

Contract # 34

3/5/91

AGREEMENT  
BETWEEN THE  
PENNSVILLE EDUCATIONAL ASSOCIATION  
AND THE  
PENNSVILLE TOWNSHIP BOARD OF EDUCATION  
JULY 1, 1990 - JUNE 30, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition.....	1
2	Negotiation Procedures.....	1
3	Grievance Procedure.....	2
4	Rights of the Parties.....	6
5	Personal and Academic Freedom.....	8
6	Professional Development and Educational Improvement.....	8
7	Insurance Protection.....	10
8	Sabbatical Leave.....	12
9	Teacher Evaluation.....	13
10	Teaching Hours.....	16
11	Teacher Salaries.....	19
12	Conditions Applicable to All Teachers.....	20
13	Adult Evening School, Summer School Home Teaching, and Other Programs.....	24
14	Teacher Transfer.....	27
15	Secretarial Salaries and Hours.....	28
16	Secretarial Vacation and Work Schedule.....	29
17	Secretarial Working Conditions.....	32
18	Courtesy Tuition.....	34
19	Statutory Separability.....	35
20	Duration of Agreement.....	35
	Schedule "A-1"--1990-1991 Teacher Salary Guide...	36
	Schedule "A-2"--1991-1992 Teacher Salary Guide...	37
	Schedule "A-1" and "A-2"--Miscellaneous.....	38
	Schedule "B"--Coaches Salary Scale.....	39
	Schedule "C"--Extra-Curricular Activities Compensation.....	40
	Schedule "D"--Secretarial Salary Schedule Clerical Aides Annual Salaries.....	42

ARTICLE 1

RECOGNITION

- A. 1. The Pennsville Board of Education recognizes the Pennsville Education Association as the exclusive and sole representative of the professional staff, and secretarial 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.
- 2. Professional staff shall be defined as Classroom Teachers, Librarians, Guidance Personnel, Child Study Team, Nurses, and Speech Therapists.
- 3. Administrators shall be defined as Superintendent, Business Administrator, Director of Instruction, Director of Special Programs, Director of Adult Education/Federal Programs, Principals, Vice-Principals, Department Supervisors and Athletic Director.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all non-supervisory, certificated teaching staff members in the District.
- C. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement shall refer to all secretaries and clerical aides except for secretaries who work in the Superintendent's office, the Business Administrator's office and the Director of Instruction's office..
- D. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all members of the defined bargaining unit in A., B. and C. above.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment.
- B. No later than December 1 of the school year in which this contract expires the Board agrees to enter into negotiations with the Association over a successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any agreement so negotiated shall apply to

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

- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data, and information of the Pennsville School District required for the purposes of negotiation and which is public record.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in the Recognition of this Agreement, with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws 1974 for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit that there has been to him a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him.
2. 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 of a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as an illness, vacation, death in family, this time limit may be extended by mutual agreement between the parties involved.
- 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; and (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate 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 Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
- b. A complaint of a clerical aide or of a non-tenure employee which arises by reason of his not being re-employed; or
- c. A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack

of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.

- d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
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 or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
    - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the agency to submit a second roster of names.
    - c. If the parties are unable to determine within the ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the agency may be requested by either party to designate an arbitrator.
  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 4

### RIGHTS OF THE PARTIES

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

- G. 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).
- H. 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).
- I. 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.
- J. 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.
- K. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge.
- L. The Association shall have the right to use the interschool mail facilities and school mail boxes for Association business.
- M. 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.
- N. Whenever any civil action has been or shall be brought against any member of the Association for any act or omission arising out of or in the course of performance of the duties of the member's employment, the Board shall defray all costs of defending such action and shall save harmless and protect such person from any financial loss resulting therefrom as required by statute.

## ARTICLE 5

### PERSONAL AND ACADEMIC FREEDOM

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

## ARTICLE 6

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Teachers

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.
- 2. Credit For Continuing Education Work
  - a. Teachers are encouraged to continue further training in recognized colleges and universities.
  - b. 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.

c. Stipend Schedule

<u>For post-graduate credits earned:</u>	<u>Per credit per year:</u>
Prior to July 1, 1975	\$ 10.00
On or after July 1, 1975 through June 30, 1980	\$ 15.00
On or after July 1, 1980 through June 30, 1987	\$ 20.00
On or after July 1, 1987 through June 30, 1988	\$ 25.00
On or after July 1, 1988 through June 30, 1990	\$ 30.00

<u>For credits earned:</u>	<u>Per credit per year:</u>
On or after July 1, 1990 through June 30, 1991	\$ 32.50
On or after July 1, 1991 through June 30, 1992	\$ 35.00

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

the above reimbursement for the courses taken to meet the new certification requirements.

**B. Secretaries**

1. The Board and the Secretarial P.E.A. recognize the value of further training. The Board may require an employee to attend such workshops, courses, seminars and other educational training as the Board determines necessary. If the Board requires an employee to attend such training, the Board shall pay all tuition and expenses relating thereto. If an employee desires to attend a workshop, course, seminar or other educational training, the employee may request approval for reimbursement for tuition and expenses. Such request shall be in writing. If the Board approves such request the Board shall reimburse the employee for tuition and/or expenses in an amount of not more than \$200 per employee per year, provided that the employee satisfactorily completes the course.
2. One (1) day shall be granted for secretarial in-service training.

**ARTICLE 7**

**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 employee.
  2. The Board shall pay full dependency coverage for each employee.
- 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. Employees who elect not to become members of the health insurance program will not receive a monetary stipend in place of the insurance provided.
- D. Employees who are covered by some other insurance program are encouraged not to sign for double coverage.

E. 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, four dollars (\$4.00) generic; six dollars (\$6.00) non-generic co-pay. The Board's liability for such insurance shall not exceed an average of five hundred five dollars (\$505.00) per employee for each contract 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 the current plan if the future rates indicate such a need.

2. Dental Insurance Plan (Delta)

The Board will provide full family coverage with a limit not to exceed an average of five hundred dollars (\$500.00) per employee.

3. The Board of Education will reimburse each employee for costs incurred for optical health care, medical care and/or dental care to the employee or members of his immediate family under the following terms and conditions:

- a. The service must be rendered to the employee or to members of the employee's immediate family. "Immediate family" shall be defined as spouse or minor child living in the same household as the employee.
- b. Prior to requesting reimbursement, the employee must submit the billing to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board of Education, but insurance coverages provided privately or by some other employer. The Board of Education shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
- c. The Board of Education shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such cost and such coverage has been denied.
- d. Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the

Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than September 30 of each year. The Board shall pay the reimbursement to which the employee is entitled not later than the November 30th immediately following the September 30th filing deadline.

- e. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30 for any service rendered prior to the immediately preceding June 30. Any claim not presented by September 30 shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.
- f. The liability of the Board of Education for reimbursement under this paragraph shall not exceed four hundred fifty dollars (\$450.00) per employee for each contract year.
- g. The reimbursement to which the employee is entitled under this paragraph shall not be cumulative from year to year. Any sums not used in an academic year by an employee may not be carried to future years.
- h. If the provisions of E.3. shall be declared illegal then that amount of money shall go directly to the salary guide for each individual employee.

## ARTICLE 8

### SABBATICAL LEAVE

- A. Two tenured teachers with seven (7) years or more of service in the District shall be granted a sabbatical leave of either one (1) year or one (1) semester. In order to be eligible for a leave of one (1) semester, the teacher must meet the criteria contained in D. below and must be enrolled in a doctoral program that requires a one (1) semester residency. It is understood that the sabbatical leave for one (1) semester is designed to meet the residency requirement.
- B. Any teacher who shall desire to be considered for a sabbatical leave shall apply for same on a form to be provided by the Superintendent of Schools. Such application must be filed no later than March 1. The sabbatical leave request shall then be reviewed by a committee composed of the following people: Instruction Committee for the Board of Education, superintendent of Schools and the President of the Pennsville Education Association. This committee shall make its recommendation to the Board of Education.

The Board of Education shall determine whether or not the sabbatical leave shall be granted and if granted, the terms of such leave.

- 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, within one (1) year of the expiration of his Sabbatical Leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of one (1) year shall bear to said period.
- D. While satisfactory service is a prerequisite to a sabbatical leave, this program looks ahead to the contribution that its participants can make to the educational programs of the District's schools. In all instances, the sabbatical leave must be related to enhancing the applicant's contribution to the District's educational program. Sabbatical leaves are limited to matriculated advanced degree study in Association with a recognized graduate institution, the obtaining of a certificate or the improving of a teacher's skills in his/her professional field of study. In making its determination, the Board shall also consider the overall quality of service which the applicant has provided to the District.
- E. Upon return from the sabbatical leave, the employee will present a report to the Board of Education describing the achievements of the sabbatical leave and setting forth his plan for utilizing said achievements as a teacher in the Pennsville Public School District.
- F. The employee, if granted a Sabbatical Leave, will receive one-half (1/2) of his contracted teaching salary if the Sabbatical Leave is for a full year, and one-quarter (1/4) of his contracted teaching salary if the Sabbatical Leave is for one (1) semester.
- G. Employees on Sabbatical Leave will receive their stipend divided into equal monthly payments payable the 15th of each month.

## ARTICLE 9

### 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 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 personnel file. The Superintendent of Schools or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to nor copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.
  5. Administrators shall be encouraged to place in 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 with three (3) days of the observation between the observer and the teacher.
  2. Reports shall be as follows:
    - a. Observation and evaluation of all tenured and non-tenured professional staff will be completed by March 31 of each academic year. Observations shall be made throughout the academic year.
    - b. All first year nontenured staff will be observed not less than five (5) times per year. Three (3) of said observations shall be conducted before Christmas, with the remaining two (2) observations to be conducted between January and March. The Superintendent of Schools shall conduct at least one (1) of the observations and the Principal of the school where the staff member teaches shall conduct at least one (1) of the observations.
    - c. All second and third year non-tenured staff will be observed at least four (4) times per year. Two (2) of these observations shall be conducted prior to Christmas, with the remaining two (2) observations to be conducted between January and March. At least one (1) of said observations shall be conducted by central office staff and at least one (1) observation shall be conducted by the Principal of the school where the staff member teaches.
    - d. All tenured staff members who shall be in the fourth, fifth, sixth or seventh year of employment with the Pennsville School District shall be observed at least three (3) times per year. At least one (1) observation shall be conducted by the Building Principal of the building where the staff member teaches.
    - e. All tenured staff members who shall have more than seven (7) years of employment with the Pennsville School District shall be observed at least two (2) times per

year. At least one (1) observation shall be conducted by the Building Principal of the building where the staff member teaches.

f. The number of observations specified in the section of the contract shall be considered as a minimum. Additional observations may be made at the discretion of the Superintendent, Building Principal or other supervisor.

E. No materials will be placed in a teacher's file after his/her severance unless the District has given the teacher an opportunity to add his/her comments to the file concerning that document(s). Copies of said documents shall be sent to the former teacher at his/her last known address. The teacher shall have thirty (30) days to forward to the District his/her written comments.

## ARTICLE 10

### 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.
- a. Teachers shall have one-half (1/2) hour duty-free lunch period each day and one (1) preparation period each day. In the elementary area there shall be a daily preparation period of at least thirty (30) minutes on any full school day.
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 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 unexcused early departure.

4. Conditions of Lateness and Early Departure

a. A teacher who is unavoidably delayed in reporting to work by the stipulated time will make every effort possible to contact the principal of his building.

b. A teacher who is habitually late will be docked beginning with the fourth (4th) time said teacher is late. The amount to be docked is \$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 premises during unscheduled teaching periods. Teachers so leaving will sign out stating the time and sign in upon returning also stating time. Teachers reporting back late will be docked \$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. 1. Effective September 1, 1990, there shall be a voluntary flexible scheduling approach for teachers. If the Board determines each year that the District will offer a student day which will commence one period earlier than the schedule in effect for 1989-1990, teachers may volunteer to work a schedule which commences one period earlier and finishes one period earlier on a semester or year-long basis. The number of such positions available, including the courses to be taught during this time, are matters of Board and administration discretion. Teachers who volunteer and are assigned to the earlier period schedule shall be governed by the provisions of a. above. Such teachers will be permitted to leave fifteen (15) minutes after the completion of their last period (this term includes teaching periods, duty periods, and prep periods). Such teachers will be required to remain for meetings under D. below without additional compensation.
2. The provisions of 1. above shall become null and void at the close of business on June 30, 1992, unless and until the parties continue them in writing.
- C. 1. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings whenever such faculty or other professional meetings are determined to be necessary in the discretion of the Building Principal, the Superintendent of Schools or another

supervisor. Such meetings shall commence not later than ten (10) minutes after the student dismissal time and shall continue for not more than one (1) hour. There shall be no more than three (3) faculty or other professional meetings per month.

2. An Association representative may speak to the teachers 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.
- E. When coverage is needed for a class, a teacher may volunteer to relinquish his preparation period to cover such class. While the administration may request that a teacher provide coverage for another class, the teacher shall have the right to decide whether or not to accept such assignment, except in cases of emergency. If the teacher accepts the assignment to cover a class during his preparation period, the teacher will be entitled to sixteen dollars (\$16.00) per class covered. The compensation required under this paragraph shall be paid to the teacher in a check separate from the teacher's regular paycheck.

## ARTICLE 11

### TEACHER 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.A. 18A:29-3.

4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their 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 of this Agreement. Said salaries shall be paid in a lump sum at the completion of the activity and in a check which is separate from the teacher's regular paycheck, or, at the request of the employee, the extra-curricular salaries shall be included with the employee's regular pay during the time that the employee is involved in the extra-curricular activity.
  - 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.
  - F. Credit shall be given for full-time teaching experience, up to a minimum 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.

## ARTICLE 12

### CONDITIONS APPLICABLE TO ALL TEACHERS

- A. Any individual who shall teach summer school, adult school or home instruction will be compensated at the rate of \$20.00 per hour for services rendered.
- B. 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 five percent (5%) of the Unit members may be off on personal business leave on any one day. Any unused personal business leave will be added to accumulated sick leave.

- C. All money collections and clerical work resulting from sale of goods or services within the school from which the school receives no monetary compensation shall be handled by the company representatives and not teachers.
- D. 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:
  - 1. 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.
    - a. Teachers, parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the teacher's household.
    - b. Brothers and sisters of the teacher and the parents of the teacher's spouse.
    - c. Legally adopted members of the family and step-relationships as outlined in a. and b.
  - 2. An allowance of one (1) day shall be granted to attend the funeral of any of the following:
    - a. Uncles, aunts, grandparents, and grandchildren of the teacher.
    - b. Brothers-in-law and sisters-in-law of the teacher.
  - 3. 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 2.a. and b. when such funeral is at a place in excess of 300 miles from Pennsville Township.
- E. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by an employee group or groups or (b) an emergency or disaster other than one resulting from inclement weather or mechanical failure necessitating the closing of a building, and resulting extension of the school year by the Board, in order to meet State requirements for a minimum school year, shall not constitute grounds for a claim

for additional salary in excess of any employee's contracted salary to be paid for such extended school year.

- F. The work year for teachers covered by this Agreement shall consist of 185 days (except for first year teachers who shall work 186). The work year shall be established as:

One full day of in-service training for all teachers;

One full day of orientation for all teachers;

One full additional day of orientation for teachers new to the School District;

One hundred eighty-two (182) instructional days;

One full day of closing responsibilities.

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

Teachers shall work a full day on the day prior to Easter vacation and shall work a full day on the day prior to Christmas vacation.

- G. 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.
- H. Teachers shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:
1. Time necessary for mediation or fact-finding hearings if held during the school day.
  2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
- I. 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.
- J. Any teacher who has been employed by the Pennsville Board of Education for ten (10) or more years shall be eligible for a special retirement bonus.



1. In order to be eligible for such bonus, the employee must provide notice of retirement, in writing, to the Board of Education by April 1 of the school year in which the teacher intends to retire. Failure to notify the Board in a timely fashion shall be deemed a waiver of the special retirement bonus, except that the Board may waive this provision in cases of emergency.
2. The teacher shall receive one (1) day's salary for each four days of accumulated unused sick and/or personal business leave existing on the final day of employment.
3. The daily salary shall be computed as  $1/200$  of the final salary of the teacher retiring.
4. The retirement allowance shall be paid in one of the following plans, if the teacher has provided notice of retirement not later than December 15 of the school year in which the teacher intends to retire.

Plan I

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

Plan II

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

Plan III

- a. One third ( $1/3$ ) of the retirement allowance shall be paid on July 15 of the next budget year following retirement.
  - b. One third ( $1/3$ ) of the retirement allowance shall be paid on January 15 of the next calendar year following retirement.
  - c. One third ( $1/3$ ) of the retirement allowance shall be paid on January 15 of the second calendar year following retirement.
5. If notice of retirement is tendered on or after December 15, but prior to February 1 of the school year in which the teacher intends to retire, the retirement allowance will be made under Plan II or Plan III above, at the retiring

teacher's option. If notice of retirement is tendered on or after February 1, but prior to April 1 of the school year in which the teacher intends to retire, the retirement allowance will be paid in one lump sum.

6. The teacher shall advise the Board, in writing, as to which plan of payment is desired. Such decision shall be submitted at least one month prior to the last working day before retirement.
7. The retirement allowance shall not be considered a part of the teacher's regular salary for pension computation purposes.
8. If the teacher dies before full payment of the special retirement bonus is made, the balance of the retirement bonus shall be paid to his or her estate.
9. If the teacher dies while actively employed, the retirement benefit existing under the terms of this paragraph shall be paid to his or her estate.
10. For the purposes of determining the special retirement bonus, all unused and accumulated personal days shall also be included.

K. Retirement

Any secretarial employee who has been employed by the Pennsville Board of Education for ten (10) or more consecutive years shall be eligible for a special retirement allowance.

1. Notice of retirement, in writing, must be submitted to the Board of Education by April 1 of the school year in which the employee intends to retire. Failure to notify the Board by April 1 shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis.
2. The employee shall receive one (1) day's salary for each four (4) days of accumulated unused sick leave existing on the final day of employment.
3. The daily salary shall be computed as 1/240 of the final salary of the employee retiring.
4. The retirement allowance shall be paid in one (1) of the following plans, if the employee has provided Notice of Retirement prior to December 15 of the school year in which the employee intends to retire:

Plan I

- a. Lump sum on 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.
5. If notice of retirement is tendered on or after December 15, but prior to February 1 of the school year in which the secretarial employee intends to retire, the retirement allowance will be made under Plan II or Plan III above, at the retiring employee's option. If notice of retirement is tendered on or after February 1, but prior to April 1 of the school year in which the secretarial employee intends to retire, the retirement allowance will be paid in one lump sum.
  6. The secretarial employee 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.
  7. The retirement allowance shall not be considered part of the secretarial employee's regular salary for pension computation purposes.
  8. If the secretarial employee dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.
  9. Upon the death of an employee with a minimum of fifteen (15) years of service, employee's estate is to receive one (1) day's salary for each four (4) day's accumulated sick leave, to be paid within 120 days.

10. For the purposes of determining the special retirement bonus, all unused and accumulated personal days shall also be included.
- L. 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.
- M. 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.
- N. 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.
- O. 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 salary for each day worked.
- P. Any teacher required to work in excess of the regular work day and/or in excess of the regular work shall be granted compensatory time off equal to the extra hours or days worked.
- Q. No middle or high school teacher shall be required to teach more than six (6) instructional periods per day except that the Administration may require no more than twenty (20) teachers to teach a seventh period.
- R. The Board agrees that in the scheduling of the Whittle Program there shall be no reduction in lunch time at the secondary level and no increase in pupil contact time.

### ARTICLE 13

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

- A. Applications for teaching positions in summer school will be accepted after the preceding March 1 and no later than the preceding June 1. Applications for teaching positions in Adult Evening School will be accepted prior to September 1 and January 1 of the fall and spring semesters, respectively. Home instruction

openings will be posted as they occur. Applicants for these positions will be notified of the action taken by the Superintendent of Schools as soon as possible after appointments are made.

- B. Any teacher teaching in the above programs will be compensated at the tutorial rate effective at the time. (Article 12, A.)
- C. Each teacher applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building.

#### ARTICLE 14

##### TEACHER TRANSFER

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

#### 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 15

### SECRETARIAL SALARIES AND HOURS OF WORK

- A. 1. The salaries of all secretarial employees covered by this Agreement shall be as set forth in Schedule "D".
2. The salary for a ten (10) month employee will be figured at 10/12's of the proper place on the salary scale. Four (4) hour employees shall be figured at 4/7.75 x 10/12's of the proper place on the salary scale.
- B. One (1) secretarial classification shall be made a part of this Agreement.
- C. The regular work day shall be seven (7) hours and forty-five (45) minutes except for clerical aides whose regular work days shall not exceed seven (7) hours, five (5) minutes. Starting and ending times for each school will be set annually by the Pennsville Board of Education.
- All secretarial employees shall have a one-half (1/2) hour paid lunch period daily, such lunch period to be extended by fifteen (15) minutes on payday for banking purposes. There should be two (2) fifteen (15) minute breaks on any full work day.
- D. While the Board of Education retains the right to determine the opening and closing dates for the school year, the Board agrees that members of this unit shall commence summer hours the day after school is closed to pupils. Summer hours shall continue through the day prior to the day pupils return to school. During this time period, the regular work day shall be from 8:00 a.m. - 3:00 p.m.
- E. Ten (10) month employees may take advantage of the twelve (12) month payment plan.
- F. 1. Overtime will be paid to secretarial employees who work in excess of seven (7) hours, forty-five (45) minutes during the school year or seven (7) hours when summer hours are in effect. Overtime will be paid to clerical aides who work in excess of seven (7) hours, five (5) minutes. Overtime shall be paid either as time and one-half pay or as compensatory time off figured at time and one-half.
2. Overtime will be paid to secretaries who work in excess of thirty-eight and three quarters (38-3/4) hours in a given week during the school year or thirty-five (35) hours in a given

week when summer hours are in effect. Overtime will be paid to clerical aides who work in excess of thirty-five (35) hours, twenty-five (25) minutes in a given week. Overtime will be paid as time and one-half or as compensatory time off figured at time and one-half.

3. Overtime work will be permitted at the request of either the employee or the administrative supervisor, provided that prior approval is granted by the Superintendent or his designee.
4. Use of accrued compensatory time shall be only with the approval of the employee's administrative superior upon request of the employee.
5. Employees are limited to a maximum of five (5) days of accrued compensatory time in any contract period. Compensatory time must be utilized not later than sixty (60) days after the expiration of a contract period, that is sixty (60) days after each June 30. Compensatory time not used by an employee within the time limits stated in this paragraph shall be considered as waived by the employee and the employee shall have no further claim for such compensatory time or payment at the overtime rate.
6. Each employee must decide by the last working day of each month whether earned overtime credit for that month shall be counted either as compensatory time or paid at the time and one-half rate. This decision shall be reported to the employee's administrative superior and made a part of the monthly payroll report.
7. In any week in which an employee is absent, the employee shall be paid one and one-half time or receive compensatory time credit only for those hours actually worked that week in excess of thirty-eight and three quarters (38-3/4) hours during the school year or thirty-five (35) hours when summer hours are in effect.

## ARTICLE 16

### SECRETARIAL VACATION AND WORK SCHEDULE

- A. Due to the variation in calendar from year to year, the following are the holidays which will be no work days for the PESA:

Independence Day	New Year's Day
Labor Day	Martin Luther Kind Day
Columbus Day	Lincoln's Birthday
Veterans' Day	Washington's Birthday
Good Friday	Easter Monday
Thanksgiving Recess (2 days)	Memorial Day

The Christmas recess shall be two (2) days in duration. Each secretary shall have one additional holiday scheduled between the day after Christmas and the day before New Year's Day. In buildings where more than one secretary is assigned, approval of the day selected by a secretary may take into consideration possible understaffing on that day. N.J.E.A. convention shall be work days unless the employee actually attends the N.J.E.A. convention.

All other days between July 1 and June 30, except Saturday and Sunday, are considered work days.

- B. 1. The holidays shall be observed as such insofar as possible with time off for all employees for observance. In case the administration finds it necessary for an employee to work on such holiday, her time shall be computed at twice her regular rate of pay for those hours worked on the holiday or she shall be given two (2) compensatory days off in lieu of paid overtime, at her choice. Use of the compensatory days is subject to principal's approval.
- 2. If schools are required to be open for all personnel and students on a day set forth in Board policy or in this Agreement as a paid holiday (no work), employees covered by this Agreement will report to work on such day and will receive a compensatory day off at a later date during the period of this Agreement.
- C. When any of the foregoing holidays fall on Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday, except in schools where summer school secretaries are needed.
- D. An employee is expected to work at regular pay on any other local or religious holiday falling within her regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
- E. Whenever school is closed for students except for the holidays listed in A., secretaries and clerical aides will report to work from 9:00 a.m. to 3:00 p.m. except for summer vacation and in-service training days. Secretaries shall not work when school is closed to faculty because of inclement weather unless the Superintendent shall determine that such specific secretaries shall work in order to meet deadlines. The employee required to work shall receive compensation time for that particular day or portion worked.
- F. The day before Thanksgiving will be six (6) hour work day and the days before Christmas and Easter recess will be full work days.



G. Ten (10) month employees are entitled to such holidays as are included in the contract which fall in their term of employment.

H. Vacations

1. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Members of the unit may bank a maximum of four (4) weeks accrued vacation time.
2. An employee who dies before her contract period is completed will receive full recognition of her vacation rights. Vacation allowance to be forwarded in the form of cash payment to the estate within 120 days of death.

If an employee retires on or after her anniversary date of employment during the contract period she will be entitled to the regular vacation she would have received under Section 3. below, had she worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.

3. Vacation schedule for all regular twelve (12) month employees will be:

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

Employees hired July 1, 1984 or thereafter shall not be entitled to any vacation until after such employee has completed one (1) year of service in the district.

In calculating years of service for vacation benefits, each year that the employee is employed in a twelve (12) month position shall be credited permanently to the employee regardless of transfers. Each year that the employee works in a ten (10) month position shall not be credited in calculating years of service for vacation benefits.

4. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.
5. Whenever a legal holiday falls within the scheduled vacation period, the employee will receive one (1) extra day of paid vacation.

- I. 1. The work year for clerical aides shall not exceed 183 days during the regular school year.

2. If clerical aides are required to work additional days they will be additionally compensated at a per diem pro rata of the yearly salary. Specifically, yearly salary divided by 183 days equals daily salary rate.

## ARTICLE 17

### SECRETARIAL WORKING CONDITIONS

#### A. Personal Business Absence

1. All secretarial employees shall have available two (2) days absence yearly, with pay, to take care of any emergencies which may arise.
2. The employee will present the request, in writing, to the Superintendent of Schools.
3. 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. (a) only 20% of the unit members (no more than two (2) in any one (1) office) may be off on personal business leave on any one (1) day.
4. Request for personal business leave must be submitted seventy-two (72) hours before personal business leave is to be effective. The superintendent of Schools may approve emergency requests as they arise.
5. Ten (10) month employees are entitled to personal business absence as stated above.

#### B. Sick Leave

1. All secretarial employees shall be allowed personal sick leave with pay.  
  
Twelve (12) month employees - 15 days (1-1/4 days per month)  
Ten (10) month employees - 12-1/2 days (1-1/4 days per month)
2. Any unused sick leave days shall accumulate without limit from year to year.
3. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.
4. In case of sickness in the immediate family of an employee, and upon request of the employee to the Superintendent of

Schools, sick leave may be granted to cover the employee's absence because of such illness.

- C. Heat shall be provided in all offices when secretarial employees are required to work and school is closed.
- D. All secretarial employees in the event of death in the immediate family, shall be granted allowance with pay for attending the death bed or funeral as hereinafter stated:
  - 1. An allowance of up to five (5) calendar days shall be granted in case of death of any of the following:
    - a. Employee's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the household of the employee;
    - 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. or b.

If five (5) calendar days are not used, the Superintendent may grant the remaining days for unusual circumstances.
  - 2. An allowance of one (1) day shall be granted to attend the funeral of the following:
    - a. Uncles, aunts, grandparents, and grandchildren of the employee;
    - b. brothers-in-law and sisters-in-law of the employee.
  - 3. An additional day for travel to attend a funeral in excess of 300 miles. Proof of attendance required.

E. Jury Duty

All employees who serve on jury duty shall be paid for the time thus lost from regular school duties and the difference between their regular pay and their jury pay.

F. Leaves of Absence

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

service in the District, and upon recommendation of the Superintendent of Schools.

G. Responsibilities

The responsibilities normally delegated to a nurse shall not be considered the responsibility of a secretary.

H. Vacancies and Transfers

All vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized within the school district by the Superintendent of Schools as soon as possible.

- I. A secretary who has less than three (3) year's experience will be evaluated every three (3) months (September, December, March, June). Employees with more than three (3) year's experience will be evaluated every six (6) months (September, March). The evaluation of any employee covered by this Agreement shall be conducted by the immediate supervisor of said employee. The person making the evaluation will have a conference with the employee immediately after the report is completed and the employee shall sign the copies of the evaluation report for the principal and the Superintendent.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of surveillance devices shall be strictly prohibited.

ARTICLE 18

COURTESY TUITION

- A. 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 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.
- B. Except as provided for in A. above, effective July 1, 1990, children of employees who reside outside of the Pennsville Public School District shall be permitted to attend the Pennsville Public Schools at a cost of 80% of the normal tuition charged.

ARTICLE 19

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 20

DURATION OF AGREEMENT

- A. This Contract shall be in effect commencing July 1, 1990, and shall continue through June 30, 1992.
- B. This Agreement shall be reproduced in a mutually acceptable format. The cost shall be borne equally by both parties.

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

PENNSVILLE EDUCATION ASSOCIATION

Michael E. Spear  
President

Eileen W. Smith  
Secretary

PENNSVILLE BOARD OF EDUCATION

Donald K. Shaw  
President

Ann A. Bedell  
Secretary

**SCHEDULE "A-1"  
TEACHER SALARY GUIDE**

1990-1991

STEP		ND	BA	BA+30	MA	MA+30	MA+60	DR
OLD	NEW							
***	1	24565	25290	26490	27640	28790	29940	31090
	1	2	25065	25790	26990	28140	29290	30440
	2	3	25565	26290	27490	28640	29790	30940
	3	4	26107	26832	28032	29182	30332	31482
	4	5	26750	27475	28675	29825	30975	32125
	5	6	29120	29845	31045	32195	33345	34495
	6	7	30947	31672	32872	34022	35172	36322
	7	8	32675	33400	34600	35750	36900	38050
	8	9	34502	35227	36427	37577	38727	39877
	9	10	35830	36555	37755	38905	40055	41205
	10	11	37800	38525	39725	40875	42025	43175
	11	12	39970	40695	41895	43045	44195	45345
	12	13	41814	42539	43739	44889	46039	47189
	13	14	43876	44601	45801	46951	48101	49251
	14	15	44852	45577	46777	47927	49077	50227
	15	16	45395	46120	47320	48470	49620	50770

Teachers who were on Step 16 or "off-guide" in 1989-1990 are off-guide in 1990-1991. Their salaries have been negotiated between the Board and the Association and those amounts are listed herein.

**LONGEVITY:** In addition to the base salary listed above, teachers shall receive the following longevity payments:

Step 10	\$200
Step 11	\$200
Step 12	\$200
Step 13	\$300
Step 14	\$300
Step 15	\$300
Step 16	\$400
OFFGUIDE	\$400

**SCHEDULE "A-2"  
TEACHER SALARY GUIDE**

**1991-1992**

<b>STEP</b>	<b>ND</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>DR</b>	
<b>OLD</b>	<b>NEW</b>							
***	1	26265	27015	28265	29465	30665	31865	33065
	1	26765	27515	28765	29965	31165	32365	33565
	2	27074	27824	29074	30274	31474	32674	33874
	3	27574	28324	29574	30774	31974	33174	34374
	4	28116	28866	30116	31316	32516	33716	34916
	5	28759	29509	30759	31959	33159	34359	35559
	6	31204	31954	33204	34404	35604	36804	38004
	7	33181	33931	35181	36381	37581	38781	39981
	8	35034	35784	37034	38234	39434	40634	41834
	9	37161	37911	39161	40361	41561	42761	43961
	10	38539	39289	40539	41739	42939	44139	45339
	11	40709	41459	42709	43909	45109	46309	47509
	12	43079	43829	45079	46279	47479	48679	49879
	13	45023	45773	47023	48223	49423	50623	51823
	14	47285	48035	49285	50485	51685	52885	54085
	15	48361	49111	50361	51561	52761	53961	55161

Teachers who were on Step 16 or "off-guide" in 1990-1991 are off-guide in 1991-1992. Their salaries have been negotiated between the Board and the Association and those amounts are listed herein.

**LONGEVITY:** In addition to the base salary listed above, teachers shall receive the following longevity payments:

<b>Step 10</b>	<b>\$575</b>
<b>Step 11</b>	<b>\$575</b>
<b>Step 12</b>	<b>\$575</b>
<b>Step 13</b>	<b>\$675</b>
<b>Step 14</b>	<b>\$675</b>
<b>Step 15</b>	<b>\$675</b>
<b>Step 16</b>	<b>\$775</b>
<b>OFFGUIDE</b>	<b>\$775</b>

SCHEDULE "A-1" and "A-2"

MISCELLANEOUS

"OFF-GUIDE AGREED SALARIES"

Pursuant to the negotiated agreement between the parties, the following off-guide base salaries are agreed to for 1990-1991:

1989-1990 STEP	COLUMN	NAME	1990-1991 SALARY
"OFF-GUIDE"	BA		\$47,540
16	BA		\$46,879
16	BA		\$46,879
16	MA+60		\$51,529
16	MA+60		\$51,529

Pursuant to the negotiated agreement between the parties, the following off-guide base salaries are agreed to for 1991-1992:

1990-1991 STEP	COLUMN	NAME	1991-1992 SALARY
"OFF-GUIDE"	BA		\$51,290
16*	BA		\$50,413
16*	BA		\$50,413
16*	MA+60		\$55,263
16*	MA+60		\$55,263
16	BA		\$49,654
16	BA		\$49,654
16	BA		\$49,654
16	BA		\$49,654
16	BA		\$49,654
16	BA		\$49,654
16	MA		\$52,104
16	MA		\$52,104
16	MA+30		\$53,304
16	MA+30		\$53,304
16	MA+30		\$53,304
16	MA+60		\$54,504



SCHEDULE "B"

COACHES SALARY SCALE

A. <u>LEVEL I</u> Football, Baseball, Boys + Girls Basketball, Girls Softball, Wrestling, Boys + Girls Soccer, Field Hockey		<u>90/91</u>	<u>91/92</u>
	All Head Coaches	\$3,300	3,300
	All Asst. "	\$2,200	2,200

B. <u>LEVEL II</u> Boys + Girls Track, Boys + Girls Tennis, Golf, Indoor Track, Cheerleading, Cross- Country		<u>90/91</u>	<u>91/92</u>
	All Head Coaches	\$2,500	2,500
	All Asst. " + Faculty Manager	\$2,000	2,000

C. A \$50. stipend in addition to the above salaries shall be paid to any coach or coaches authorized by the Board of Education to accompany a team or individual athletes competing in post-season championship play. Regional and/or state competitions shall be considered a single competition.

D. The following incumbent coaches shall receive the indicated salaries instead of those listed in A & B above as long as they continue in the position.

	<u>90/91</u>	<u>91/92</u>
1. Jeff Fulmer	\$2,500	2,500
2. James Halter	2,700	2,700
3. Howard Herrmann	2,700	2,700
4. Paul "Bud" Koehler	2,700	2,700
5. John Maniglia	2,754	2,754

SCHEDULE "C"

EXTRA-CURRICULAR ACTIVITIES COMPENSATION

	<u>1990-1991</u>	<u>1991-1992</u>
H.S. Band Director	\$ 1925	\$ 1950
	Plus \$100 per competition + \$600 Musical	
M.S. Band Director	575	600
Assistant Band Director	1425	1425
	Plus \$80 per competition	
Band Front Advisors (4)	900	925
	Plus \$60 per competition	
Pit Orchestra (3)	325	350
Choral Director	975	1000
	Plus \$600 per musical	
Dramatics Advisor	1075	1100
	Each play plus \$600 for musical	
Musical Director	625	650
Choreographer	425	450
Senior Class Advisors (2)	1150	1175
Junior Class Advisors (2)	1150	1175
Sophomore Class Advisors (2)	900	900
Freshman Class Advisors (2)	450	450
Eighth Grade Advisors (2)	375	400
Seventh Grade Advisors (2)	375	400
Sixth Grade Advisors (2)	350	350
Honor Society	400	400
Literary Magazine	725	750
Newspaper Advisor	800	825
Orchestra Director	750	775
Safety Patrol Advisors (3)	350	375
Stage Manager Advisors (2)	863	875
H.S. Student Council	1200	1200
M.S. Student Council	675	700
H.S. Visual Aide Advisor	875	900
M.S. Visual Aide Advisor	875	900
Yearbook Advisors (2)	900	900
OM Coaches	800	800
OM Judges (5)	125	150
	Plus \$45 per competition beyond league level	
<u>CLUB ADVISORS</u>		
Art	225	250
Spanish (2)	113	125
French	225	250
German	225	250
Computer	225	250
FBLA	525	550
FHA	325	350
Young Astronauts (2)	400	400
TSA	325	350

	<u>1990-1991</u>	<u>1991-1992</u>
Mock Trial	\$ 700	\$ 700
Drama	225	250
Dupont Academic League	425	450
<u>INTRAMURAL</u>		
M.S. Basketball	385	410

## SCHEDULE "D"

### SECRETARIAL SALARY SCHEDULE

- A. The salary schedule or salary amount appearing below is adopted by the Board of Education, applicable to full-time secretaries.
- B. A secretary covered by this salary schedule will advance one step on the salary scale every year until they reach maximum.
- C. All secretaries covered by this salary schedule shall be on duty twelve (12) months per year unless otherwise scheduled.
- D. All secretaries shall receive service increments beginning the sixteenth (16th) year of experience; beginning the twenty-first (21st) year of experience; beginning the twenty-sixth (26th) year of experience and beginning the thirty-first (31st) year of experience. The service increments shall be \$450.
- E. Each secretary covered by this salary schedule shall be given full credit for the number of years of business experience up to a maximum of five (5) years, when properly verified and attested to by the Superintendent of Schools.
- F. If a secretary earns a two-year Secretarial Science degree she will receive an additional degree increment of \$300.
- G. In addition to the salary amounts shown on Schedule D, clerical aides shall receive the following longevity increments:
  - after five (5) consecutive years of employment - \$200.
  - after ten (10) consecutive years of employment - \$400.

SCHEDULE "D"  
SECRETARIAL SALARY SCHEDULE

1990-1991			1991-1992		
STEP OLD	NEW		STEP OLD	NEW	
			***	1	20788
***	1	19174	1	2	20988
1	2	19374	2	3	21188
2	3	19574	3	4	21388
3	4	19774	4	5	21588
4	5	19974	5	6	21788
5	6	20204	6	7	22018
6	7	20532	7	8	22346
7	8	20861	8	9	22675
8	9	21199	9	10	23013
9	10	21637	10	11	23451
10	11	22075	11	12	23889
11	12	22613	12	13	24427
12	13	23160	13	14	24974
13	14	23708	14	15	25522
14	15	24365	15	16	26179
15	16	25138	16	17	26952
16	17	26194	17	18	28008
17	18	27587	18	19	29401

CLERICAL AIDES ANNUAL SALARIES

1990-1991	\$8,000
1991-1992	\$8,900

