

October 2020

AGREEMENT
BETWEEN
PENNSVILLE ADMINISTRATORS AND SUPERVISORS ASSOCIATION
AND
PENNSVILLE TOWNSHIP BOARD OF EDUCATION

JULY 1, 2020 - JUNE 30, 2025

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ARTICLE 1
RECOGNITION

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

ARTICLE 2
UNIT MEMBERS' RIGHTS

- A. No Unit member shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or agent of representative thereof, shall be subject to the grievance procedure within set forth.
 - a.) All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.
- B. Whenever any Unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Unit member in his/her office, position, or employment or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview. A notice of 48 hours shall be given before any member is required to appear before the Board. If mutually agreeable, this time line may be waived.
- C. Any complaints or criticism regarding a Unit member made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating a Unit member shall be promptly investigated and called to the attention of the Unit member within a reasonable length of time.

ARTICLE 3
ASSOCIATION RIGHTS

- A. Whenever by mutual agreement between the Unit and the Board or its representatives, any representative of the Unit or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall,

upon request of the Association, make available to the Association for inspection all pertinent records, data and information of the Pennsville School District required for the purposes of negotiation and which is public record.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a claim by a member of the Unit or the Unit based upon the interpretation, application, or violation of this Agreement, Board policies, or administrative decisions affecting the terms and conditions of employment.
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 Membership to Representation

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

C. Procedure

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

- c. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

2. Level One

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

A Supervisor who has a grievance shall discuss it first with the Director of Curriculum and Instruction. A decision shall be given to the grievant within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the informal decision of his/her principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (a) the date of the occurrence giving rise to the grievance; (b) the date the grievance was initially filed; (c) the nature of the grievance; (d) the specific provisions of the Agreement, Board policy(ies) or administrative decision(s) allegedly violated the remedy sought; (f) the results of the previous discussions; (g) his/her dissatisfaction with decisions previously rendered; and (h) all documents in support of the employee grievant's position. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he/she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing.

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

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Unit, the employee grievant may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievance concerning:
 - a. Any matter of which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or
 - c. A complaint by any certified or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his/her representative and the Unit waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.
7. The following procedure shall be used to secure the services of an arbitrator.
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the matter at issue.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days, or the initial request for arbitration a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

8. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have only the power to interpret the express terms of the Agreement or Board policy(ies) if at issue. The arbitrator shall limit him/herself to the issue(s) submitted to him/her, and shall consider nothing else. He/she shall not have the authority to substitute his/her judgment as to the degree of discipline determined by the Superintendent or Board. The arbitrator shall outline his/her findings of fact and conclusions of law in a written opinion. The award of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Unit. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 5
VACATIONS

A. Annual vacations for Unit members, based on length of service in the Pennsville School District shall be taken within the contract period at the discretion of the Superintendent of Schools. For unit members hired after July 1, 2003, vacation entitlement is based upon length of service as an administrator or supervisor in the District. Employees hired on or after July 1, 2006, shall be credited with vacation on the July 1st following initial employment and then on July 1st each year thereafter.

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

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION</u>
After 6 months to 5 th year	3 weeks
After the 5 th year to 20 th year	4 weeks
After 20 th year	5 weeks

- a. After the initial six months of a Unit member's employment, all vacations for that employee will be calculated as if his/her employment began as of July 1 of the school year in which he/she was initially employed.
2. For Unit members hired prior to July 1, 2012, a Unit member may bank a maximum of six (6) weeks (30 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member. Pursuant to N.J.S.A. 18A:30-9.1, Unit members hired on or after July 1, 2012 may carry over or bank unused and accrued vacation leave to the next school year only. Any carried over or banked unused and accrued vacation leave that is not used in the subsequent school year will be considered forfeit. During the term of this Agreement, Unit

members may elect to be paid for up to ten (10) unused vacation days at the per diem rate indicated in Article 8 (F)(3):

3. Whenever a legal holiday falls within the scheduled vacation period of a member, the member will not be charged a vacation day.
4. Earned annual vacation may be taken during a time other than provided for in A. 1. above, when mutually agreed upon between the Superintendent and the Unit member.
5. A Unit member who retires, may bank all accrued vacation into the year that the Unit member will retire. Further, the Unit member shall be entitled to use said accrued and banked vacation time prior to the date of retirement.

B. Separation From Service

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

ARTICLE 6
WORK YEAR AND SCHOOL CALENDAR

- A. 1. Although salaries for Unit members employed under this Agreement shall be based on a work year of two hundred forty (240) days per year, the Parties agree that the actual amount of work days may exceed two hundred forty (240) days.
 2. The work year for all Unit members will be lessened by legal holidays, contracted vacation time sick time or personal business days.
 3. During the Academic Year, the work year for Unit members shall be based on the calendar adopted by the Board for ten (10) month certificated teaching staff.
 4. Any unit member who has Learning Center oversight responsibilities shall receive a stipend of \$2,550 only and shall not receive any compensatory paid time off for fulfilling that oversight responsibility.
- B. The Superintendent of Schools shall consult with the Unit as to development of a school calendar and work schedule for recommendation to the Board of Education. The Superintendent of Schools shall also consult with other individuals and organizations within the school district and, as he/she sees fit, individuals and organizations other than those within the school district.

ARTICLE 7
VACANCIES AND TRANSFERS

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

ARTICLE 8
SHORT-TERM ABSENCES

A. Sick Leave

- 1. All members of the Unit shall be allowed personal sick leave with pay for one and one-half (1-1/2) days per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year and shall be accumulated from year to year.
- 2. As provided by statute, Unit members may accumulate up to fifteen (15) days of unused sick leave each year.
- 3. Pursuant to N.J.S.A. 18A:30-1, sick leave may only be used for an employee's own illness or injury except when, pursuant to N.J.S.A. 43:21-39.1, an employee is caring for the serious health condition of a family member as defined under the New Jersey Family Leave Act. When an employee is caring for a family member with a serious health condition (as defined under the New Jersey Family Leave Act), at the sole discretion of the Board or the Board's designee, the employee may utilize up to 60 sick leave days per year (under NJFLA guidelines) to care for a family member or until the family member no longer has a serious health condition, whichever is sooner. Employees must

submit the appropriate family leave paperwork and accompanying documentation of serious illness for family members, including starting and ending dates for qualifying treatment, to be considered for approval. Paperwork must be renewed annually for absences that extend beyond the July 1st – June 30th annual cycle.

4. Article 8(A)(3) above does not include the use of sick leave for child rearing purposes. Use of sick leave for child rearing purposes is not permitted.
5. The Board's family leave policies are incorporated by reference herein.

B. Death In Family

All employees covered by this agreement, in the event of death in the immediate family, shall be granted allowance with pay on scheduled workdays to attend the death bed or funeral as hereinafter stated:

1. An allowance up to five (5) workdays shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent.
 - a. Employees' parents, spouse (including civil union partner), children, son-in-law, daughter-in-law, and other persons residing as a member of the employee's household.
 - b. Brothers and sisters of the employee and the parents of the employee's spouse.
 - c. Legally adopted members of the family and step-relationships as outlined in a. and b.
2. An allowance up to three (3) workdays shall be granted in case of any of the following:
 - a. Grandchildren of the employee
3. An allowance of one (1) workday shall be granted to attend the funeral of any of the following:
 - a. Uncles, aunts, and grandparents of the employee.
 - b. Brothers-in-law and sisters-in-law of the employee.
4. With the approval of the Superintendent, an additional workday for travel shall be granted to attend the funeral of any of the above persons in 2. a. and 3. a.

and b. when such funeral is at a place in excess of 300 miles from Pennsville Township.

C. Personal Business

Upon request to the Superintendent of Schools, and with his/her approval, Unit members may be granted up to a maximum of four (4) days off per year for personal business.

D. Sick Leave Extended

In the event of an illness which extends beyond the number of days of personal sick leave accumulated by a member, said member may request the use of accumulated vacation time as additional sick leave. The Superintendent may grant or deny such request and may require such extended illness to be verified by a physician. The grant or denial of such a request shall not be subject to the grievance and arbitration procedure set forth herein. Any additional leave that is granted under this section shall apply to the entitlement of the employee under the Federal Family Medical Leave Act and the Board's family leave policies, insofar as the time takes is for a qualifying event of that law.

E. Other Absences

1. Requests for absence with pay to attend professional meetings or conferences shall be submitted to the Superintendent of Schools in writing and shall specify the nature of the meetings or conference, number of days absence requested. The decision of the Superintendent or the Board of Education with respect to the request for absence and any request for reimbursement of expenses shall be final. The grant or denial of such a request shall not be subject to the grievance and arbitration procedure set forth herein.
2. Unit members shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:
 - a. Time necessary for mediation or fact-finding hearings if held during the school day.
 - b. Time necessary for appearances in any legal proceedings connected with unit members employment or with the school system.

F. Payment for Unused Sick Leave

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

Notice of retirement must be submitted to the Board of Education in writing by December 15th of the school year in which he/she intends to retire. The Unit member shall select a plan for payment of payment for unused sick leave in accordance with the provisions of Paragraphs 4. and 5. of this Section.

2. A Unit member on staff prior to July 1, 1997, shall receive one (1) day's salary for each four (4) days of accumulated sick and/or personal business leave earned prior to July 1, 1997 and shall receive one (1) day's salary for each five (5) days of accumulated sick and/or personal business leave earned on or after July 1, 1997 and which days exist on the final day of employment, up to the following maximums:

(all service is calculated as of the close of business on June 30, 1997)

20 years or more of service to the District	\$30,000
12 years or more of service to the District	\$25,000
8 years or more of service to the District	\$20,000
On Staff prior to July 1, 1997, but less than 8 years of service	\$15,000

Staff hired after July 1, 1997 will be paid up to a maximum of \$15,000 or current State law.

Unit members unused sick and/or personal days shall not exceed 150 days for the purpose of separation payment.

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

Plan I

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

Plan II

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

Plan III

- a. One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
- b. One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
- c. One third (1/3) of retirement allowance on January 15 of the second calendar year following retirement.

Plan IV

- a. One-half of the retirement allowance shall be paid on January 15 of the second calendar year following retirement.
 - b. One-half of the retirement allowance shall be paid on January 15 of the third calendar year following retirement.
5. Although the Unit member is required to provide notice of possible retirement in writing by December 15th of the year in which he/she intends to retire, the Unit member shall not be required to provide notice of the plan for payment of payment for unused sick leave until April 1st of the school year in which the Unit member intends to retire. As established in subsection "4." hereof, however, Plan I, Plan II, and Plan III shall not be available to the Unit member unless such plans are selected not later than December 15th of the school year in which the Unit member intends to retire. Thus, if notice of the plan selected is provided after December 15th of the school year in which the Unit member intends to retire, the only Plan available to the Unit member is payment in one (1) lump sum on July 15th of the second fiscal year following the Unit member's retirement.
 6. Payment for unused sick leave shall not be considered part of the Unit member's regular salary for pension computation purposes.
 7. If the Unit member dies before full payment is made, the balance of the payment for unused sick leave shall be paid to his/her estate.
 8. If the Unit member dies while actively employed, the payment for unused sick leave shall be paid to his/her estate.
 9. Any Unit member may also elect to utilize the Final Pay Program that is Administered by MetLife Resources and approved by the Board for the payment of any unused sick leave in accordance with this Article.

ARTICLE 9
PERSONNEL FILES

- A. Official files shall be maintained in accordance with the following procedures:
1. No derogatory material shall be placed in a unit member's personnel file unless it is signed by a responsible source and a unit member has had an opportunity to review such material. The unit member shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates his/her agreement with the contents thereof. The unit member will have the opportunity to provide a written response to the derogatory material. Any such written response from the unit member must be received by the Superintendent or his/her designee within five (5) school days of the unit member's review of the material, and if received within that time frame, will be joined to the derogatory material and placed in the unit member's personnel file.
 2. A Unit member shall have the opportunity to review the contents of his/her file, except for pre-employment records, at times mutually convenient to the member and the Superintendent of Schools. A unit member shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein.
 3. A Unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.
 4. A unit member 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. Any complaints regarding a unit member made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a unit member shall be promptly investigated and called to the attention of the unit member. The unit member 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.

ARTICLE 10
SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedules "A" which are attached hereto and made a part of this Agreement.

- B. An employee may authorize the Board to make deductions for the purpose of a tax sheltered annuity pursuant to the provisions N.J.S.A. 18A:66-127, et seq. and the terms of a group contract to be approved by the Board.

ARTICLE 11
INSURANCE PROTECTION

1. The Board of Education shall provide health care insurance protection to Unit Members at the base plan and benefit levels of the AmeriHealth PPO 15 Plan and benefit levels that are equivalent to the benefit levels provided by that plan. Unit Members will contribute towards their health and prescription insurance premiums (as appropriate) consistent with the percentages required by Chapter 78, Public Laws 2011 for the duration of this Agreement.
2. The Board will provide full family dental insurance coverage with a limit not to exceed \$575 per member. The employee cost will be calculated on a district-wide bargaining unit average basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in specific plans which excessively exceed the Board's liability. The dental plan shall include a \$25 annual deductible per individual and a \$75 annual deductible per family. The per individual annual cap will be \$1,500 and the orthodontia coverage maximum will be \$1,000.
3. The parties agree that otherwise-eligible employees may voluntarily waive their entitlement to any or all insurances under Article 11, (1) and (2). Those employees who do so shall receive the lesser of six thousand dollars (\$6,000) or thirty percent (30%) of the premium required to be paid by the Board each year. An employee who chooses to opt out of any or all insurance will have his/her payment reduced by what he/she would have been required to contribute but for his/her opt out of coverage. Though the employee's payment will be reduced by this amount, the employee will not actually contribute any money toward such coverage to the extent it is waived.

In order to waive insurance under A. 1. above, the Board shall require an employee to provide proof of coverage (i.e. a copy of the medical insurance card or a letter from the medical insurance provider), before an employee may waive such insurance.

Re-enrollment shall occur on a July 1st or be consistent with the requirements of COBRA.

4. The parties will implement a Section 125 account program in which employees may voluntarily make contributions to their own account. The foregoing is contingent on the parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. The employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. At the time of enrollment the employee agrees to assume responsibility for all claims in excess of their deducted contributions. If a participating employee separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution he/she has made, the Board may recoup such excess claims first by

withholding any compensation owed (for example, the last paycheck and/or payment for sick leave, or unused vacation compensation); and, second, by collecting directly from the employee the remaining difference between the claim and the actual employee contributions.

ARTICLE 12
SABBATICAL LEAVES

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

the leave of absence as the unexpired proportion of one (1) year shall bear to said period.

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

ARTICLE 13
MISCELLANEOUS PROVISIONS

A. Except in emergencies when they are not available, the Superintendent shall consult appropriate Unit members regarding professional personnel selection, assignment transfer, or evaluation of any person assigned or to be assigned to a member's building. Information or advice received through such consultations will be considered by the Superintendent prior to his/her making any final decision or recommendation to the Board of Education.

B. Tuition/Professional Reimbursement

1. Unit members are encouraged to continue further training in duly accredited institutions.
 - a. The Board will pay full cost of tuition, textbook and other materials required for any courses, workshops, seminars, conferences, in-service training sessions or other such sessions, which a unit member is required and/or requested by the administration to take.
 - b. The Board will reimburse the full cost of tuition, registration fees, service fees and laboratory fees of an approved graduate course or other alternative. In order to be eligible for this reimbursement, the course or other alternative must be approved in advance by the Superintendent.
 - c. The foregoing reimbursement arrangement shall not cover courses required for certification purposes unless a change in field of certification is requested by the Superintendent, or the Superintendent, at his discretion, determines that regardless of whether such course is required for certification, the course will be of benefit to the District. Parking fees and fees of a similar nature shall not be reimbursable.
 - d. In order to be eligible for reimbursement for an approved graduate course or other alternative, an employee must receive at least a "B" in the approved graduate course or other alternative.
 - e. In order to be eligible for reimbursement for any other workshops, seminars, conferences, in-service training sessions or other such sessions, which a Unit member is required and/or requested by the administration to take, the Unit member must present documentation

demonstrating successful completion of the workshops, seminars, conferences, in-service training sessions or other such sessions,

2. There shall be a professional development plan to cover tuition and fees for graduate courses (detailed in subsection a. below), other professional development activities (detailed in subsection b. below), and professional dues (c. below). The maximum expenditure by the Board for any employee in any July 1 through June 30 period for this plan shall be \$4,000. Under no circumstances, however, shall the Board be obligated to reimburse more than \$32,000 for the above costs and expenses in a single school year. The Board will reimburse all requests for professional association dues first and then reimburse for tuition and professional development on a pro rated basis given the amount remaining under the \$32,000 cap.
 - a. 1) tuition and registration fees for graduate courses taken by a Unit member provided that the courses taken by the Unit member are:
 - a) directly related to the assignment of the Unit member at the time the course is taken or,
 - b) a course which is approved by the duly accredited institution and is applicable to the Doctorate in education.
 - 2) In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given. Pursuant to N.J.S.A 18A:6-8.5, 8.6, all requested course work must be related to the Association member's current and/or future job responsibilities.
 - 3) In order to be eligible for reimbursement a Unit member must receive at least a "B" in an approved graduate course.
- b. The Superintendent may approve other professional activities of a worthwhile nature. Such approval must be in writing prior to the activity. Applications by Unit members shall indicate the activity, dates of the activity, location of the activity, the amount sought for said activity and the reasons which the Unit member believes such participation would be beneficial to the District.
- c. Upon presentation of proof of membership, a Unit member may request to be reimbursed for membership in any of local, state, or national professional organization, such as the NJASA, NJPSA, NASSP or NAESP, ASCD, and SCAA as indicated in paragraph two (2) above.

C. Unit members will not be assigned or responsible for calling substitutes.

- D. Whenever it becomes necessary because of an extended absence of a Unit member and another Unit member is directed by the Board of Education to assume the extra responsibilities of the absent Unit member, the other Unit member will receive a stipend of 5% of his/her yearly salary. The stipend will be paid only after the Unit member has served in the dual capacity for a period of thirty (30) consecutive school days.
- E. Unit members who may be required to use their own cars in the performance of their duties shall be reimbursed for all such travel in accordance with applicable State law and Administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.
- F. 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 there from as required by statute.
- G. Evaluations of Unit Member shall comply with all applicable State laws and Administrative Regulations.


ARTICLE 14
STATUTORY SEPARABILITY

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

ARTICLE 15
DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2025.
- B. This Agreement shall be copied and distributed. The cost shall be borne equally by both parties.

PENNSVILLE ADMINISTRATORS AND SUPERVISORS ASSOCIATION:


BY:  _____ Date: 11/30/2020

President

BY:  _____ Date: 11/30/2020

Secretary

PENNSVILLE BOARD OF EDUCATION:

BY:  _____ Date: 11/30/20

President

BY:  _____ Date: 11/30/20

Secretary

SCHEDULE A-1
SALARIES

Salaries for Unit members will be paid pursuant to the following respective salary guides:

SUPERVISORS
SALARY GUIDE
2020-2021 THROUGH 2024-2025

Step	2020-21	Step	2021-22	Step	2022-23	Step	2023-24	Step	2024-25
1	78,000	1	81,000	1	84,000	1	86,000	1	88,000
2	79,600	2	82,600	2	86,000	2	88,000	2	89,000
3	81,200	3	84,200	3	88,000	3	89,000	3	90,000
4	82,800	4	85,800	4	89,000	4	90,000	4	91,000
5	84,400	5	87,400	5	90,000	5	91,000	5	92,000
6	86,000	6	89,000	6	91,000	6	92,000	6	93,000
7	86,950	7	90,000	7	92,000	7	93,000	7	94,000
8	90,000	8	92,525	8	93,000	8	94,000	8	95,500
9	94,000	9	95,000	9	95,037	9	95,500	9	96,500
10	97,000	10	97,500	10	97,600	10	98,645	10	97,250
11	99,620	11	100,000	11	100,500	11	101,000	11	99,145
12	101,000	12	102,720	12	103,000	12	103,500	12	103,750
13	103,000	13	103,500	13	106,332	13	106,900	13	107,000
14	104,000	14	104,750	14	108,500	14	109,940	14	110,500
15	106,664	15	106,664	15	110,000	15	111,500	15	113,977
OG	106,664	OG	106,664	OG	106,664	OG	106,664	OG	106,664

VICE PRINCIPALS
SALARY GUIDE
2020-2021 THROUGH 2024-2025

Step	2020-21	Step	2021-22	Step	2022-23	Step	2023-24	Step	2024-25
1	87,000	1	89,000	1	91,000	1	93,000	1	95,000
2	89,000	2	91,000	2	93,000	2	94,500	2	96,000
3	90,000	3	92,000	3	94,000	3	95,500	3	97,000
4	91,000	4	93,000	4	95,000	4	96,500	4	98,000
5	92,450	5	94,500	5	96,500	5	97,000	5	99,000
6	93,500	6	96,016	6	98,000	6	99,500	6	101,000
7	95,500	7	97,000	7	99,628	7	102,000	7	103,000
8	97,000	8	98,000	8	100,000	8	103,240	8	104,000
9	99,570	9	100,000	9	101,000	9	104,000	9	107,285
10	102,600	10	102,670	10	103,000	10	105,000	10	107,800
11	105,000	11	105,800	11	106,282	11	107,000	11	108,000
12	107,550	12	108,000	12	109,000	12	109,890	12	110,500
13	110,000	13	110,650	13	111,000	13	112,000	13	113,927
14	113,000	14	113,500	14	114,262	14	116,000	14	118,000
15	116,000	15	116,500	15	117,000	15	117,870	15	121,908

ELEMENTARY AND MIDDLE SCHOOL PRINCIPALS
SALARY GUIDE
2020-2021 THROUGH 2024-2025

Step	2020-21	Step	2021-22	Step	2022-23	Step	2023-24	Step	2024-25
1	96,000	1	98,000	1	100,000	1	102,000	1	104,000
2	97,000	2	99,000	2	101,000	2	103,000	2	106,000
3	98,000	3	100,000	3	102,000	3	105,000	3	108,000
4	99,000	4	101,000	4	103,000	4	107,000	4	109,000
5	101,000	5	103,000	5	105,000	5	108,000	5	110,000
6	103,000	6	105,000	6	107,000	6	109,000	6	111,000
7	105,000	7	107,000	7	109,000	7	111,000	7	112,000
8	106,450	8	108,000	8	110,000	8	112,000	8	113,000
9	108,100	9	109,550	9	111,900	9	114,000	9	115,000
10	111,400	10	111,200	10	113,162	10	115,000	10	116,000
11	117,450	11	114,500	11	114,812	11	116,770	11	118,000
12	119,000	12	120,550	12	118,112	12	118,421	12	120,807
13	123,000	13	123,500	13	124,162	13	121,720	13	122,458
14	124,500	14	125,000	14	126,000	14	127,770	14	125,757
15	127,500	15	128,000	15	129,000	15	130,000	15	131,807

HIGH SCHOOL PRINCIPAL
SALARY GUIDE
2020-2021 THROUGH 2024-2025

Step	2020-21	Step	2021-22	Step	2022-23	Step	2023-24	Step	2024-25
1	106,000	1	107,000	1	108,000	1	109,000	1	115,000
2	108,000	2	109,000	2	111,000	2	112,600	2	113,500
3	109,000	3	110,500	3	112,500	3	113,000	3	115,000
4	111,000	4	113,000	4	115,000	4	117,000	4	117,450
5	113,000	5	115,000	5	116,000	5	117,500	5	119,000
6	115,000	6	116,000	6	118,000	6	119,500	6	121,500
7	117,000	7	119,000	7	120,000	7	121,500	7	122,500
8	118,000	8	120,000	8	122,000	8	123,000	8	124,000
9	119,000	9	121,000	9	123,000	9	125,000	9	125,500
10	121,600	10	122,000	10	123,500	10	125,500	10	126,000
11	124,000	11	124,700	11	125,000	11	126,000	11	128,000
12	127,000	12	127,500	12	128,312	12	129,000	12	130,000
13	128,100	13	128,200	13	131,000	13	131,920	13	132,000
14	131,500	14	131,600	14	131,900	14	133,000	14	135,957
15	135,100	15	135,200	15	135,300	15	135,400	15	137,000

SCHEDULE A-2
LONGEVITY

Unit members hired after July 1, 2020 shall no longer be eligible to earn or receive longevity payments.

It is agreed that the following Unit members only will continue to annually receive the non-cumulative longevity amounts for as long as they are member of the Association and employed by the Board as set forth below:

Unit Member	Non-cumulative Annual Longevity Amount
B. Fordham	\$1,760
C. Carels	\$1,485
M. McFarland	\$1,485
N. Gibau	\$1,210
J. Thomas	\$1,210
M. Zoppina	\$1,210

