

MAY 14, 2003

AGREEMENT
BETWEEN
PENNSVILLE ADMINISTRATORS ASSOCIATION
AND
PENNSVILLE TOWNSHIP BOARD OF EDUCATION
JULY 1, 2003 - JUNE 30, 2006

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ARTICLE 1
RECOGNITION

The Board of Education of Pennsville Township recognizes the Pennsville Administrators Association as the collective negotiating unit (hereinafter called the "Unit") for the purposes of collective negotiations as set forth in Chapter 123, P.L. 1974 for all principals and assistant principals employed by the Board.

ARTICLE 2
UNIT MEMBERS' RIGHTS

- A. No Unit member shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or agent of representative thereof, shall be subject to the grievance procedure within set forth.
- B. Whenever any Unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Unit member in his/her office, position, or employment or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview. A notice of 48 hours shall be given before any member is required to appear before the Board. If mutually agreeable, this time line may be waived.
- C. Any complaints or criticism regarding an Administrator 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 an Administrator shall be promptly investigated and called to the attention of the Administrator within a reasonable length of time.

ARTICLE 3
ASSOCIATION RIGHTS

- A. Whenever by mutual agreement between the Unit and the Board or its representatives, any representative of the Unit or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data and information of the Pennsville School District required for the purposes of negotiation and which is public record.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the Unit that there has been to him/her a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, and administrative decisions affecting him/her.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. An "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 Membership to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative of his/her own choosing.

C. Procedure

1.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, or death in the family, this time limit may be extended by mutual agreement between the parties involved.
 - b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
 - 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

An assistant principal who has a grievance shall discuss it first with his/her principal and a principal who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the informal decision of his/her principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his/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 from the date of receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he/she 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 within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing.

The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to 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 Unit, the employee grievant 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 grievance concerning:

- a. Any matter of which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or
 - c. A complaint by any certified 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.
6. A request for arbitration will be honored only if the employee grievant, his/her representative and the Unit 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 award.
7. The following procedure shall be used to secure the services of an arbitrator.
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the matter at issue.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days, or the initial request for arbitration a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement or Board policy if at issue. He/she may add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. He/she shall not have the authority to substitute his/her judgment as to the degree of discipline determined by the Superintendent or Board. The award of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the

hearing room shall be borne equally by the Board and the Unit. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 5
VACATIONS

A. Annual vacations for Unit members, based on length of service in the Pennsville School District shall be taken within the contract period at the discretion of the Superintendent of Schools. For unit members hired after July 1, 2003, vacation entitlement is based upon length of service as an administrator in the District.

1. The vacation schedule for all Unit members will be:

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION</u>
In the 1 st year of service	A prorated number of days based upon 15 days for a full year's service *
From 1 year to 3 years	3 weeks
After the 3 rd year to 20 th year	4 weeks
After 20th year to 30th year	5 weeks
After 30th year	6 weeks

* Example: an administrator starts on a November 1. The next July 1, he/she shall be credited with ten (10) days of vacation (15 days x .667 of the 12 month year).

- a. After the initial six months of an administrator's employment, all vacations for that employee will be calculated as if his/her/er 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 six (6) weeks (30 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. Unit members shall be paid for up to ten (10) credited vacation days at the per diem rate consistent with Article 6, A. Notice of a 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 Unit member.
5. A Unit member who retires, may bank all accrued vacation into the year that the Unit member will retire. Further, the Unit member shall be entitled to use said accrued and banked vacation time prior to the date of retirement.

B. Separation From Service

1. A Unit member who dies before his/her contract period is completed shall receive full recognition of his/her vacation rights in the form of a vacation allowance to be given as a cash payment to his/her estate.
2. A Unit member who resigns or retires during the contract year shall receive full recognition of his/her vacation rights.

ARTICLE 6
WORK YEAR AND SCHOOL CALENDAR

- A.
 1. The Administrators employed under this Agreement shall have a work year of two hundred forty (240) days per year.
 2. The work year for all administrators will be lessened only by legal holidays, contracted vacation time sick time or personal business days.
 3. Administrators shall work two (2) days during the Christmas recess and two (2) days during the NJEA Convention. An administrator may use vacation time for any of these days with the written approval of the Superintendent. In addition, an administrator may satisfy the NJEA Convention work requirement by attendance at that Convention or the PSA Convention.
- B. The Superintendent of Schools shall consult with the Unit as to development of a school calendar and work schedule for recommendation to the Board of Education. The Superintendent of Schools shall also consult with other individuals and organizations within the school district and, as he/she sees fit, individuals and organizations other than those within the school district.

ARTICLE 7
VACANCIES AND TRANSFERS

- A. All administrative vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized in all schools in the School District. Such publication shall be accomplished by the Superintendent of Schools as soon as possible. In addition, the Superintendent may concurrently publicize the position outside the School District.
- B. Said notice of vacancy or new position shall set forth the qualifications for the position. It shall be the responsibility of the Superintendent to establish qualifications for all vacant or new positions.
- C. Unit members who desire to apply for such vacancies or new positions shall apply in writing to the Superintendent within the time limit specified in the notice. Applications shall include a current resume of experience and an official transcript of graduate studies.
- D. All vacancies and new positions shall be filled on the basis of the competencies required for the position as determined by the Superintendent and the Board of Education.
- E. All applicants for any vacant or new position shall be notified in writing of the decision of the Board.

ARTICLE 8
SHORT-TERM ABSENCES

- A. Sick Leave
 - 1. All members of the Unit shall be allowed personal sick leave with pay for one and one-half (1-1/2) days per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year.
 - 2. As provided by statute, Unit members may accumulate up to fifteen (15) days of unused sick leave each year.
 - 3. In case of illness in the immediate family of a member, and upon request of the member to the Superintendent of Schools, sick leave may be granted to the member.

B. Death In Family

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, 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 employee 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.

C. Personal Business

Upon request to the Superintendent of Schools, and with his/her approval, Unit members will be granted time off for personal business.

D. Sick Leave Extended

In the event of an illness which extends beyond the number of days of personal sick leave accumulated by a member, said member may request the use of accumulated

vacation time as additional sick leave. The Superintendent may grant or deny such request and may require such extended illness to be verified by a physician.

E. Other Absences

Requests for absence with pay to attend professional meetings or conferences shall be submitted to the Superintendent of Schools in writing and shall specify the nature of the meetings or conference, number of days absence requested. The decision of the Superintendent or the Board of Education with respect to the request for absence and any request for reimbursement of expenses shall be final.

F. Payment for Unused Sick Leave

Any administrator who has been employed by the Pennsville Board of Education for ten (10) or more years shall be eligible for payment for unused sick leave.

1. Notice of retirement, in writing, must be submitted to the Board of Education no later than December 15th of the school year in which the administrator intends to retire. Failure to notify the Board by December 15th shall be deemed a waiver of payment for unused sick leave, except in cases of emergency, which the Board shall consider on an individual basis. The administrator shall select a plan for payment of payment for unused sick leave in accordance with the provisions of Paragraphs 4. and 5. of this Section.
2. A Unit member 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:

20 years or more of service to the District *	\$35,000
12 years or more of service to the District *	\$25,000
For Unit members hired before July 1, 1997	\$20,000

*All service calculated as of the close of business June 30, 1997

For unit members hired on or after July 1, 1997: \$83 per day effective July 1, 2003; \$86 per day effective July 1, 2004; and, \$90 per day effective July 1, 2005. Payment shall be made up to 150 days.

3. The daily salary shall be computed as 1/240 of the highest salary earned by the administrator during his/her employment by the Pennsville Board of Education.
4. The payment for unused sick leave shall be paid in one (1) of the following plans, provided that the administrator has selected such plan and provided further that the administrator provides notice in writing of his/her choice prior to December 15th of the school year in which the administrator intends to retire:

Plan I

Lump sum of July 15 of the next budget year following retirement.

Plan II

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

Plan III

- a. One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
- b. One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
- c. One third (1/3) of retirement allowance 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. Although the administrator is required under the provisions of subparagraph "1." hereof to provide notice of retirement in writing by December 15th of the year in which he/she intends to retire, the administrator shall not be required to provide notice of the plan for payment of payment for unused sick leave until April 1st of the school year in which the administrator intends to retire. As established in subsection "4." hereof, however, Plan I, Plan II, and Plan III shall not be available

to the administrator unless such plans are selected not later than December 15th of the school year in which the administrator intends to retire. Thus, if notice of the plan selected is provided after December 15th of the school year in which the administrator intends to retire, the only Plan available to the administrator is payment in one (1) lump sum on July 15th of the second fiscal year following the administrator's retirement.

6. Payment for unused sick leave shall not be considered part of the administrator's regular salary for pension computation purposes.
7. If the administrator dies before full payment is made, the balance of the payment for unused sick leave shall be paid to his/her/estate.
8. If the administrator dies while actively employed, the payment for unused sick leave shall be paid to his/her/estate.
9. Any tenured administrator who is terminated because of reduction in the work force shall be compensated for unused sick days according to the same formula as payment for unused sick leave.

ARTICLE 9 PERSONNEL FILES

- A. Official files shall be maintained in accordance with the following procedures:
 1. The Superintendent will place in a Unit member's file all material received from and signed by responsible sources concerning a Unit member's conduct, service or character.
 2. A Unit member shall have the opportunity to review the contents of his/her/estate file, except for pre-employment records, at times mutually convenient to the member and the Superintendent of Schools.
 3. A Unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

ARTICLE 10
SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedules "A" which is attached hereto and made a part of this Agreement.
- B. An employee may authorize the Board to make deductions for the purpose of a tax sheltered annuity pursuant to the provisions R.S.18A:66-127, et seq. and the terms of a group contract to be approved by the Board.
- C.
 - 1. If an Administrator is promoted to an Administrative position whose salary schedule is higher than the salary schedule of the position from which he/she is being promoted, the Administrator shall be paid the next higher dollar amount on the salary schedule for the position to which he/she is being promoted. If such promotion occurs after April 30th, the new salary, computed as aforesaid, will remain the same for the next academic year.
 - 2. When an assistant principal is promoted to a principal's position, the P.A.A. and the Board shall negotiate the new salary.

ARTICLE 11
INSURANCE PROTECTION

- A. The Board of Education shall provide the health care insurance protection designated below.
 - 1. Health/hospitalization insurance for all eligible unit members and his/her dependents. Effective with the 1994-1995 contract, covered employees shall pay 20% of the next \$5000 medical expenses in any year after meeting their insurance deductible.
 - a. The Board will pay 100% of the premium for the PC5 Plan for all eligible unit members. If an eligible unit member chooses to enroll in any other plan offered by the Board, and if that plan cost exceeds the cost of the PC5 plan at the relevant enrollment level, the employee shall pay the difference between the PC5 plan premium and the premium of the plan selected. Employee payment shall be made through regular payroll deductions.
 - b. Eligible unit members who are covered by some other health insurance program are encouraged not to sign for double coverage.

2. Prescription Insurance

- a. The Board shall provide a prescription drug insurance plan, without contraceptives. The employee co-pay shall be \$0 mail order; \$10 generic; and \$20 brand name.
 - b. In 2003-2004 and 2004-2005, the Board shall assume the actual cost of premiums for the prescription plan.
 - c. Effective July 1, 2005, the enrolled employee shall contribute \$444 toward coverage in 2005-2006. For 2005 -2006, the Board shall assume the balance of the premium for the prescription plan. The actual contribution to the premium paid by the Board at each enrollment level for 2005-2006 shall become the maximum Board contribution at each enrollment level for future years, unless and until changed by the parties in writing.
3. The Board will provide full family dental insurance coverage with a limit not to exceed \$500 per member. The dental plan shall include a \$25 annual deductible per individual and a \$75 annual deductible per family.
4. The parties agree that otherwise-eligible employees may voluntarily waive their entitlement to any or all insurances under Article 11, A. 1., A. 2. and A. 3. Those employees who do so shall receive 30% 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.

The above provisions shall expire on June 30, 2006, 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.

5. The parties will implement a Section 125 account program which will include a contribution by the Board of \$132 per person, with the option of employees to contribute more money to their own account. The foregoing is contingent on the parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. Effective at the close of business on June 30, 2004, the Board contribution of \$132 will cease.

ARTICLE 12
SABBATICAL LEAVES

- A. Full-time administrative employees shall be eligible to apply for sabbatical leave in accordance with the following provisions:
1. A tenured administrator who has completed a minimum of seven (7) years of continuous service in the schools of Pennsville Township is eligible.
 2. Sabbatical leave may be requested for either a full year or one-half year.
 3. Sabbatical leave shall be for the purpose of educational advancement only. Acceptance of other full-time employment during such leave is prohibited.
 4. The term of sabbatical leave shall be taken with the regular school year (July 1 to June 30).
 5. No more than one (1) administrator shall be granted such leave in any one year.
 6. Employees granted sabbatical leave shall receive one-half (1/2) their annual contracted salary if such leave is for one (1) year, or one-quarter (1/4) of their annual contracted salary if such leave is for one-half (1/2) year. Stipends for such leave will be divided into equal monthly installments and paid on the fifteenth (15th) day of each month the employee is on sabbatical leave.
 7. Application for sabbatical leave must be filed in writing to the Superintendent of Schools on or before December 1 preceding the proposed leave year. Such application shall state the purpose of such leave and the intended duration of the leave. The Superintendent will consult with the Administration Committee of the Board of Education and the President of the Pennsville Administrators Association and they, jointly will make recommendations to the Board. Within one (1) month of receipt of a recommendation, the Board will notify the applicant in writing stating whether his/her request was granted or denied.
 8. If granted sabbatical leave, the grantee shall agree in writing to return to Pennsville Township School District and work at least two (2) years after such leave expires.
 9. If an employee on sabbatical leave resigns during such leave, he/she shall refund to the Board all such salary paid to him/her during the period of leave. If an employee resigns within one (1) year of the expiration of his/her sabbatical leave, he/she shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired proportion of one (1) year shall bear to said period.

10. Upon return from sabbatical leave, the employee will present a report to the Board of Education describing his/her study during such leave and proposals for making use of it in his/her work in the Pennsville School District.

ARTICLE 13
MISCELLANEOUS PROVISIONS

- A. Except in emergencies when they are not available, the Superintendent shall consult appropriate Unit members regarding professional personnel selection, assignment transfer, or evaluation of any person assigned or to be assigned to a member's building. Information or advice received through such consultations will be considered by the Superintendent prior to his/her making any final decision or recommendation to the Board of Education.
- B. Credit for Post Graduate Work
 1. Administrators are encouraged to continue further training in recognized colleges and universities.
 2. Candidates for further academic work shall register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain approval of the Superintendent for the program. The Superintendent in approving college semester credits and programs, will be guided by the thought, "Will this program improve this individual's performance as an administrator in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.
 3. Unit members presently receiving the \$10.00 per credit per year stipend will continue to receive that stipend for credits approved prior to July 1, 1975. Unit members presently receiving the \$15.00 per credit per year stipend will continue to receive that stipend for credits approved after July 1, 1975, but prior to July 1, 1980. Unit members obtaining Post Graduate credits after July 1, 1980, will receive a stipend of \$20.00 per credit per year. Effective July 1, 1995, the per credit rate for credits earned after that date are \$37.50. Effective July 1, 1996, the per credit rate for credits earned after that date are \$40.00. Only credits earned while in the employment of the Pennsville School System will be approved.
 4. If such work leads to a column change, the column change will be made and the enabling credits will be discontinued.
 5. If credits are earned, and no degree obtained, such credits will continue in effect permanently.

6. Post graduate credits will be submitted for approval for payment on the following dates: July 1, credits to be retroactive to the month following completion of the course work; October 1, credits to be retroactive to the month following completion of the course work; March 1, credits to be retroactive to the month following completion of the course work.

- C. 1. There shall be a professional development plan to cover tuition and fees for graduate courses (a. below), other professional development activities (b. below), and professional dues (c. below). The maximum expenditure by the Board for any employee in any July 1 through June 30 period for this plan shall be \$2,500 effective July 1, 2003; \$2,700 effective July 1, 2004; and, \$3,000 effective July 1, 2005.
- a. 1) tuition and registration fees for graduate courses taken by an Unit member provided that the courses taken by the Unit member are:
- a) directly related to the assignment of the Unit member at the time the course is taken or,
 - b) a course which is approved by the degree-granting institution and is applicable to the Doctorate in education.
- 2) In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.
- 3) In order to be eligible for reimbursement a Unit member must receive at least a "B" in an approved graduate course.
- 4) All Unit members who have no earned credits toward the next column will be covered by the tuition reimbursement plan and not the credits payment plan under B. above.
- 5) At the beginning of the 1997-2000 Agreement, each Unit member 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 B. 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 Unit member 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 Unit member 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 Unit member reaches the next column, all credits earned after that date will be covered by the tuition reimbursement plan.

- 6) All new Unit members hired on or after July 1, 1997, shall be covered by tuition reimbursement only.
 - b. The Superintendent may approve other professional activities of a worthwhile nature. Such approval must be in writing prior to the activity. Applications by Unit members shall indicate the activity, dates of the activity, location of the activity, the amount sought for said activity and the reasons which the Unit member believes such participation would be beneficial to the District.
 - c. Each Unit member will be reimbursed to partially pay his/her dues in either the NJASA, PSA, or SCAA, upon proof of membership. The per person annual maximum reimbursement shall be \$700 effective July 1, 2003; \$800 effective July 1, 2004; and \$900 effective July 1, 2006.
2. As of April 15, all unused and unencumbered professional development monies allocated to unit members will be pooled. Each unit member wishing to use the unexhausted funds may apply for the unexhausted funds in writing before May 1st. The activity the unit member seeks to have covered must receive the written approval of the Superintendent and the activity must occur during the current July 1 through June 30 period. The monies will be equally divided among unit members who have applied for them and have received the written approval of the Superintendent, but the total of professional development reimbursement cannot exceed the actual cost of the approved professional activity.
- D. The Board of Education will maintain a centralized system of calling substitute teachers on a daily basis.
 - E. Whenever it becomes necessary because of an extended absence of an administrator and another administrator is directed by the Board of Education to assume the extra responsibilities of the absent administrator, the other administrator will receive a stipend of 5% of his/her yearly salary. The stipend will be paid only after the administrator has served in the dual capacity for a period of thirty (30) consecutive school days.

ARTICLE 14
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 15
DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2003, and shall remain in full force and effect until June 30, 2006.
- B. This Agreement shall be copied and distributed. The cost shall be borne equally by both parties.

PENNSVILLE ADMINISTRATORS ASSOCIATION:

BY: _____
President

Date: _____

PENNSVILLE BOARD OF EDUCATION:

BY: _____
President

Date: _____

BY: _____
Secretary

Date: _____

SCHEDULE A
SALARIES
2003-2004, 2004-2005 and 2005-2006

ADMINISTRATOR	2003-2004	2004-2005	2005-2006
Burris	\$81,172	\$84,565	\$88,159
Broadbent	\$57,475	\$60,868	\$63,455
Curtis	\$91,833	\$95,226	\$99,273
Jones	\$88,694	\$92,087	\$96,001
Lytle	\$89,575	\$92,968	\$96,919
Moore	\$86,686	\$90,079	\$93,907
Murphy	\$63,450	\$66,843	\$69,684

The salaries shown above include the base salary and any applicable degree credit monies (see below) in place as of July 1, 2003. If any administrator qualifies for additional degree credit monies during the term of this contract, those monies will be added to the salary amount listed above. The above monies do not include post-graduate credit monies under Article 13, B. 3.

Degree Credit Monies

The salaries shown above include degree credit monies for the following graduate credit or degree levels for all Unit members as of July 1, 2003. If a Unit member advances to one the following graduate credit or degree levels during the contract, the following occurs:

Master's to Master's +30	=	+\$1,300
Master's + 30 to Master's + 60	=	+\$1,300
Master's + 60 to Doctorate	=	+\$1,300

The High School Principal who has Learning Center oversight responsibilities shall receive a stipend of \$2,090 effective July 1, 2003; \$2,179 effective July 1, 2004; and, \$2,271 effective July 1, 2005.

and the Middle School Principal who has Learning Center oversight responsibilities shall receive a stipend of \$1,045 effective July 1, 2003; \$1,089 effective July 1, 2004; and, \$1,136 effective July 1, 2005.

At the close of business on June 30, 2006, the salary of each unit member on staff as of that date shall increase by \$1,000. In negotiations over a successor contract, the parties will use a scattergram which uses the actual salary for the administrators received during the 2005-2006 year. Such a scattergram will not include the \$1,000 in the 2005-2006 base to be bargained from.