

Contract no. 866

AGREEMENT
BETWEEN THE
PAULSBORO BOARD OF EDUCATION
AND
THE PAULSBORO EDUCATION
ASSOCIATION

EFFECTIVE
JULY 1, 1990 TO JUNE 30, 1992

**PAULSBORO BOARD OF EDUCATION
PAULSBORO EDUCATION ASSOCIATION
AGREEMENT**

ARTICLE 1

RECOGNITION

The Paulsboro Board of Education hereby recognizes the Paulsboro Education Association as the exclusive representative of the unit defined below and the sole bargaining agent concerning terms and conditions of employment in the Paulsboro School District.

The Association shall represent as a "Unit" all full-time classroom teachers and other contractual certificated employees, but excluding administrative personnel, for the purpose of collective negotiations. The above persons shall be referred to as "employees."

ARTICLE 2

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law of New Jersey, 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all represented personnel.

- A. 1. A written proposal shall be presented by both parties by October 1st of the calendar year preceding the year in which this Agreement expires and will designate the opening of formal negotiations.
2. Any Agreement so negotiated shall apply to all represented personnel who are recognized in Article 1.
3. Once ratified by both parties, the memorandum of agreements will be reduced to formal language and signed by both parties.

Beginning with the first bargaining session, the following meeting agenda and procedures will be followed:

- B. 1. Call to order by the chairman of the Board Negotiating Committee or head of the Teachers' Negotiating Committee, alternating at each meeting.
2. Approval of the minutes of the previous meeting as written and agreed upon by the designated representatives of each group.
3. Action items: Decide on topics previously discussed and mutually agreed upon as ready for approval.
4. Information may not be released to the general public except by mutual consent of the negotiating teams except in the case of an impasse.
5. Date, time, and place of the next meeting.
6. Adjournment.
- C. During negotiations the teams of the Board of Education and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association for inspection all records, data, and information of the Paulsboro School District which are public information. All information is to be obtained through the Superintendent's office.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counter proposals and counterproposals in the course of negotiations. It is established that any meeting will not extend beyond 11:00 P.M. unless mutually agreed upon. The negotiating teams will not exceed seven (7) members from each party.
- E. Representatives of the Board and the Association shall meet on the request of either party no more than three (3) times per year for the purpose of reviewing and administration of the Agreement. The parties will exchange agendas. The meetings are not intended to by-pass the grievance procedure.
- F. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
- G. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it will be presented to the Board of Education and the Association for ratification.
- H. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of the Agreement, with any organization other than the Association for the duration of this Agreement.
- I. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or groups of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action in order to resolve the claim.

B. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate superior, providing the adjustment is not inconsistent with the terms of this Agreement.
- C. 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. **Level One**
A teacher with a grievance should first discuss it with his Principal, either directly or through the Association's designated representatives, with the objective of resolving the matter informally.
4. **Level Two**
If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after presentation of the grievance, he or the Association must submit the grievance in writing within six (6) school days to the Superintendent of Schools.
5. **Level Three**
If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision is rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, he or the Association may submit in writing the grievance to the Board of Education. The Board will review the grievance in caucus with the person and the representative from the Association within fifteen (15) school days. Following the caucus the Board of Education shall set forth in writing its decision and the reason therefore, within forty-five (45) calendar days.
6. **Level Four**
 - a. If the aggrieved person and the Association determine that the grievance is not satisfied, the grievance may be submitted to arbitration within fifteen (15) school days by the aggrieved person or Paulsboro Education Association committee if so requested.
 - b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the aggrieved person and the Paulsboro Education Association Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties then shall be bound by the rules and procedures of an arbitrator.
 - c. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person and the Paulsboro Education Association Committee and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved person, and the Association and shall be final and binding on the parties.
 - d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. MISCELLANEOUS

1. All meetings and hearings under this procedure shall not be conducted in public and shall include only staff members involved, the administration involved, Board of Education, and their designed or selected representatives.

ARTICLE 4

TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Law of 1974, the Board hereby agrees that every new employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under the 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 Law of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason with respect to his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without evidence of a direct violation of Board policy, administrative directive, or breach of the Professional Code of Ethics of the National Education Association as adopted by the Paulsboro Education Association in 1968.
- C. Whenever any tenured teacher is required to appear before the Superintendent, Board or any committee thereof concerning any formal charge which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such a 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. Any suspension of this tenured teacher, pending charges, shall be without pay pending decision. If found not guilty, salary will be retroactive from time of suspension.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association, in response to reasonable requests, from time to time, all available public information, through the Superintendent of Schools. The Board agrees to furnish each faculty room one (1) copy of each Board meeting minutes. The Board also agrees to furnish to the Paulsboro Education Association President three (3) copies of the Board minutes within three (3) days after the minutes are approved.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Representatives of the Paulsboro Education Association shall be permitted to transact official Paulsboro Education Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the privileges to use school buildings at all reasonable hours for meetings. The Association shall apply to the Superintendent, in advance of the time and place of all such requested meetings.

ARTICLE 6

- A. The Board of Education 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 the applicable laws and regulations:
1. To direct employees of the school district.
 2. To hire, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees.
 3. To relieve employees from duty because of lack of work, or for other legitimate reasons.
 4. To maintain the efficiency of the school district operations entrusted to it.
 5. To determine the means and the personnel by which such operations are to be conducted.
 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 7

- A. The right to determine the school calendar in its specifics is reserved to the unilateral decision of the Board of Education. Discussion and consultation with all interest groups shall take place prior to recommendation to the Board of final approval. The in-school work year for teachers employed on a ten-month basis shall include days when pupils are in attendance, orientation days, and any other such days on which attendance is required. The school calendar will include 182 full-session student days and 186 teacher days, exclusive of N.J.E.A. convention days.

ARTICLE 8

A. TEACHING HOURS

1. The length of the teacher's day shall not exceed seven and one-half (7 1/2) hours.

B. TEACHING LOAD

1. The schedule of periods per week for a high school teacher will be a maximum of thirty (30) assigned teaching and/or duty periods in addition to five (5) duty periods, five (5) curriculum planning periods, and five (5) duty free lunch periods. It is understood that the five (5) curriculum planning periods shall be the same length in time as the teaching and/or duty periods.
2. Each elementary school teacher shall have a duty-free lunch period each day. The length of this duty -free lunch period shall be the same length as the length of the elementary pupils' lunch period.
3. When a specialist is scheduled for a class, an elementary teacher is free if the lesson requires no follow-up. The building Principal shall be notified by the specialist if a follow-up is needed. It is the intent of the Board of Education to continue the special classes of Art, Music, Physical Education, and Library from the first day of school until the last day of school.
4. Where possible 7th and 8th grade teachers shall not be required to teach more than two (2) subject areas.
 - a. Prior to the assignment of a third subject area, a meeting shall take place among the administrator the teacher involved, and a representative of the Association.

- b. The rationale for said assignment shall be discussed with the teacher and the Association.
 - c. If a third subject area is assigned the teacher shall be relieved of all duty periods or the teacher shall be compensated at the rate of \$750.00 above his/her regular contracted salary.
 - d. In no event shall subject areas exceed three (3)
 - e. If three (3) subject areas are assigned, the teacher shall teach no more than six (6) periods per day.
5. Where possible, teachers of grades 9-12 shall not be required to teach more than two (2) subject areas.

C. SIGN-IN

1. Teachers shall indicate their presence for duty at the appropriate time by signing the appropriate column of the faculty sign-in roster.
 - a. Teachers shall receive in writing a warning at each infraction of lateness and a copy of each notification shall be placed in the Principal's lateness file only.
 - b. Beginning with the sixth (6) lateness in any school year a High School violating teacher shall be docked \$5.00 if late before first period or one-eighth (1/8) of his/her daily pay for each class period of lateness. Elementary violating teachers shall be docked \$5.00 if late prior to the start of class or one-eighth (1/8) of their day pay for every hour, or part thereof, actually late for class. The same penalty shall apply to all successive violations. A teacher who is over two (2) hours later, without authorization of his/her Principal, shall be considered absent.
 - c. After the violating teacher has been once docked in any given school year, a notice to this effect shall be placed in the teacher's permanent file by the Principal.
2. All teachers are to be in school twenty (20) minutes before their first assigned period, which shall include curriculum planning periods. Elementary teachers are to be in their classrooms five (5) minutes before the start of school. Teachers may be assigned supervisory responsibilities during a part of this twenty (20) minute period.
3. All teachers are required to stay twenty (20) minutes after their last assigned period, which includes the curriculum planning period, except on those days specified in Section E6 of this Article and on days when after school meetings have been scheduled. Anyone wishing to leave school early must receive permission from the building Principal and in his absence his administrative designee and in his absence the Superintendent of schools. Teachers may be assigned supervisory responsibilities during a part of this twenty (20) minute period.
4. Teachers may leave their building during scheduled duty free lunch periods, but they must sign OUT and IN in a designated area.

D. FACULTY MEETINGS

1. Faculty meetings shall begin no later than fifteen (15) minutes after student dismissal time and shall run for no more than forty-five (45) minutes. In the event that more time is needed, the administrators and faculty may agree to extend the meeting time.
2. Emergency faculty meetings may be called by the Administration, and attendance of teachers is required unless excused by the building Principal.

E. MISCELLANEOUS

1. The Board and Administration recognize the desirability of limiting the number of times in any day a regular classroom teacher is required to change subject area teaching station and will attempt to hold such changes to a minimum.
2. Extra duty assignments both within and outside the academic day will be distributed equally so far as possible.
3. The Board and Association recognize that teaching and learning take place in contacts other than formal classroom situations during the academic day and that all staff members have the responsibility of control and direction of students at all times on school property.
4. Except in cases of emergency, budgetary items requested by the Administration from the faculty members for the ensuing school year shall be given to the appropriate faculty members fifteen (15) days prior to the due date. Department chairpersons will meet with the Administration prior to the third school week in September to discuss pending request procedures.
5. No member of the professional staff shall be required to cover any secretarial duties.
6. On Fridays, required PTA days, General Election Day and days before holidays teachers may leave five (5) minutes after their last assigned period or duty.
7. Teachers whose duties require the use of privately owned vehicles between schools and to approved Board trips, shall be reimbursed as per IRS rates as set each January (1990-.25 1/2)
8. There shall be a minimum of two (2) required PTA meetings for each building each year. (Exceptions to this requirement shall be for illness, attending or teaching classes, and/or emergencies at the discretion of the building principal.)
9. All High School personnel shall be required to attend Graduation ceremonies and assume those duties assigned by the Administration.
10. Innovative programs and suggestions utilizing additional federal and state funds shall be encouraged and desired on the part of recognized personnel through the immediate supervisor.
11. The Board agrees to utilize aides for the collection of lunch and milk money as in the past.

ARTICLE 9

PROCEDURES FOR PAYMENT OF SALARIES

- A. Teachers employed on a ten-month basis shall be paid on the 15th and 30th of the month, except February in which case they shall be paid on the 15th and 28th.
- B. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher in two (2) equal payments on the fifteenth of July and August. Teachers specifying this option may not change the plan during the school year.
- C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June.

- E. Upon satisfactory completion of all duties, full year extra curricular stipends shall be paid in semi-annual equal installments on December 15th and the last working day of the school year.
- F. Upon satisfactory completion of all duties, seasonal extra curricular stipends shall be paid in full within thirty (30) days.

ARTICLE 10

VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS

- A. Two days after a vacancy is official, the Superintendent shall post in the Main Office of each building notification of said vacancies and notify the Paulsboro Education Association President, in writing. Teachers who desire a change in grade and/or subject or who desire to transfer to another building, shall file a written statement of such desire with the Superintendent and the Paulsboro Education President, at any time a vacancy occurs. Such statement shall include the grade and/or subject to which he desires to be transferred in order of preference. Teachers wishing to be considered for possible openings, if they occur over the Summer months, shall submit the above statements to the Superintendent and the Paulsboro Education Association President by June 1st. Final action on the request is at the discretion of the Superintendent.

ARTICLE 11

PROMOTIONS

- A. Promotions, that is any assignment which carries with it remuneration additional to a negotiated salary raise, shall be considered from within the system whenever a certified person is available. Action on the promotion shall be at the discretion of the Administration and the Board of Education.

ARTICLE 12

TEACHER EVALUATION

- A. All observation of teacher performance shall be conducted openly and with the knowledge of the teacher. The use of surveillance devices shall be prohibited.
- B. Teacher performance, for evaluation purposes, shall be evaluated only by certificated supervisory personnel.
- C. Evaluation reports shall be discussed with the teacher before they are placed in the teacher's file. No teacher shall be required to sign a blank or incomplete form.
 - 1. The teacher shall have the right to review the contents of his permanent file with the Superintendent. The teacher is entitled to the right to indicate documents, etc. which he believes are obsolete or inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be referred to the Board for final disposition.
 - 2. No material regarding the teacher's conduct, service, character or personality shall be placed in the permanent file unless the teacher has the opportunity to review same and has the opportunity to submit written answers to be attached to the file.
 - 3. Complaints from parents, administration, etc. shall be promptly investigated and called to the attention of the teacher. The teacher shall have the opportunity to respond or rebut the complaints before being considered for placement in the teachers file.

- D. Following the classroom observation the teacher will meet with the supervisor within five (5) days to discuss the observation. The observation shall be typed and presented to the teacher within five (5) additional teaching days and shall be based on:
1. Strengths and/or weaknesses of the teacher as evidenced during the period since the previous report.
 2. Specific suggestions as to the measure which the teacher might take to improve this performance in each of the areas wherein weaknesses have been indicated.
 3. These reports shall be provided for non-tenure teachers at least three (3) times a year, and for tenure teachers at least once a year.

ARTICLE 13

SABBATICAL LEAVES

- A. Every teacher who has held any position of employment in the Paulsboro Public School District for nine (9) of the last twelve (12) academic years shall be eligible for a sabbatical leave.
- B. For this section:
1. "Teacher" shall mean any member of the professional staff of the Paulsboro Public School District, the qualifications for whose office, position, or employment are such as to require him to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in that State.
 2. "Sabbatical Leave" shall mean a leave of absence for the purpose of improving the qualifications of the teacher in his office, position, or employment by study or travel or for such other purpose as may be authorized by the Board of Education.
 3. "Academic Year" shall mean the period of time school opens in the school district after the general Summer vacation and the next succeeding Summer vacation.
 4. "Area" shall mean grade level in elementary schools or subject area department in the High School, or special subject areas serving the school district.
- C. A sabbatical leave shall be for the period of one academic year at one-half (1/2) salary which the teacher would have received if a qualified replacement can be found, for one-half (1/2) an academic year at the pro-rated full salary the teacher would have received if he were not on such leave, or for such longer period, or at such higher salary as may be approved by the Board of Education.
- D. All tenure, seniority, salary increment, pension, health, tuition reimbursement and retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he were not on such leave. The Board of Education shall retain from the salary of the teacher on sabbatical leave and pay on his behalf such amounts as are required for pension and such other purposes a may be required by law.
- E. Any eligible teacher desiring a sabbatical leave shall make an application to the Superintendent of Schools specifying the period and purpose of the leave desired and such other information as may be required by the Board of Education. In some cases this may require an interview. All applications must be in the Superintendent's possession on/or before December 1st of the academic year preceding the proposed sabbatical and action must be taken on all such requests no later than February 1st of such school year preceding the school year for which the sabbatical is requested.

- F. Up to three (3) of the eligible teaching personnel may be granted sabbatical leave in any one school year. No more than one (1) teacher from any one (1) area in any one (1) school shall be granted a sabbatical leave in the same year.
- G. A joint committee of the Board of Education and the local teachers' Association shall be set up to review all applications for sabbatical leaves and to make recommendations to the Board. The joint committee shall consist of the President of the Board of Education, the President of the Local Association, the Vice-President of the Board of Education, two (2) Association members-at-large (appointed by the Executive Committee of the Association), and one (1) Board member-at-large (appointed by the full Board). Four (4) favorable votes are necessary for approval. The Superintendent of Schools shall act as non-voting chairman of this joint committee and shall call such meetings as are necessary to review all applications.
- H. The joint committee shall use the following list of guidelines. The more guidelines that the applicant meets the greater the consideration that he will be given by the committee.
1. Years of service in the system.
 2. Graduate and under-graduate study in the teacher's field.
 3. Residency requirement for a degree.
 4. Graduate study for advancement (administration, guidance, or job change)
 5. Graduate study for general education purposes.
 6. Fellowships, foundation grants, assistantships, etc.
 7. Educational travel for the improvement of classroom skills.
 8. Educational travel for advancement, job re-assignment, and college credits.
 9. Evidence of continued professional growth through prior course taking.
- I. Upon the termination of sabbatical leave the teacher shall be entitled to return to the same office, position of employment held by him at the commencement thereof, at the same salary to which he would have been entitled had he not been on such sabbatical leave.
- J. The teacher shall submit a detailed written report within a month after his return to service.
- K. Any teacher who does not return to his office, or position of employment upon the termination of his sabbatical leave and continue therein for a period of at least one year thereafter shall be deemed guilty of unprofessional conduct and the Board of Education and the Paulsboro Education Association may take appropriate action.
- L. The employee, by signed agreement, shall reimburse the district for the salary received and cost of fringe benefits received during the course of said Sabbatical if they do not return for the two (2) year period specified in Paragraph K.

Exceptions to this provision shall be:

1. Death
2. Physically incapable as certified by the school medical inspector.

ARTICLE 14

EXTENDED LEAVES OF ABSENCE: CHILD BEARING AND CHILD REARING

Requests for a child bearing leave shall be substantiated by a doctor's certificate and shall be treated the same as any other temporary disability.

CHILD BEARING

- A. 1. In the case of a non-tenured teacher, the Board will not be required to grant or extend the leave of absence beyond the end of the school year in which the leave is begun.
2. The original ending date can be not later than September 1st of the next year unless the teacher leaves after January 15th, in which case it can be no later than September 1st of the second school year.
- B. All or any portion of the leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the option of the teacher, be charged to her available sick leave benefits.
- C. Salary determination after maternity leave shall be based on salaries in effect upon return. Experience credit shall be granted for the school year if the teacher was actively employed for five (5) or more months during the school year in which the childbearing/child rearing leave was taken.
- D. All extensions or renewals of leaves shall be applied for in writing.

ARTICLE 15

LEAVES OF ABSENCE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- C. Pay upon retirement will be \$55 for each sick day accumulated up to 150 days. The payment for sick days applies only to those days earned as an employee of the Paulsboro Board of Education. Staff members shall be eligible for remuneration of sick days in the year payment for TPAF benefits commence (this payment shall be at the rate in effect when the employee leaves Paulsboro Public Schools). Notification of retirement must be made to the Superintendent no later than the first week in November of the year preceding retirement. Failure to notify prior to deadline will result in payment the following fiscal year.

D. 1. Death in the Family

When death in the immediate family (parent, spouse's parent, child, brother, sister, spouse, grandparent, spouse's grandparent, sister-in-law, brother-in-law, and other relatives residing in the employee's home) occurs, the teacher will be allowed up to four (4) days leave with pay.

2. Personal Leave

First year of service	-one personal day
Second year of service	-two personal days
Three or more years of service	-three personal days

a. **Definition**

1. Personal leave days are to be utilized only for personal business, or legal and family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.
2. Except for religious holidays, emergencies, or the funeral of a person not covered under Section D-1 of this article personal leave days may not be taken before or after holiday or school vacation period or to extend a holiday or school vacation period.
3. Personal leave is not cumulative. In cases of leave for personal business which does not fall within the above classification, pay shall be forfeited at the rate of 1/200 of the annual salary for each day absent.
4. Any teacher with 1, 2, or 3 remaining personal days at the end of each school year will have them transferred to their accumulated sick days for the following school year.
5. All requests must be approved by the Superintendent before personnel can be paid for personal days.

b. **Procedure**

1. An application form stating the reason for personal leave must be submitted, in writing, through the building principal to the Superintendent of Schools for approval at least three (3) school days in advance.
2. In cases of emergency, verbal requests may be granted immediately by the principal or in his absence his administrative designee with the Superintendent being informed. In this case, the application form shall be submitted through the normal chain of command within two (2) school days after the teacher's return to work in order to be paid.

ARTICLE 16

SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification.
- B. Beginning with the school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall call a designated telephone prior to 9:30 P.M. or between 6:15 and 6:45 A.M. and it shall be the responsibility of the administration to arrange for a substitute. The Board of Education will periodically review the substitute rate to stay in competition.
- C. It is desirable for each teacher to have an uninterrupted preparation period each day. In some cases, however, as a result of a shortage of substitutes or sudden teacher emergencies, it becomes necessary to use teachers as substitutes during their non-teaching time. A teacher may, in this situation, be assigned to serve as a substitute for up to four (4) covers per year. After having covered four (4) times teachers shall be paid \$15.00 per class period for the balance of the year. Such covers shall be arranged by the Principal of the school in question and shall be distributed as equitably as possible.

ARTICLE 17

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board recognizes that it shares with its professional staff the responsibility for the upgrowth and updating of teacher performance and attitudes.

- B. To work toward the ends stated above the Board agrees to implement the following at the beginning of the same year.
 - 1. To compensate teachers who have completed two (2) years service in the Paulsboro School District for tuition and required fees (not including parking fees.) These teachers upon their return for the third year, are eligible to apply for a reimbursement of \$750.00 per year.
 - 2. All credits earned in July and August shall be reimbursed as of September.
- C. Courses for which reimbursement is requested must be related to the individual's increased competence as a professional teacher in the Paulsboro School District.
- D. The applicant will present to the Superintendent:
 - 1. Application prior to or no later than two (2) weeks after registration.
 - 2. The college transcript or letter grade from the college verifying completion of the course.
 - A. The applicant must receive a mark equivalent to "A", "B", or "C" for the course.
 - 3. Receipted bill for tuition from the institution.
- E. To be eligible for reimbursement, a candidate must be:
 - 1. Fully certified in his teaching area.
 - 2. Be taking a course in a matriculated area or courses in his area of teaching certification.
- F. There must be no other source of financial compensation from other public or governmental agencies, creating a duplicate payment.
- G. The Board will reimburse each teacher up to \$30.00 (90-91) & \$40.00 (91-92) for educational materials purchased for his or her classroom use upon presentation of an itemized receipt(s). All receipts for payment must be submitted to the building principal for these purchases no later than November 30th. Payment will be authorized at the regular scheduled Board meeting in December

ARTICLE 18

SALARY AGREEMENT

- A. 1. The salaries for all employees covered by this Agreement are set forth in Appendix A.
- 2. Credit up to six (6) years shall be given for previous full time teaching experience in duly accredited schools, including military experience upon initial employment. On the recommendation of the Superintendent and with the Board's approval, greater credit than itemized in this paragraph may be granted.
- 3. Newly employed teachers must be under contract by the first school day after January 1, In order to receive a full year teaching credit.
- B. The extra services salaries shall be as follows:
 - 1. Department Chairperson

- | | | |
|-------------------------------|--------------------|-----------------------|
| a. Business | *e. Mathematics | *I. Special Education |
| * b. English | f. Practical Arts | j. Guidance |
| c. Fine Arts | *g. Science | k. Child Study Team |
| *d. Health/Physical Education | *h. Social Studies | |

Each department chairperson with an asterisk preceding the department title will receive five (5) duty-free periods per week for department coordination activities.

Responsibilities: Coordination of curriculum, ordering equipment and textbooks, keeping accurate records for subjects assigned, and other related duties as determined by the high school principal.

Method of Payment: Each department chairperson with duty-free designation will receive \$120 for each staff member in the department excluding the chairperson.

Each department chairperson without duty-free designation will receive \$400 base pay Plus \$120 for each staff member in the department excluding the chairperson.

C. Miscellaneous

1. Bedside Tutoring : \$15.00 per hour
2. Driver Education : \$14.00 per hour
3. Saturday Detention : \$14.00 per hour
4. Credit Completion School : \$14.00 per hour
5. Administrative Detention : \$14.00 per hour
6. Elementary Enrichment : \$14.00 per hour

D. The salaries for coaches covered by this Agreement are set forth in Appendix B.

APPENDIX A

SALARY GUIDE 1990-91

STEP	BA	BA+30 (800)	MA (800)	MA+30 (800)
A	\$25,000	\$25,800	\$26,600	\$27,400
B	\$26,200	\$27,000	\$27,800	\$28,600
C	\$26,700	\$27,500	\$28,300	\$29,100
D	\$27,500	\$28,300	\$29,100	\$29,900
E	\$27,880	\$28,680	\$29,480	\$30,280
F	\$28,971	\$29,771	\$30,571	\$31,371
G	\$30,305	\$31,105	\$31,905	\$32,705
H	\$31,545	\$32,345	\$33,145	\$33,945
I	\$32,482	\$33,282	\$34,082	\$34,882
J	\$34,245	\$35,045	\$35,845	\$36,645
K	\$36,257	\$37,057	\$37,857	\$38,657
L	\$38,076	\$38,876	\$39,676	\$40,476
M	\$40,886	\$41,686	\$42,486	\$43,286

All Teachers shall move up a step from 1989-90
 Teachers above Step M will receive \$2,936 increase over 1989/90 for BA,
 \$3,036 for B.A.+30, \$3,136 for M.A., \$3,236 for M.A.+30.

1. New teachers in Paulsboro will be placed on the guide with someone of equal experience and degree(s).
2. An employee filling the specially certified areas of Learning Disability Consultant and/or Psychologist and/or Social Worker, will have their initial salary determined by the Board of Education. This salary shall be equal to or greater than a person with the same experience and degree presently employed.

All other benefits are to be only those contained in this Agreement and all future raises shall be the same as regulated by this Agreement.

3. A teacher applying for an advancement in salary for completion of additional credits or degree program, shall be subject to the following rules:
 - A The teacher shall submit, upon completion of additional credits or degree program, a letter to the Superintendent of pending salary advancement.
 - B The effective date of salary increases shall be the first of the month following submission of the letter and the successful completion of course credits or degree program.
 - C The teacher will not be paid any monies until the transcript or evidence of the degree being awarded is presented to the Superintendent.
 - D In no case shall the Board be held responsible for retroactive pay for a period of time greater than nine (9) months.

SALARY GUIDE 1991-92

<u>STEP</u>	<u>BA</u>	<u>BA+30 (800)</u>	<u>MA (800)</u>	<u>MA+30 (800)</u>
A	\$26,292	\$27,192	\$28,092	\$28,992
B	\$27,554	\$28,454	\$29,354	\$30,254
C	\$28,876	\$29,776	\$30,676	\$31,576
D	\$29,427	\$30,327	\$31,227	\$32,127
E	\$30,309	\$31,209	\$32,109	\$33,009
F	\$30,728	\$31,628	\$32,528	\$33,428
G	\$31,931	\$32,831	\$33,731	\$34,631
H	\$33,401	\$34,301	\$35,201	\$36,101
I	\$34,767	\$35,667	\$36,567	\$37,467
J	\$35,800	\$36,700	\$37,600	\$38,500
K	\$37,743	\$38,643	\$39,543	\$40,443
L	\$39,960	\$40,860	\$41,760	\$42,660
M1	\$41,173	\$42,073	\$42,973	\$43,873
M2	\$44,100	\$45,000	\$45,900	\$46,800
M	\$44,100	\$45,000	\$45,900	\$46,800

All teachers shall move up a step from 1990-91
 Teachers above Step M will receive \$3,215 increase above 1990-91 for
 B.A., \$3,315 for B.A.+30, \$3,415 for M.A., \$3,515 for M.A.+30.

1. New teachers in Paulsboro will be placed on the guide with someone of equal experience and degree(s).

EXTRA CURRICULAR SALARY GUIDE

	<u>90-91</u>	<u>91-92</u>
a. Senior Class Advisor (2)	1,111	1,222
b. Junior Class Advisor	1,051	1,156
c. Sophomore Class Advisor	657	723
d. Freshman Class Advisor	657	723
e. Grade 8 Class Advisor	580	638
f. Grade 7 Class Advisor	580	638
g. Student Council Advisor - plus 3 duty free periods	909	1,000
h. Yearbook Advisor - plus 5 duty free periods	1,109	1,220
i. Yearbook Business Advisor	710	781
j. Magazine Drive Advisor*	400	400
k. Candy Drive Advisor*	450	450
l. Christmas Card Advisor*	506	506
m. National Honor Society	838	922

n. Play Advisor	1,544	1,698
o. AV Coordinator - HS - plus 5 duty free periods	1,205	1,326
p. Play Business Manager	Board Discretion	
q. AV Coordinator - Elementary (2)	575	633
r. Safety Patrol Advisor (2)	785	864
s. Band Director	2,355	2,591
t. Asst. Band Director (1)	1,424	1,566
Asst. Band Director (1)	931	1,024
u. Literary Advisor - Gallery (2)	673	740
v. Stage Band Director	849	934
w. Literary Advisory Gallery (2)	175	193
x. Choral Director	677	745
y. Computer (Elementary)	548	600

*Denotes taken from profits

APPENDIX A

COACHES SALARY GUIDE

<u>1990-91</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Athletic Director	3,275	3,425	3,600	3,800	4,025
Asst. Athletic Director	1,825	1,975	2,150	2,350	2,575
Head Football	2,975	3,125	3,300	3,500	3,725
Asst. Football	1,775	1,925	2,100	2,300	2,525
Head Hockey/Soccer	1,800	1,950	2,125	2,325	2,550
Asst. Hockey/Soccer	1,300	1,450	1,625	1,825	2,050
Cross Country	1,575	1,725	1,900	2,100	2,325
Head Tennis-Fall/Spring	1,100	1,250	1,425	1,625	1,850
Asst. Tennis	970	1,070	1,170	1,270	1,370
Head Cheerleading	1,525	1,675	1,850	2,050	2,275
Asst. Cheerleading	1,150	1,300	1,475	1,675	1,900
Head Wrestling	2,975	3,125	3,300	3,500	3,725
Asst. Wrestling	1,775	1,925	2,100	2,300	2,525
B/G Head Basketball	2,700	2,850	3,025	3,225	3,450
Asst. Basketball	1,425	1,575	1,750	1,950	2,175
B/G Head Track	2,275	2,425	2,600	2,800	3,025
Asst. Track	1,400	1,550	1,725	1,925	2,150
Head Baseball/Softball	2,275	2,425	2,600	2,800	3,025
Asst. Baseball/Softball	1,400	1,550	1,725	1,925	2,150
Golf	1,075	1,225	1,400	1,600	1,825
7th & 8th Grade - All Steps	\$1,155				

A. The Board of Education reserves the right to award experience to any newly hired coaches by initially placing them on any of the five (5) steps. A coach who formerly earned experience at Paulsboro and resigned, shall receive full credit for this experience if rehired. At no time may coaches skip steps or receive compensation other than that provided in the guide. Coaches moving from assistant to head coach will be given 1/2 credit for assistant experience toward placement on the scale for head coach and will in no case receive less than he/she is presently earning as an assistant in that sport. e.g. (1 yr. - 1, 2 yrs.- 1,3 yrs - 2,4 yrs - 2,5 yrs. - 3).

B. In no other case shall private negotiations and salary agreements be made with any employee.

APPENDIX B

COACHES SALARY GUIDE

<u>1991-92</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Athletic Director	3,725	3,875	4,050	4,250	4,475
Assistant Athletic Director	2,175	2,325	2,500	2,700	2,925
Head Football	3,375	3,525	3,700	3,900	4,125
Asst. Football	2,075	2,225	2,400	2,600	2,825
Head Hockey/Soccer	2,100	2,250	2,425	2,625	2,850
Asst. Hockey/Soccer	1,600	1,750	1,925	2,125	2,350
Cross Country	1,975	2,125	2,300	2,500	2,725
Head Tennis - F/S	1,400	1,550	1,725	1,925	2,150
Asst. Tennis - F/S	1,200	1,300	1,400	1,500	1,600
Head Cheerleading	1,875	2,050	2,225	2,425	2,650
Asst. Cheerleading	1,525	1,675	1,850	2,050	2,275
Head Wrestling	3,375	3,525	3,700	3,900	4,125
Asst. Wrestling	2,075	2,225	2,400	2,600	2,825
B/G Head Basketball	3,175	3,325	3,500	3,700	3,925
Asst. Basketball	1,800	1,950	2,125	2,325	2,550
B/G Head Track	2,575	2,725	2,900	3,100	3,325
Asst. Track	1,725	1,875	2,050	2,250	2,475
Head Baseball/Softball	2,575	2,725	2,900	3,100	3,325
Assist. Baseball/Softball	1,725	1,875	2,050	2,250	2,475
Golf	1,400	1,550	1,725	1,925	2,150
7th & 8th Grade - All Steps	\$1,555				

C. This article in no way limits an employees rights with regard to salary error or miscalculation of such.

D. MEDICAL/HEALTH BENEFITS

Each teacher shall receive the State Health Benefits Plan (1420), Major Medical, Rider J.

The Board shall pay the additional dependent coverage for the State Health Plan up to \$2,750 per employee for the school year 1990-91 and \$3,250 per employee for the school year 1991-92. During the term of this Agreement only if the actual dependent cost exceeds the allowable amount the Board shall reimburse the teachers said amount by October 15 in the succeeding year. At the conclusion of this Agreement terms and conditions of this section shall revert to the previous contract. (1989-90)

E. PRESCRIPTION PLAN

The Board agrees to pay for a prescription plan acceptable to both parties, full single coverage and a maximum of \$36.30 per month for all other categories for the 1990-91 school year. The Board will pay full single coverage and \$39.90 per month for all other categories for the 1991-92 school year.

F. DENTAL COVERAGE

The Board shall pay single coverage for a dental plan up to a monthly cost for each employee as follows:

1990-91	\$13.72/mo.
1991-92	\$15.00/mo.

G. EYE CARE

The Board agrees to pay \$75.00 per year per employee for examination and/or eyeglasses upon presentation of proper documentation and receipts.

ARTICLE 19: DURATION

This Agreement shall be in effect from July 1, 1990 through June 30, 1992. There shall be no reopeners during the length of the contract.

FOR THE PAULSBORO BOARD OF EDUCATION

President: Russell K. Stetser
Russell K. Stetser

Vice-President: Joseph Giovannitti
Joseph Giovannitti

Secretary: Elaine Kosuh
Elaine Kosuh

FOR THE PAULSBORO EDUCATION ASSOCIATION*

President: Carole L. Gunby
Carole Gunby

Vice-President: Michele Cain
Michele Cain

Secretary: Lori Wells
Lori Wells

*CORRESPONDENCE ATTACHED

March 14, 1991

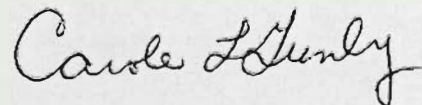
Dear Board of Education Members:

Please be advised that we are signing the contract under protest and are pursuing a resolution of the disputed article 18 section D, Medical/Health Benefits.

We have sent all the information to Mr. Richard Gwin, the mediator, for his interpretation.

If Mr. Gwin is unsuccessful in resolving this problem, then we will be forced to file an unfair labor practice.

Sincerely yours,



Carole L. Gunby,
P. E. A. President

PAULSBORO BOARD OF EDUCATION

7th & Delaware Streets
Paulsboro, New Jersey 08066
Phone: (609) 423-5440

Russell K. Stetser, President
Joseph Giovannitti, Vice-President

April 16, 1991

Mrs. Carole Gunby
P.E.A. President
Loudenslager School
Paulsboro, NJ 08066

Dear Mrs. Gunby:

This will acknowledge receipt of your letter dated March 14, 1991 indicating that you are signing the Agreement between the Paulsboro Board of Education and the Paulsboro Education Association, effective July 1, 1990 to June 30, 1992 under protest in regard to Article 18, Section D, Medical Health Benefits.

The Board of Education would like to emphasize that it accepted the terms of this Agreement prior to it being reduced to final written form and in good faith in the Fall of 1990, authorized payments of salary and other benefits as provided in the Agreement retroactively to the commencement of the school year. Consequently, the Board must take umbrage with the allegation contained in your letter that there may have been some unfair labor practice on the part of the Board of Education. The Board believes that your attempt to categorize a disagreement over the wording of Article 18, Section D as an unfair labor practice in these circumstances is totally without merit.

Yours truly,



Russell K. Stetser
Board President

RKS:ds