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AGREEMENT

BETWEEN THE

PENNSVILLE EDUCATION ASSOCIATION

AND THE

PENNSVILLE TOWNSHIP BOARD OF EDUCATION (Employer)


 JULY 1, 1984 - JUNE 30, 1987

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ARTICLE I

RECOGNITION

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

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

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

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

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor AGREEMENT in accordance with Chapter 123, Public Laws 1974 in a goodfaith effort to reach agreement concerning the terms and conditions of teachers' employment.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data, and information of the Pennsville School District required for the purposes of negotiation and which is public record.
- C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in the RECOGNITION of this AGREEMENT, with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws 1974 for the duration of this AGREEMENT.
- D. This AGREEMENT incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this AGREEMENT, neither party shall be required to negotiate with respect to any matter whether or not covered by this AGREEMENT and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this AGREEMENT.
- E. The timetable according to Chapter 123, Public Laws 1974, will be the determining factor in beginning negotiations over a successor AGREEMENT. The Association and the Board agree to present to each other their proposals for a successor AGREEMENT by the stipulated date. Any AGREEMENT so negotiated shall apply to all members of the negotiating unit, and shall be reduced to writing and be signed by all parties, and be adopted by the Board.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Rights of Members to Representation

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

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, death in 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) Any employee grievant who has a grievance shall discuss it first with his principal (or other immediate superior, if applicable) in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

3. (Level Two) The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.
4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee grievant or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - b. A complaint of a non-tenure employee which arises by reason of his not being re-employed; or
 - c. A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.

7. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within the ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the AGREEMENT between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the AGREEMENT intended by the specific clause in the AGREEMENT or Board Policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States.
- B. No teacher shall be disciplined or reprimanded without just cause. Any such actions taken by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given three (3) school days prior written notice of the reasons for such meeting or interview and shall be entitled to have a person or persons of his own choosing present to advise him and represent him during such meeting or interview.

- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this AGREEMENT, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- F. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Application for use of facilities shall be filed according to Board policy (Activities 1330).
- G. The Association and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board policy (Activities 1330).
- H. The Association may be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage which they cause to the equipment.
- I. The Association may be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.
- J. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge.
- K. The Association shall have the right to use the interschool mail facilities and school mail boxes for Association business.
- L. The right and privileges of the teachers' representative as set forth in this AGREEMENT shall be granted only to the organization designated as the representative pursuant to Chapter 123, Public Laws 1974, and to no other organizations.

ARTICLE V

PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE VI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to implement the following as part of this AGREEMENT:
 1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is directed by the administration in writing to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at this regular rate.
- B. Credit for Post Graduate Work:
 1. Teachers are encouraged to continue further training in recognized colleges and universities.
 2. Candidates for further academic work should register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain the approval of the Superintendent for the program.

The Superintendent in approving college semester credits and programs, will be guided by the thought; "Will this program improve this individual's performance as a teacher in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.
 3. Unit members obtaining Post Graduate credits after July 1, 1980, will receive a stipend of \$20.00 per credit per year. Only credits earned while in the employment of the Pennsville Public School System will be approved. Unit members presently receiving the \$10.00 per credit per year stipend will continue to receive that stipend for credits approved prior to July 1, 1975. 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.
 4. If such work leads to a degree, the degree credit will then be given and the enabling credits will be discontinued.
 5. If credits are earned, and no degree obtained, such credits will continue in effect permanently.

6. Post graduate credits will be submitted for approval for payment on the following dates: October 1 and March 1 of each year. Credits submitted October 1 and approved will be retroactive to the beginning of the school year, and credits submitted and approved March 1 will be retroactive to February 1 of the year submitted.
7. Unit members participating in Board approved in-service courses will receive a stipend of \$20.00 per credit per year. Only credits earned while in the employment of the Pennsville School System will be approved.
8. The Board of Education will not honor credits for the above reimbursement, which are required for certification to hold or retain a position. In the event the State Department of Education or the Legislature changes the certification requirements for any area, Unit members already employed by the Board of Education will receive the above reimbursement for the courses taken to meet the new certification requirements.

ARTICLE VII

INSURANCE PROTECTION

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

1. Prescription Drug Insurance Plan. The Board shall provide a prescription drug insurance plan, without contraceptives, \$2.00 co-pay variety. The Board's liability for such insurance shall not exceed an average of \$175.00 per employee for the 1984-85 school year; an average of \$190.00 per employee for the 1985-86 school year; and an average of \$200.00 per employee for the 1986-87 school year. The employee cost will be calculated on a district wide basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in the family plan. The Association reserves the right to request a co-pay plan higher than \$2.00 if the future rates indicate such a need.
2. Dental Insurance Plan (III A). The Board will provide full family coverage with a limit not to exceed an average of \$500.00 per teacher.
3. Optical Expense Reimbursement. Commencing with the 1986-87 school year, the Board will reimburse each employee for costs incurred for optical care for the employee only. In order to obtain reimbursement, the employee shall submit receipted bills to the Board no later than June 30, 1987. The Board will then reimburse the employee no later than July 31, 1987. Board liability, however, shall not exceed \$100.00 per employee for optical expenses.

ARTICLE VIII

SABBATICAL LEAVE

- A. Two (2) tenure teachers with seven (7) years or more service in the schools of Pennsville Township shall be granted a Sabbatical Leave for one (1) year, or four (4) teachers for one-half (1/2) year, or a combination thereof.
- B. The Sabbatical Leave application will be reviewed by a committee composed of the following people: Instruction Committee of the Board of Education, the Superintendent of Schools, and the President of the Pennsville Education Association. The committee will make recommendations to the Board of Education.
- C. The employee, if granted Sabbatical Leave, must agree to return to the Pennsville Township School District and work at least one (1) academic year after his leave expires. In case an employee on Sabbatical Leave voluntarily resigns, except for extended illness during such leave, he shall refund to the Board all such salary paid to him during the period of leave. If an employee voluntarily resigns, except for extended illness, with one (1) year of the expiration of his Sabbatical Leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of one (1) year shall bear to said period.
- D. Sabbatical Leave will be granted for educational advancement only. Upon return from Sabbatical Leave, the employee will present a report to the Board of Education describing his year of study and proposals for making use of it in his work in the School District.

- E. The employee, if granted a Sabbatical Leave, will receive one-half (1/2) of his contracted teaching salary if the Sabbatical Leave is for a full year, and one-quarter (1/4) of his contracted teaching salary if the Sabbatical Leave is for one (1) semester.
- F. Employees on Sabbatical Leave will receive their stipend divided into equal monthly payments payable the 15th of each month.
- G. Teachers must submit application for Sabbatical Leave by April 1 of the school year preceding the school year in which they intend to take the Sabbatical Leave in order for the application to be considered by the committee. Any cases of extenuating circumstances will be handled individually by the Board of Education.

ARTICLE IX

TEACHER EVALUATION

- A.
 - 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
 - 2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B.
 - 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
 - 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he had had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the Superintendent or his designee.
 - 3. Although the Board agrees to protect the confidence of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

4. A teacher shall be permitted to reproduce on the premises any information in his personal file. The Superintendent of Schools or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to nor copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.
 5. Administrators shall be encouraged to place in a teacher's file information of a positive nature indicating special competencies, achievements, performance, or contributions of an academic, professional, or civic nature. Any such material or commendations received from outside, responsible and competent sources shall also be included in the teacher's file.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Supervisory reports shall be presented by a principal or counterpart supervisor in accordance with the following procedures:
1. A conference time shall be established within three (3) days of the observation between the observer and the teacher.
 2. Such reports: written in narrative form, shall include:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 3. Reports shall be as follows:
 - a. First year teachers
 1. Thirteen (13) reports
 2. Visits spread evenly throughout school year.
 - b. New teachers in the system with teaching experience
 1. Seven (7) reports
 2. Visits spread evenly throughout school year.
 - c. Teachers with one (1) to three (3) years experience
 1. Seven (7) reports
 2. Visits spread evenly throughout school year.

- b. A teacher who is habitually late will be docked beginning with the fourth (4th) time said teacher is late. The amount to be docked is \$7.50 per fifteen (15) minutes of fraction thereof.
 - c. A teacher involved in an unexcused early departure will be docked \$7.50 per fifteen (15) minutes of fraction thereof.
 - d. A teacher may request in writing from the building principal an excused early departure for the following:
 - 1. Emergency dental and medical appointments which arise on the day that the request is made. Time will be charged to sick leave unless it falls exclusively within the last thirty (30) minutes prior to departure. Said time will not be deducted from sick leave.
 - 2. Association and/or other educational meetings (local, county, state, and national).
 - e. A teacher may request in writing from the Superintendent an excused early departure to attend early classes for graduate credit, certification, and general educational improvement.
 - f. Teachers are granted permission for early departure (after students leave).
 - 1. To attend PTA meetings held that evening.
 - g. With the principal's permission or that of his or her designee, teachers may leave the school premise during unscheduled teaching periods. Teachers so leaving will sign out stating the time and sign in upon returning also stating time. Teachers reporting back late will be docked \$7.50 per fifteen (15) minutes or fraction thereof of lateness.
 - h. A teacher who is late or departs early without permission will acknowledge said time by signing a paper which contains the date, the amount of time involved, the reason for lateness or departure, and the principal's signature. A copy of said paper will be given to the teacher.
5. Denial of a request for excused early departure shall not constitute grounds for lodging a grievance.
- B. Teachers shall have one-half (1/2) hour duty-free lunch period each day and one (1) preparation period each day. In the elementary area the preparation period will be whatever length of time is used by the specialist teacher taking over that class.
- C. 1. Building-based teachers may be required to remain after the end of regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than one (1) hour.

- d. Teachers with four (4) to seven (7) years experience
 - 1. Five (5) reports
 - 2. Visits spread evenly throughout school year.
 - e. Teachers with eight (8) years or more experience
 - 1. Two (2) reports
 - 2. Visits spread evenly throughout school year.
 - f. Supervisors will observe any teacher whenever it is necessary because of any problems which arise during the year.
- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE X

TEACHING HOURS

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
2. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day, except in an emergency declared by the principal or Superintendent. The pupil school day will be determined annually by the Board of Education. The teacher work day in the secondary area will be seven (7) hours and five (5) minutes, and in the elementary area, six (6) hours and fifty-five (55) minutes.
3. Lateness and Early Departure - Definitions
- a. Lateness - A teacher reports for work beyond the time stipulated in the contract.
 - b. Habitual Lateness - A teacher reports for work late over four (4) times during the school year.
 - c. Early Departure - A teacher leaves the school grounds prior to the time stipulated in the contract.
 - d. Excused Early Departure - A teacher receives permission to leave the school grounds prior to the time stipulated in the contract.
 - e. Docking - The method used in forfeiture of pay against lateness and un-excused early departure.
4. Conditions of Lateness and Early Departure
- a. A teacher who is unavoidably delayed in the reporting to work by the stipulated time will make every effort possible to contact the principal of his building.

2. An Association representative may speak to the teacher at the close of any meeting referred to in paragraph 1 above on the request of the representative.
 3. The notice of an agenda for the principal's portion of any meeting shall be given to teachers involved at least one (1) school day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. All teachers will indicate their presence for duty by signing a faculty sign-in roster each day which will be located in each building office.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this AGREEMENT are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Teachers employed for an academic year shall indicate in writing to the Superintendent of Schools their desire to participate in a summer payment plan. Such participation shall be governed by procedures set forth in N.J.S. 18A:29-3.
4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
5. Teachers shall receive their final checks on the last working day in June.
- C. The salaries of all coaches and sponsors of extra-curricular activities covered by this AGREEMENT are set forth in Schedules "B" and "C" which are attached hereto and made a part thereof.
- D. Upon written request from an employee, the Board of Education will deduct and pay to the Salem County Employees Federal Credit Union such amounts as determined by the employee.
- E. The special class stipend of \$500.00 paid to teachers of Special Education will be eliminated, effective September 1, 1980. Teachers presently receiving the \$500.00 stipend will continue to receive the stipend as long as they are in service as a Special Education teacher.

ARTICLE XII

CONDITIONS APPLICABLE TO ALL TEACHERS

A. General

1. Any individual teaching summer school, adult school, or home instruction will be compensated at the rate of fifteen (15) dollars per hour.
2. Each teacher shall be granted two (2) personal business days per year and shall not be required to state a specific reason for requesting same. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools. Personal business leave may be granted after May 1 only upon written request to the Superintendent of Schools, stating the reason for the request.

Request for personal business leave must be submitted seventy two (72) hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise. Only 5% of the Unit members may be off on personal business leave on any one day. Any unused personal business leave will be added to accumulated sick leave.

3. All money collections and clerical work resulting from sale of goods or services within the school from which the school receives no monetary compensation shall be handled by the company representatives and not teachers.
4. All teachers, in the event of death in the immediate family, shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as hereinafter stated:
 - a. Any allowance up to five (5) calendar days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent:
 1. Teacher's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the teacher's household.
 2. Brothers and sisters of the teacher and the parents of the teacher's spouse.
 3. Legally adopted members of the family and step-relationships as outlined in (1) and (2).
 - b. An allowance of one (1) day shall be granted to attend the funeral of any of the following:
 1. Uncles, aunts, grandparents, and grandchildren of the teacher.
 2. Brothers-in-law and sisters-in-law of the teacher.

- c. With the approval of the Superintendent, an additional day for travel shall be granted to attend the funeral of any of the above persons in "B", (1) and (2) when such funeral is a place in excess of 300 miles from Pennsville Township.
5. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by an employee group or groups or (b) an emergency or disaster other than one resulting from inclement weather or mechanical failure necessitating the closing of a building, any resulting extension of the school year by the Board, in order to meet State requirements for a minimum school year, shall not constitute grounds for a claim for additional salary in excess of any employee's contracted annual salary to be paid for such extended school year.
6. The work year for employees covered by this AGREEMENT shall consist of 185 days (except for first year teachers who shall work 186 days). The work year shall be established as:
 - 1 full day of in-service training for all teachers
 - 1 full day of orientation for all teachers
 - 1 full additional day of orientation for teachers new to the School District182 instructional days
 - 1 full day of closing responsibilities

The Board of Education shall determine that actual days for opening and closing the school year, as well as the scheduling of in-service, orientation, instructional, and closing days.

7. Credit shall be given for full-time teaching experience, up to a maximum of four (4) years, in private and parochial schools or colleges and universities if the teacher was fully certified at the time of such experience. Any teacher presently employed in the district, and having such experience, will be placed on his appropriate place on the salary guide, upon verification of said experience and certification.
8. Teachers who may be required to use their own cars in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the same rate as paid by the State of New Jersey for State employees for all driving done between arrivals at the first location at the beginning of their work day, and their last location at the ending of their work day upon presentation to the Board of Education of a detailed voucher.
9. Teachers shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:
 - a. Time necessary for mediation or fact-finding hearings if held during the school day.
 - b. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.

10. As of the effective date of this contract, all teachers employed shall be entitled to fifteen (15) sick leave days per year, which shall be accumulated from year to year with no maximum limit.
11. Any teacher who has been employed by the Pennsville Board of Education for twelve (12) or more years shall be eligible for a special retirement allowance.
 - a. Notice of retirement, in writing, must be submitted to the Board of Education by April 1 of the school year in which the teacher intends to retire. Failure to notify the Board by April 1 of the school year in which the teacher intends to retire shall be deemed to be a waiver of the special retirement allowance, except in cases of emergency, which the Board may consider on an individual basis.
 - b. The teacher shall receive one (1) day's salary for each five (5) days of accumulated, unused sick leave existing on the final day of employment.
 - c. The daily salary shall be computed as 1/200 of the final salary of the teacher retiring.
 - d. The retirement allowance shall be paid in one (1) of the following plans, if the teacher has provided Notice of Retirement prior to December 15 of the school year in which the teacher intends to retire:

Plan I

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

Plan II

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

Plan III

1. One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
 2. One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
 3. One third (1/3) of retirement allowance on January 15 of the second calendar year following retirement.
- e. If Notice of Retirement is tendered on or after December 15, but prior to April 1 of the school year in which the teacher intends to retire, the retirement allowance shall be paid in one (1) lump sum on July 15 of the second fiscal year following the teacher's retirement.

- f. The teacher will make the decision, in writing, as to which plan of payment is desired at least one (1) month prior to the last working day before retirement.
 - g. The retirement allowance shall not be considered part of the teacher's regular salary for pension computation purposes.
 - h. If the teacher dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.
 - i. If the teacher dies while actively employed, the entire retirement benefit shall be paid to his/her estate.
- 12. Any tenured teacher who is terminated because of reduction in the work force shall be compensated for unused sick days and personal business days according to the same formula as the special retirement allowance.
 - 13. If a certified unit member is requested by the Superintendent to substitute for an administrator, additional compensation shall be paid once the unit member has substituted for five (5) consecutive days, such compensation commencing on the sixth (6th) day. The compensation shall consist of the difference between the individual's regular rate of pay and that of an administrator on the first step on the administrator's ratio scale.
 - 14. The Board may require a teacher to write, grade, or assess any tests required by law or administrative code, and such shall be accomplished without any additional compensation or grant of released time to the teacher. This shall be done within the confines of the regular school day, as directed by the Superintendent.
 - 15. Any unit member employed during the summer in his/her professional capacity, other than summer school teachers, shall be compensated at the rate of 1/200th of his/her annual salary for each day worked.
 - 16. Any teacher required to work in excess of the regular work day and/or in excess of the regular work week shall be granted compensatory time off equal to the extra hours or days worked.

ARTICLE XIII

ADULT EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING AND OTHER PROGRAMS

- A. Applications for teaching positions in summer school will be accepted after the preceding March 1 and no later than the preceding June 1. Applications for teaching positions in Adult Evening School will be accepted prior to September 1 and January 1 of the fall and spring semesters, respectively. Home instruction openings will be posted as they occur. Applicants for these positions will be notified of the action taken by the Superintendent of Schools as soon as possible after appointments are made.

- B. Criteria: In filling such positions, consideration shall be given to a teacher's area of certification, major and/or minor field of study, quality of teaching performance, and attendance record. When all other factors are substantially equal, preference shall be given first to teachers who have taught the grade and/or subject in question on a regular basis in the Pennsville School District at any time during the preceding three (3) years.
- C. Any teacher teaching in the above programs will be compensated at the tutorial rate effective at the time. (ARTICLE XII-A-1)
- D. Each teacher applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building.

ARTICLE XIV

TEACHER TRANSFER

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

A. Teacher Request

- 1. A teacher may request a change of school, grade assignment, or both when such request is made in writing to the Superintendent. This request should be submitted as early in the year as possible.
- 2. Upon request by the teacher, the Superintendent will furnish to the teacher the reason(s) why he or she was not selected for the position(s) which were specified in the transfer request.
- 3. A list of known vacancies that will exist for the following year should be posted in all schools so that the teachers may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer, this list will be kept posted in the office of the Superintendent.

B. Administrative Decision

- 1. When the Superintendent believes that a transfer will be in the best interest of the teacher or the school(s) affected, the teacher will be advised in writing of this decision immediately.

C. Notice of a voluntary or involuntary transfer or reassignment shall be given to teachers as soon as possible.

ARTICLE XV

COURTESY TUITION

Effective July 1, 1982, children of employees who reside outside of the Pennsville Public School District shall be permitted to attend the Pennsville Public Schools tuition free, only if such children are the children of a member of this unit employed on or before July 1, 1982, and such children are either enrolled in the Pennsville Public Schools as of that date, or are eligible to be enrolled in the future. This benefit will cease if the children, once enrolled, leave the Pennsville Public School District, or if the unit member as of July 1, 1982, leaves the employment of the District.

ARTICLE XVI

MODIFICATION OF AGREEMENT AND
NEGOTIATION OF SUCCESSOR AGREEMENT

The duration of this AGREEMENT shall be for three (3) years.

ARTICLE XVII

STATUTORY SEPARABILITY

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

ARTICLE XVIII

DURATION OF AGREEMENT

- A. The contract term be for the school years, July 1, 1984 - June 30, 1987.
- B. This AGREEMENT shall be mimeographed and reproduced. The cost shall be borne equally by both parties.
- C. In witness thereof the parties hereto have caused this AGREEMENT to be signed by their respective representatives.

PENNSVILLE EDUCATION ASSOCIATION:

By: _____
President

By: _____
Secretary

PENNSVILLE BOARD OF EDUCATION:

By: _____
President

By: _____
Secretary

PENNSVILLE SALARY GUIDE

1984-85

SCHEDULE "A"

<u>STEP</u>	<u>N.D.</u>	<u>B.A.</u>	<u>B +30</u>	<u>M</u>	<u>M +30</u>	<u>M +60</u>	<u>DR</u>
1	\$14,110	\$14,670	\$15,645	\$16,400	\$17,345	\$18,290	\$19,235
2	14,760	15,320	16,295	17,050	17,995	18,940	19,885
3	15,410	15,970	16,945	17,700	18,645	19,590	20,535
4	16,060	16,620	17,595	18,350	19,295	20,240	21,185
5	16,710	17,270	18,245	19,000	19,945	20,890	21,835
6	17,360	17,920	18,895	19,650	20,595	21,540	22,485
7	18,010	18,570	19,545	20,300	21,245	22,190	23,135
8	18,720	19,280	20,255	21,010	21,955	22,900	23,845
9	19,430	19,990	20,965	21,720	22,665	23,610	24,555
10	20,140	20,700	21,675	22,430	23,375	24,320	25,265
11	20,950	21,510	22,485	23,240	24,185	25,130	26,075
12	21,760	22,320	23,295	24,050	24,995	25,940	26,885
13	22,570	23,130	24,105	24,860	25,805	26,750	27,695
14	23,425	23,985	24,960	25,715	26,660	27,605	28,550
15	24,280	24,840	25,815	26,570	27,515	28,460	29,405
16	25,135	25,695	26,670	27,425	28,370	29,315	30,260
17	26,105	26,665	27,640	28,395	29,340	30,285	31,230
18	27,075	27,635	28,610	29,365	30,310	31,255	32,200
19	28,045	28,605	29,580	30,335	31,280	32,225	33,170
21	28,795	29,355	30,330	31,085	32,030	32,975	33,920
26	29,505	30,065	31,040	31,795	32,740	33,685	34,630
31	30,225	30,785	31,760	32,515	33,460	34,405	35,350
36	30,935	31,495	32,470	33,225	34,170	35,115	36,060
41	31,735	32,295	33,270	34,025	34,970	35,915	36,860

PENNSVILLE SALARY GUIDE

1985-86

SCHEDULE "A"

STEP	N.D.	B.A.	B +30	M	M +30	M +60	DR
1	\$15,686	^{18,500} \$16,246	^{18,500} \$17,221	^{18,500} \$17,976	\$18,921	\$19,866	\$20,811
2	16,336	^{18,500} 16,896	^{18,500} 17,871	18,626	19,571	20,516	21,461
3	16,986	^{18,500} 17,546	18,521	19,276	20,221	21,166	22,111
4	17,636	^{18,500} 18,196	19,171	19,926	20,871	21,816	22,761
5	18,286	18,846	19,821	20,576	21,521	22,466	23,411
6	18,936	19,496	20,471	21,226	22,171	23,116	24,061
7	19,586	20,146	21,121	21,876	22,821	23,766	24,711
8	20,236	20,796	21,771	22,526	23,471	24,416	25,361
9	20,946	21,506	22,481	23,236	24,181	25,126	26,071
10	21,656	22,216	23,191	23,946	24,891	25,836	26,781
11	22,366	22,926	23,901	24,656	25,601	26,546	27,491
12	23,176	23,736	24,711	25,466	26,411	27,356	28,301
13	23,986	24,546	25,521	26,276	27,221	28,166	29,111
14	24,796	25,356	26,331	27,086	28,031	28,976	29,921
15	25,651	26,211	27,186	27,941	28,886 ✓	29,831	30,776
16	26,506	27,066	28,041	28,796	29,741	30,686	31,631
17	27,361	27,921	28,896 ✓	29,651	30,596	31,541	32,486
18	28,331	28,891	29,866	30,621	31,566	32,511	33,456
19	29,301	29,861	30,836	31,591	32,536	33,481	34,426
20	30,271	30,831	31,806	32,561	33,506	34,451	35,396
21	30,271	30,831	31,806	32,561	33,506	34,451	35,396
22	31,021	31,581	32,556	33,311	34,256	35,201	36,146
27	31,731	32,291	33,266	34,021	34,966	35,911	36,856
32	32,451	33,011	33,986	34,741	35,686	36,631	37,576
37	33,161	33,721	34,696	35,451	36,396	37,341	38,286
42	33,971	34,531	35,506	36,261	37,206	38,151	39,096

PENNSVILLE SALARY GUIDE

1986-87

SCHEDULE "A"

STEP	N.D.	B.A.	B +30	M	M +30	M +60	DR
1	\$16,166	^{18,500} \$16,766	^{18,500} \$17,776	\$18,566	\$19,541	\$20,516	\$21,491
2	17,016	^{18,500} 17,616	18,616	19,416	20,391	21,366	22,341
3	18 17,866	^{18,500} 18,466	19,466	20,266	21,241	22,216	23,191
4	18,716	19,316	20,316	21,116	22,091	23,066	24,041
5	19,466	20,066	21,066	21,866	22,841	23,816	24,791
6	20,216	20,816	21,816	22,616	23,591	24,566	25,541
7	20,966	21,566	22,566	23,366	24,341	25,316	26,291
8	21,716	22,316	23,316	24,116	25,091	26,066	27,041
9	22,466	23,066	24,066	24,866	25,841	26,816	27,791
10	23,216	23,816	24,816	25,616	26,591	27,566	28,541
11	23,966	24,566	25,566	26,366	27,341	28,316	29,291
12	24,716	25,316	26,316	27,116	28,091	29,066	30,041
13	25,566	26,166	27,166	27,966	28,941	29,916	30,891
14	26,416	27,016	28,016	28,816	29,791	30,766	31,741
15	27,166	27,766	28,766	29,566	30,541	31,516	32,491
16	27,916	28,516	29,516	30,316	31,291	32,266	33,241
17	28,666	29,266	30,266	31,066	32,041	33,016	33,991
18	29,566	30,166	31,166	31,966	32,941	33,916	34,891
19	30,466	31,066	32,066	32,866	33,841	34,816	35,791
20	31,416	32,016	33,016	33,816	34,791	35,766	36,741
21	32,366	32,966	33,966	34,766	35,741	36,716	37,691
22	32,666	33,266	34,266	35,066	36,041	37,016	37,991
23	33,366	33,966	34,966	35,766	36,741	37,716	38,691
28	34,066	34,666	35,666	36,466	37,441	38,416	39,391
33	34,766	35,366	36,366	37,166	38,141	39,116	40,091
38	35,471	36,071	37,071	37,871	38,846	39,821	40,796
43	36,171	36,771	37,771	38,571	39,546	40,521	41,496

COACHES' SALARY SCALE

1984-87

SCHEDULE "B"

	1984-85	Yearly Increments	1985-86	Yearly Increments	1986-87	Yearly Increments
<u>Intramural</u>	\$ 110-330	\$110 (2)	\$ 120-350	\$115 (2)	\$ 130-380	\$125 (2)
<u>Level I - Football</u>						
Head Coach	\$1,090-1,900	\$162 (5)	\$1,170-2,060	\$178 (5)	\$1,270-2,220	\$190 (5)
Asst. Coach	\$ 870-1,410	\$108 (5)	\$ 940-1,530	\$118 (5)	\$1,010-1,650	\$125 (5)
<u>Level II - Basketball</u>						
<u>Wrestling</u>						
Head Coach	\$ 870-1,680	\$162 (5)	\$ 940-1,820	\$176 (5)	\$1,010-1,970	\$192 (5)
Asst. Coach (2)	\$ 650-1,190	\$108 (5)	\$ 700-1,290	\$118 (5)	\$ 760-1,400	\$128 (5)
<u>Level III - Baseball</u>						
<u>Track</u>						
<u>Hockey</u>						
<u>Softball</u>						
<u>Soccer</u>						
Head Coach	\$ 760-1,440	\$136 (5)	\$ 820-1,560	\$148 (5)	\$ 890-1,680	\$158 (5)
Asst. Coach	\$ 540-1,090	\$110 (5)	\$ 590-1,170	\$116 (5)	\$ 630-1,270	\$128 (5)
<u>Level IV - Tennis</u>						
<u>Golf</u>						
<u>Cross Country</u>						
<u>Cheerleading*</u>						
<u>Faculty Mgr. (Asst. Coach Level)</u>						
Head Coach	\$ 540-1,220	\$136 (5)	\$ 590- 1,320	\$146 (5)	\$ 630-1,425	\$159 (5)
Asst. Coach	\$ 330- 870	\$108 (5)	\$ 350- 940	\$118 (5)	\$ 380-1,010	\$126 (5)
*Cheerleading - 9th Grade	\$ 430- 650	\$110 (2)	\$ 470- 700	\$115 (2)	\$ 510- 760	\$125 (2)

Each assistant coach moving to a head coaching position be given:

One (1) year service credit on the head coach's scale for each three (3) years of experience as an assistant coach in the Pennsville District.

EXTRA-CURRICULAR ACTIVITIES COMPENSATION

1984-1987

SCHEDULE "C"

	1984-85	Yearly Increments	1985-86	Yearly Increments	1986-87	Yearly Increments
<u>Director of Athletics</u>	\$1,950	--	\$2,110	--	\$2,280	--
<u>Band Director</u>	\$430-\$870	\$110 (4)	\$470-\$940	\$118 (4)	\$510-\$1,010	\$125 (4)
\$90 @ Competition			\$90 @ Competition		\$100 @ Competition	
\$110 extra if involved in a musical show			\$120 extra if involved in a musical show		\$130 extra if involved in a musical show	
<u>Assistant Band Director</u>	\$330-\$760	\$108 (4)	\$350-\$820	\$118 (4)	\$380-\$890	\$128 (4)
\$70 @ Competition			\$70 @ Competition		\$80 @ Competition	
<u>Band Front Advisor</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
\$50 @ Competition			\$60 @ Competition		\$60 @ Competition	
<u>Class Advisors:</u>						
Senior (2)	\$700	--	\$760	--	\$820	--
Junior (2)	\$700	--	\$760	--	\$820	--
Sophomore (2)	\$490	--	\$530	--	\$570	--
Freshman (2)	\$220	--	\$230	--	\$250	--
8th Grade (2)	\$220	--	\$230	--	\$250	--
7th Grade (2)	\$220	--	\$230	--	\$250	--
<u>Choral Director</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
\$110 extra if involved in a musical show			\$120 extra if involved in a musical show		\$130 extra if involved in a musical show	
<u>Dramatics Advisors</u>	\$600 each play		\$650 each play		\$700 each play	
\$110 extra if involved in a musical show			\$120 extra if involved in a musical show		\$130 extra if involved in a musical show	
<u>Honor Society</u>	\$160	--	\$180	--	\$190	--
<u>Literary Magazine Advisor (PMHS)</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
<u>Newspaper Advisor</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
<u>Orchestra Director</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)

EXTRA-CURRICULAR ACTIVITIES COMPENSATION - 1984-1987 CONTINUED

SCHEDULE "C"

	<u>1984-85</u>	<u>Yearly Increments</u>	<u>1985-86</u>	<u>Yearly Increments</u>	<u>1986-87</u>	<u>Yearly Increments</u>
<u>Safety Patrol Advisor (3)</u>	\$220	--	\$230	--	\$250	--
<u>Stage Mgmt. Advisors (PMHS)</u>	\$650-\$980	\$110 (3)	\$700-\$1,060	\$120 (3)	\$760-\$1,140	\$127 (3)
<u>Student Council Advisor:</u>						
<u>PMHS</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
<u>Middle School</u>	\$160-\$490	\$110 (3)	\$180-\$530	\$117 (3)	\$190-\$570	\$127 (3)
<u>Visual Aids:</u>						
<u>PMHS</u>	\$160-\$490	\$110 (3)	\$180-\$530	\$117 (3)	\$190-\$570	\$127 (3)
<u>Middle School</u>	\$160-\$490	\$110 (3)	\$180-\$530	\$117 (3)	\$190-\$570	\$127 (3)
<u>Yearbook Advisors:</u>						
<u>Business</u>	\$160-\$490	\$110 (3)	\$180-\$530	\$117 (3)	\$190-\$570	\$127 (3)
<u>Literary</u>	\$220-\$540	\$107 (3)	\$230-\$590	\$120 (3)	\$250-\$630	\$127 (3)
<u>Department Head</u>	\$1,030	--	\$1,120	--	\$1,210	--
<u>Coordinator</u>	\$1,460	--	\$1,590	--	\$1,710	--

Payment shall be made immediately after the termination of the given activity.

ADDENDUM TO AGREEMENT

WHEREAS, the Pennsville Township Board of Education (hereinafter called Board) and the Pennsville Education Association (hereinafter called Association) have previously entered into an Agreement establishing the terms and conditions of employment for professional staff, as "professional staff" is defined in the Agreement; and

WHEREAS, the Agreement between the Board and the Association includes the period commencing July 1, 1984 and terminating June 30, 1987; and

WHEREAS, P. L. 1985, c. 321 established a certain minimum salary of \$18,500.00 for full-time teaching staff members; and

WHEREAS, the Board has previously raised the salaries for all full-time teaching staff members to \$18,500.00 as required by P. L. 1985, c. 321; and

WHEREAS, the Board has determined that monies received by the Board from the State of New Jersey which are in excess of monies previously utilized to raise minimum salaries to \$18,500.00 should be distributed amongst remaining full-time teaching staff members; and

WHEREAS, the Association concurs with said distribution

The parties do hereby agree as follows:

1. Funds received by the Board during the 1985-86 school year under the provisions of P. L. 1985, c. 321 and not already utilized to increase salaries to the \$18,500.00 minimum, shall be divided as follows: the amount of money remaining after the salaries of all teachers have been increased to \$18,500.00 shall be divided equally amongst full-time pro-

professional staff (as "professional staff" is defined in the current Agreement between the Board and the Association) who are employed by the Board as of April 1, 1986 and who have not already had their salaries increased to the \$18,500.00 minimum under the provisions of the aforesaid legislation.

2. The parties agree that the sum to be paid under the provisions of Paragraph 1 is \$250.00 per person. Said amount shall be paid in one lump sum.

3. The parties agree that this Addendum shall be in effect for the 1985-86 school year only. This Addendum shall not prejudice either of the parties in any future negotiations, nor shall the determination of the Board to make the distribution as set forth in this Addendum be considered as a "practice" which must be continued by the Board of Education in future years.

IN WITNESS WHEREOF, the parties have caused the appropriate officers of each entity to sign this Addendum this _____ day of _____, 1986.

ATTEST:

Thomas J. Littell
Thomas J. Littell, Secretary

James B. Hunt

PENNSVILLE TOWNSHIP
BOARD OF EDUCATION

By: Joseph W. Mecholsky
Joseph W. Mecholsky, President

PENNSVILLE EDUCATION ASSOCIATION

By: June E. Spargo
June Spargo, President

AMENDMENT TO AGREEMENT

WHEREAS, the Pennsville Township Board of Education (hereinafter called Board) and the Pennsville Education Association (hereinafter called Association) have previously entered into an Agreement establishing the terms and conditions of employment for professional staff, as such is defined in the Agreement; and

WHEREAS, said Agreement between the Board and the Association binds the parties for the period commencing July 1, 1984 and terminating June 30, 1987; and

WHEREAS, the Board and the Association desire to modify said Agreement:

NOW, THEREFORE the Board and the Association do agree as follows:

1. "Professional staff" as such term is defined in the Agreement between the parties shall not be required to attend regular duties of employment during the period December 20, 1986 through January 4, 1987, inclusive.
2. On December 19, 1986, professional staff shall be required to work a full teacher workday as such term is defined by Article X A2 of the Agreement between the parties.
3. Except as modified herein, all remaining terms and conditions as stated in the Agreement between the parties are ratified and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have caused the appropriate officers of each party to sign this Amendment to Agreement this day of _____, 1986.

ATTEST:

Robert A. Peddle
Robert A. Peddle, Secretary

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

Nina D. Fue
Nina D. Fue, President

PENNSVILLE EDUCATION ASSOCIATION

June E. Spargo
June Spargo, President