family to Parent/Child coverage \$ 800.00 per year
- e. Husband/Wife to no coverage \$1,800.00 per year
- f. Husband/Wife to Single coverage \$ 800.00 per year
- g. Parent/Child to no coverage \$1,800.00 per year
- h. Parent/Child to Single coverage \$ 800.00 per year
- i. Single coverage to no coverage \$1,300.00 per year

2. If any teacher opts to forego any of the above coverage, that teacher's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

3. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee.

4. If it becomes necessary for a teacher to come back under the Board medical coverage within twelve (12) months after receiving the payment referred to above, the teacher shall reimburse the Board on a pro rata basis.

5. A teacher shall receive the above amounts in semi-annual payments in December and June of the school year in which he/she elected to forego coverage.

6. In years 2006-2008 the office visit co-pay shall become \$10.00.

D. The Board of Education will continue to provide, at no cost to the teachers, the current dental plan or substantially equivalent coverage with individual, family and dependent coverage as defined in the Plan.

1. For treatment plans beginning in the second year of the contract, after July 1, 2001 and for the balance of the term of the agreement, the orthodontic lifetime maximum coverage shall be increased to \$3,000.00.

2. For treatment plans beginning in the second year of the contract, after July 1, 2009 and for the balance of the term of the agreement, the calendar year maximum per patient for preventative, diagnostic, basic crowns and prostodontic services shall be increased to \$1,500.

3. A teacher may elect to forego the above coverage. In such event, the teacher shall receive the following:

- a. Family to no coverage \$200.00 per year
- b. Family to Single coverage \$125.00 per year
- c. Family to Husband/Wife coverage \$ 75.00 per year
- d. Family to Parent/Child coverage \$ 75.00 per year
- e. Husband/Wife to no coverage \$100.00 per year
- f. Husband/Wife to Single coverage \$ 75.00 per year
- g. Parent/Child to no coverage \$100.00 per year
- h. Parent/Child to Single coverage \$ 75.00 per year
- i. Single to no coverage \$100.00 per year

4. If any teacher opts to forego any of the above coverage, that teacher's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

5. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee.

6. If it becomes necessary for a teacher to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the teacher shall reimburse the Board on a pro rata basis.

7. A teacher shall receive the above amounts in semi-annual payments in December and June of the school year of which he/she elected to forego coverage.

E. The Board of Education will continue to provide, at no cost to the teachers, the current prescription drug plan with individual, family, and dependent coverage, as defined in the plan, or substantially equivalent coverage. Said plan shall provide for a \$15.00 co-pay per prescription for brand name drugs, \$7.00 co-pay for generic drugs, and \$15.00 for brand name, \$7.00 for generic if using mail order prescriptions.

1. A teacher may elect to forego the above coverage. In such event, the teacher shall receive the following:

- a. Family to no coverage \$500.00 per year
- b. Family to Single coverage \$300.00 per year
- c. Family to Parent/Child coverage \$200.00 per year
- d. Family to Husband/Wife coverage \$100.00 per year
- e. Parent/Child to no coverage \$300.00 per year
- f. Parent/Child to Single coverage \$100.00 per year
- g. Husband/Wife to no coverage \$400.00 per year
- h. Husband/Wife to Single coverage \$175.00 per year
- i. Single to no coverage \$200.00 per year

2. If any teacher opts to forego any of the above coverage, that teacher's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

3. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible

any tax consequences to any employee.

4. If it becomes necessary for a teacher to come back under the Board medical coverage within twelve (12) months after receiving the payment referred to above, the teacher shall reimburse the Board on a pro rata basis.

5. A teacher shall receive the above amounts in semi-annual payments in December and June of the school year of which he/she elected to forego coverage.

F. For each teacher who remains in the employ of the Board for the full school year, such coverage will be provided for the period extending from September 1st until August 31st of the following year.

G. During the school year, the Board will secure from the Plan or carrier, as the case may be, brochures describing the benefits provided by the coverage and distribute same to the teachers.

H. The Board will provide health care coverage for retirees under the following conditions provided they are not eligible for the health and major medical coverage provided by NJTPAF in accordance with Chapter 384, Public Laws 1987:

1. The retirement must be under TPAF and must be voluntary rather than due to disability.

2. The employee must have been employed as a teaching staff member in a public school district for at least 25 years (including credit for military service as provided by law).

3. The retirement must take effect on or before the employee's 62nd birthday except that an employee who becomes 62 years of age during the course of the school year may complete that year prior to retiring.

4. The health care coverage to be provided for such retirees shall be the same as that being provided to tenured teachers under the same plan and conditions for major medical, prescription and dental, as set forth above in this Agreement.

a. These prescription and dental plans shall also be provided hereunder to those retirees eligible for the NJTPAF coverage unless and until that coverage includes equivalent plans.

5. The cost of said coverage shall be paid on the same basis as required by the PEA Agreement.

6. The coverage will cease upon the employee attaining age 65, upon his/her death, or while having equivalent coverage elsewhere.

ARTICLE XVI - BOARD FUNCTIONS

The Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by Boards of Education in the management of the affairs of the school district.

ARTICLE XVII - NON-TEACHING DUTIES

A. Except for emergency situations, teachers shall not be required to drive students to activities away from school buildings.

B. Teachers shall be compensated at the mileage rate of \$0.31/mile, as established by the State Department of Education, when required to do so as a part of their duties in regard to mandatory travel between schools.

- C. Insurance coverage shall be provided for such trips.
- D. Teachers shall not be responsible beyond the end of the teacher's day for their students for private school pick-up.
- E. Teachers' participation in riding school buses transporting students to and from school shall be voluntary.
- F. Standardized tests will be machine-corrected where it is feasible to do so.
- G. Collection of lunch money by elementary teachers shall be limited to once each week.

ARTICLE XVIII - TEACHER EMPLOYMENT

- A. The school calendar applicable to teachers shall consist of one hundred eighty-eight (188) days per year between September 1st and the following June 30th. Three (3) of these days shall be for snow or emergency, and if not used, shall be deducted at a time determined by the Board of Education. In the event additional snow emergency days are needed, the necessary days will be made up as determined by the Board of Education.
- B.
 - 1. The work year of teachers employed on a ten (10) month basis shall be one hundred eighty-five (185) work days between September 1st and the following June 30th. Four of the days for which teachers are employed may be used for orientation and in-service. The remaining one hundred eighty-one (181) days shall be teaching days.
 - 2. In addition to the foregoing, teachers new to the Pennsauken School District shall be required to attend a one (1) day orientation workshop conducted prior to the first required work day for other teachers in order to acquaint them with Board and building level policies.
 - 3. The last school day before the Christmas holidays shall be a single session day unless December 24th falls on a Monday or Tuesday, then the preceding Friday shall be a full session day.
 - 4. N.J.E.A. Convention Days are not included in the above and shall be scheduled as school holidays.
- C. Tentative assignments will be given to teachers at least five (5) work days prior to the close of the school year, i.e., grade level to elementary teachers and specific courses within subject areas to secondary teachers. If there is any change in such assignment during the summer recess, the teacher will be notified of the change and given an opportunity to discuss same with the Administration.
- D. It is the Board's intention to hire only fully certified teachers holding certificates issued by the New Jersey State Board of Examiners whenever possible.
- E. It is the Board's intention to assign teachers to teach only in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners whenever possible.
- F. On or before May 15 of each year, the Board shall give to each non-tenure teacher then employed by it either:
 - 1. A written offer of a contract for employment for the succeeding school year with such salary and benefits as required by law or by agreement between the Board and the Association; or
 - 2. Written notice that such employment will not be offered. Any

non-tenure teacher receiving notice that a teaching contract for the succeeding school year will not be offered may within fifteen (15) calendar days after such notice request in writing a statement of the reasons for such non-employment from the Superintendent. Such statement of reasons shall be given in writing within fifteen (15) calendar days after the receipt of such request. Should such a teacher request to appear before the Board of Education, the provision of the New Jersey Administrative Code 6:3-1.20, as now in effect or as hereafter amended, shall apply. Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, the provisions of N.J.S.A. 18A:27-11 and 12 shall apply.

3. Tenure teachers shall receive, within the same time frame, a letter of intent to re-employ with such salary and benefits as may be required by law or agreement between the Board and Association.

G. Schedule "B" positions will be posted as follows:

Fall Sports

post in January and make recommendations to the Board in February

Winter Sports

post in April and make recommendations to the Board in May

Spring Sports

post in June and make recommendations to the Board in July

Those applicants for Schedule B positions not being recommended to the Board shall be notified of that fact.

1. Contracts for Schedule "C" positions will be offered to persons selected by the Board on or before September 15th of each school year. Such contracts shall be signed and returned to the Board before September 30th immediately following.

2. Schedule "B" positions remaining unfilled or unaccepted after June 15th in each year and Schedule "C" positions remaining unfilled or unaccepted after September 30th in each year shall be placed upon a list which, as to Schedule "C" positions, shall be posted in the schools where the job vacancies exist, and as to Schedule "B" positions, shall be posted in all schools, and a copy delivered to the Association.

Persons desiring to apply for any such position shall submit written applications to the Superintendent within the time limit specified in the notice. The Board reserves the right to fill any such vacancy with a person selected by it.

H. A notice of the vacancy or of a new position in the summer school program which is known to exist before May 30th of each year shall be posted in the faculty room of each school and a copy shall be sent to the Association before that date. The Board will fill any such position from among the applicants who have the certification and the qualifications required to perform it.

I. Whenever a teacher applies for a professional day, the application shall be forwarded to the Superintendent or an Assistant Superintendent, who shall in his/her discretion, approve or disapprove such application.

J. The Board may post any summer employment for Child Study Team positions at \$275.00 per day. The Board will run this program on an as needed basis.

K. The Board may post any summer employment for Guidance Counselors positions at \$275.00 per day. The Board will run this program on an as needed basis.

ARTICLE XIX - VOLUNTARY TRANSFER

A. No later than June 1st of each school year the Superintendent shall deliver to the Association and post in all school buildings a list of known vacancies which shall occur during the following school year.

B. Teachers interested in filling any such vacancies or in changing grade, subject assignment or building for the following school year must file a written request for consideration for same not later than June 10th. Any such request shall remain valid only until August 15th following.

C. Such request shall state the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. The Board may ask the teacher to give the reasons for such request.

D. The requests submitted will be considered in filling such vacancies for the following year. The primary consideration of the Board in this connection shall be the best interest of the school system. Other considerations shall be the qualifications and length of service of the applicants. Where all factors are relatively equal, the transfer will be given to the teachers with the greatest length of service.

E. Teachers who have requested such vacancies will be notified in writing of the Board's action thereon.

ARTICLE XX - SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility
The Board of Education and the Pennsauken Education Association mutually recognize that the education of the children of the Pennsauken School District is their primary responsibility. They further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

B. Procedure
The following procedures shall govern the supervision of student teachers:

1. Tenure

No teacher shall have a student teacher under his supervision unless said teacher has obtained at least three (3) years teaching experience.

2. Voluntary Participation

Each teacher shall have the right to accept or reject a student teacher. The teacher shall receive sufficient notice prior to the student's introduction to the classroom.

3. Eligibility to Teach

A student teacher shall teach only in areas for which he will be eligible for certification.

4. Record and Interview of the Student Teachers

Prior to the assignment of student teachers, the Superintendent, through the principal, shall arrange for an interview of the student with the prospective cooperating teacher. The cooperating teacher may request from the student teacher a listing of the completed college

courses and notations of special talents, as well as the beginning and termination dates of the assignment and holidays or special events which will affect the student teacher's attendance.

5. Released Time

Each cooperating teacher will be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student's college.

ARTICLE XXI - CLASS SIZE

A. Any elementary class which, as of the first school day, consists of thirty-five (35) or more students shall have a teacher's aide assigned to that class in addition to the regular teacher as long as the class size remains as herein set forth.

B. An effort will be made to keep the size of special area classes relatively equal.

ARTICLE XXII - INVOLUNTARY TRANSFER AND REASSIGNMENT

A. It is recognized that circumstances may arise where the transfer and reassignment of a teacher is required by administrative action to insure a well-balanced staff in terms of professional qualifications and experience, to permit the effective implementation of an additional program, to avoid an imbalance of teachers equipped to meet the needs of the instruction program at a particular grade level or for a specific ability group, to reduce staff due to decrease in enrollment, or to promote the best interests of the school system.

B. When such transfer and reassignment is contemplated for the following school year, notice thereof shall be given to the teacher affected by June 1st preceding. If the need for the transfer and reassignment arises thereafter, the teacher affected will be notified as soon as practicable.

C. Upon receipt of notice of a contemplated transfer and reassignment the teacher shall, upon request, be granted a meeting with the Superintendent, or his representative, who will discuss the proposed transfer with the teacher. The teacher may, at his option, have an Association representative present at such meeting.

D. When an involuntary transfer or reassignment is necessary, the primary consideration of the Board in this connection shall be the best interests of the school system. Other considerations shall be the qualifications, experience and length of service of the teacher or teachers involved.

E. The Administration will provide assistance to any teacher who is reassigned after the commencement of the school year. In addition to packing and moving assistance, the Administration will provide elementary teachers with release time after lunch of the day prior to the move for the purpose of facilitating said move.

ARTICLE XXIII - REDUCTION IN FORCE

A. Should the Board determine to reduce the regular full-time work force covered by this Agreement, it shall notify the Association and the employees to be affected as soon as practicable, but not less than thirty (30) days before the layoff is to take place. The Association shall also be given a list setting forth the names of all teachers affected by the

reduction in force, their employment dates and the areas of their respective certification.

B. Non-tenure teachers shall be laid off before teachers having tenure, except in cases where there are no tenured teachers in the employ of the Board who have the State certification which the Board requires.

C. If the Board determines to lay off a tenured teacher, then provision of N.J.S.A. 18A:28-9 et seq. shall apply.

D. Without in any way diminishing the Board's responsibility and authority to determine whether or not to continue in its employ any non-tenure teacher who does not meet its standards and also whether or not to grant tenure to a non-tenure employee, it will, as a matter of principle, state that when reduction in force becomes necessary, full-time non-tenure employees with a shorter term of employment with the Board will be laid off before those with longer employment. For a period of fourteen (14) months after the date such teacher is laid off, the Board will make an effort to place any teacher who loses his position by reason of a reduction in force in the Pennsauken School System before the hiring of any teacher who is a new applicant for regular full-time employment. All persons currently on layoff, who have State certification qualifications required for any vacancy, and the President of the Association, shall be given written notice of the existence of any such vacancy which they are qualified to fill at least fifteen (15) calendar days before the post is to be filled. The Association shall be supplied at all times with an accurate list of all personnel who are currently on layoff. If a teacher on layoff is notified of a vacancy and does not accept same, that teacher shall not be considered for any further vacancies.

ARTICLE XXIV - IN-SERVICE

In accordance with existing practice, the Administration will provide in-service professional improvement programs which will be cooperatively planned by it and the faculty. The Superintendent or his designee will head up this activity. The Association President or his designee shall be a member of any planning committee.

ARTICLE XXV - AGENCY SHOP PROVISION

A. During the term of this Agreement all non-member employees in the collective bargaining unit represented by the Association shall be required to pay the Association a representation fee in lieu of dues for services rendered by the Association. The representation fee shall be the maximum amount authorized by law. Once a month the Association shall submit to the Board a list of those employees which it claims are non-members of the Association and the amount of dues claimed for each person and give notice to each employee named thereon that the claimed representation fee will be deducted from the employee's pay. Within thirty (30) days after receipt of said list, the Board will begin deduction of the claimed representation fee from the pay thereafter due to the employees named on the list, in equal installments and will transmit the amount so deducted to the Association all in the same manner as membership dues deductions for Association members are customarily handled.

B. It is understood and agreed that the Board shall have no duty or responsibility to determine membership or non-membership of any employee in the Association or to verify the accuracy of any claim for representation fee submitted by the Association. In consideration of the Board making the deductions herein provided for, the Association hereby indemnifies and saves the Board harmless from and against any and all claims, demands, proceedings, actions, suits, damages, costs and fees and all forms of liability to any employee or otherwise that arise out of or by reason of action taken by the Board pursuant to the provisions of this Article.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

A. 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.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by hand delivery or certified letter to the following addresses:

1. If by Association to Board at:
Pennsauken Board of Education
1695 Hylton Road
Pennsauken, New Jersey 08110
2. If by the Board to Association at:
Pennsauken Education Association
Post Office 254
Pennsauken, NJ 08110

C. The goal of the Board of Education will be to place a computer in every classroom of a teacher who has taken and completed computer training as well as to put one computer reserved for teacher's use in the library of the high school and the middle school.

D. All teachers shall be provided adequate technology to complete mandatory paperwork.

E. The Administration shall provide swipe card access for each teacher at the building to which he/she is assigned.

F. Teachers who serve on the district Professional Development Committee shall be granted release time to attend district-wide meetings regarding Professional Development.

ARTICLE XXVII - DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 2008, and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year first above written.

ATTEST: PENNSAUKEN EDUCATION ASSOCIATION

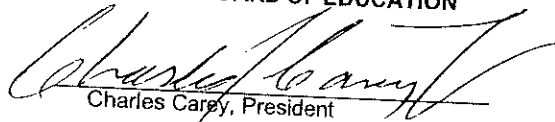


Anne Marie DeWitt, President

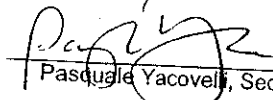


Debra Kobus, Secretary

ATTEST: PENNSAUKEN BOARD OF EDUCATION



Charles Carey, President



Pasquale Yacovelli, Secretary

**SCHEDULE A
SALARY GUIDE FOR 2008-2009**

YRS EXP.	LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	49100	49650	50325	51550	52875	54425
2	2	49600	50150	50825	52025	53375	54925
3	3	50150	50700	51375	52600	53925	55475
4	4	50750	51300	51975	53275	54375	56175
5	5	51450	52100	52800	54175	55625	57175
6	6	52300	53250	54025	55600	57250	58800
7	7	53400	54450	55300	57150	59100	60700
8	8	54875	56150	57075	59400	61475	63075
9	9	56800	58300	59250	61675	63950	65550
10	10	59225	60725	61675	64125	66475	68225
11	11	62050	63550	64500	66950	69300	71050
12	12	65225	66725	67675	70125	72475	74225
13	13	68525	70025	70975	73425	75775	77525
14	14	71925	73425	74375	76825	79175	80925
15	15	75425	76925	77875	80325	82675	84425

**SCHEDULE A
SALARY GUIDE FOR 2009-2010**

YRS EXP.	LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	50975	51525	52225	53475	55000	56600
2	2	51525	52075	52775	54025	55550	57150
3	3	52125	52675	53375	54600	56150	57750
4	4	52775	53325	54025	55350	56950	58550
5	5	53450	54100	54800	56225	57975	59575
6	6	54300	55250	56025	57650	59450	61050
7	7	55375	56525	57375	59225	61275	62875
8	8	56775	58075	58975	61250	63500	65100
9	9	58600	60100	61050	63525	65950	67550
10	10	61025	62525	63475	65975	68475	70225
11	11	63850	65350	66300	68800	71300	73050
12	12	67025	68525	69475	71975	74475	76225
13	13	70325	71825	72775	75275	77775	79525
14	14	73725	75225	76175	78775	81175	82925
15	15	77225	78725	79675	82175	84675	86425

131

**SCHEDULE A
SALARY GUIDE FOR 2010-2011**

YRS EXP.	LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	53000	53575	54300	55600	57200	58975
2	2	53625	54200	54925	56225	57825	59600
3	3	54275	54850	55575	56875	58475	60250
4	4	54950	55525	56250	57575	59325	61100
5	5	55650	56325	57075	58525	60450	62225
6	6	56375	57325	58150	59825	61750	63525
7	7	57325	58475	59375	61275	63425	65200
8	8	58725	60025	60925	63300	65675	67450
9	9	60550	62050	63000	65575	68100	69875
10	10	62975	64475	65425	68025	70625	72400
11	11	65800	67300	68250	70850	73450	75225
12	12	68950	70450	71400	74000	76600	78375
13	13	72250	73750	74700	77300	79900	81675
14	14	75650	77150	78100	80700	83300	85075
15	15	79150	80650	81600	84200	86800	88575

**SCHEDULE B
ATHLETIC STIPENDS**

GROUP - POSITION	08-09	09-10	10-11
HIGH SCHOOL			
A Football - Head Coach	8285	8385	8485
Football - Asst. Coach	6035	6135	6235
B Band Director	6710	6810	6910
Basketball B/G - Head Coach	6710	6810	6910
Wrestling - Head Coach	6710	6810	6910
Band Assistant	5185	5285	5385
Band Front Coordinator	5185	5285	5385
Basketball B/G Asst. Coach	5185	5285	5385
Wrestling - Asst. Coach	5185	5285	5385
C Baseball - Head Coach	6510	6610	6710
Field Hockey - Head Coach	6510	6610	6710
LaCrosse - Head Coach	6510	6610	6710
Soccer B/G - Head Coach	6510	6610	6710
Softball - Head Coach	6510	6610	6710
Track & Field B/G - Head Coach	6510	6610	6710
Trainer	6510	6610	6710
Baseball - Asst. Coach	4985	5085	5185
Field Hockey - Asst. Coach	4985	5085	5185
LaCrosse - Asst. Coach	4985	5085	5185
Soccer B/G - Asst. Coach	4985	5085	5185
Softball - Asst. Coach	4985	5085	5185
Track & Field B/G - Asst. Coach	4985	5085	5185
D Cross Country B/G - Head Coach	5285	5385	5485
Swimming Co-Ed - Head Coach			
Tennis B/G - Head Coach	5285	5385	5485
Volleyball B/G - Head Coach	5285	5385	5485
Swimming - Asst. Coach			
Volleyball B/G - Asst. Coach	4185	4285	4385
E Bowling - Head Coach	4435	4535	4635
Golf - Head Coach	4435	4535	4635
Indoor Track - Head Coach	4435	4535	4635
Asst to Band Director	3785	3885	3985
Drumline	3585	3685	3785
F Cheerleading-Head Coach-Fall	3685	3785	3885
Cheerleading-Head Coach-Winter	3685	3785	3885
Cheerleading-Asst. Coach	2485	2585	2685
Indoor Guard	3685	3785	3885

MIDDLE SCHOOL

G Baseball - A&B	4535	4635	4735
Basketball B/G - A&B	4535	4635	4735
Cheerleading-Head Coach	4535	4635	4735
Field Hockey - A&B	4535	4635	4735
Soccer B/G - A	4535	4635	4735
Soccer B - B	4535	4635	4735
Softball - A&B	4535	4635	4735
Track & Field	4535	4635	4735
Wrestling	4535	4635	4735

**SCHEDULE C
CO-CURRICULAR STIPENDS**

GROUP - POSITION	08-09	09-10	10-11
-------------------------	--------------	--------------	--------------

HIGH SCHOOL

A Activities Account	4745	4845	4945
Class Advisor (Grade 12)	4745	4845	4945
Newspaper	4745	4845	4945
School Musical Director	4745	4845	4945
Yearbook	4745	4845	4945
B Class Advisor (Grade 11)	4195	4295	4395
Stage Band	4195	4295	4395
Vocal Music	4195	4295	4395
C Class Advisor (Grade 10)	3695	3795	3895
Class Advisor (Grade 9)	3695	3795	3895
Yearbook Asst.	3695	3795	3895
D Instrumental Music	3395	3495	3595
E School Musical Asst.	2795	2895	2995
Sch Musical Asst - Choreographer	1885	1985	2085
Sch Musical Asst - Business Mgr	1485	1585	1685
F Gold Card	1845	1945	2045
National Honor Society	1845	1945	2045
Student Government	1845	1945	2045

MIDDLE SCHOOL

G	Stage Band	3595	3695	3795
	Student Council	3595	3695	3795
	Student Store	3595	3695	3795
H	Instrumental/Vocal Music	3395	3495	3595
	Newspaper	3395	3495	3595
	Yearbook	3395	3495	3595
I	Gold Card	1110	1210	1310

INTERMEDIATE SCHOOL

J	Student Council	3595	3695	3795
K	Instrumental/Vocal Music	3395	3495	3595
	Newspaper	3395	3495	3595

ELEMENTARY SCHOOLS

L	Instrumental Music	1945	2045	2145
	Vocal Music	1945	2045	2145

K - 12

M	Department Heads	4610	4710	4810
	Head Teacher	4610	4710	4810

APPENDIX

**PENNSAUKEN EDUCATION ASSOCIATION
2008-2009 OFFICERS**

President	Anne Marie DeWitt	High School
Vice President - Elem.	Jennifer Betz	Roosevelt School
Vice President - Inter.	Lauren Addison	Intermediate school
Vice President - Middle	Cindy Leff	Middle School
Vice President - High	Mark Klimek	High School
Secretary	Debra Kobus	High School
Treasurer	Laurie Quattrone	High School

**PENNSAUKEN EDUCATION ASSOCIATION
2008-2009 COMMITTEE CHAIRPERSONS**

Budget	Laurie Quattrone	High School
C.C.C.E.A.	William Martell	Baldwin School
Constitution	Jody Silverman	Intermediate school
Defense	Debra Kobus	High School
Grievance	James Boice	High School
Legislation	Bridget Kuensel	High School
Liaison	Anne Marie DeWitt	High School
Membership	Jennifer Worrell	Carson School
Member Workshops	Amy Brancato	Burling School
Negotiations	Anne Marie DeWitt	High School
Nominations	Margaret Sutton	Middle School
PEAL Editor	Peter Colangelo	High School
Pride	Danielle Scott	Intermediate School
Professional Development	Carolyn Schultz	Delair School
Retired Educators	Nancy Clasby	

**PENNSAUKEN EDUCATION ASSOCIATION
2008-2009 REPRESENTATIVES**

REPRESENTATIVE	SCHOOL
Marianne Antczak	Baldwin
Cynthia Cook	Burling
Bridget Kuensel	Carson
Elizabeth Bosco	Delair
Kerry McHugh-Moles	Fine
Christine Chranowski	Franklin
Linda Mariani	Longfellow
Gwen Fitzgerald	Roosevelt
Steven Frost	Booker T.
Lauren Addison	Intermediate
Cindy Leff	Middle
Mark Klimek	High

**PENNSAUKEN TOWNSHIP BOARD OF EDUCATION
2008-2009**

Charles Carey, President
Matthew McDevitt, Vice President
Rick D. Brown
Eric Dobson
Bernhard Kofcoet
Samantha Muller
Danny O'Brien
Mark Schott
Michael Stargell

Dr. James Chapman, Superintendent of Schools
Pasquale Yacovelli, Business Administrator

TELEPHONE NUMBERS

PEA 486-1981 Anne Marie DeWitt
www.pennsaukenpea.org

CCCEA 489-1267
489-0564 Fax
www.cccea.com

NJEA Uniserv 782-1225 Donna Maurer/
Gail Coudriet
627-6024 Fax

NJEA Trenton 609-599-4561
609-392-6321 Fax
www.njea.org

PRINTED AND DISTRIBUTED BY THE
PENNSAUKEN EDUCATION ASSOCIATION

Printed by Excel Color Graphics, Inc.
207 West Jersey Ave
Woodbury Heights, NJ 08097
(856) 848-3345

IMPORTANT CONTRACT DATES

APRIL

- 15th to May 31st, enrollment for summer tuition reimbursement
Article XVIII
- winter sports/schedule C positions - will be posted
Article XVIII

MAY

- on or before the 15th, non-tenure teachers will receive a contract offer/letter of non-renewal
Article XVIII
- on or before the 15th, tenure teachers will receive a letter of intent to return
Article XVIII
- on or before the 30th, known vacancies and/or new positions in summer school will be posted
Article XVIII
- 31st, close of summer tuition reimbursement period
Article XIII
- winter sports/schedule B positions - recommended to the Board
Article XVIII
- before June 1st, request for 1 day travel leave to summer school
Article XII

JUNE

- no later than the 1st, known vacancies for the following year will be posted
Article XIX
- by the 10th, voluntary transfer request must be submitted
Article XIX
- 5 work days before school ends, all teachers will receive tentative schedules or grade assignments for the next year
Article XVIII
- spring sports/schedule B positions - will be posted
Article XVIII
- 15th to July 31st, enrollment for fall tuition reimbursement
Article XIII

