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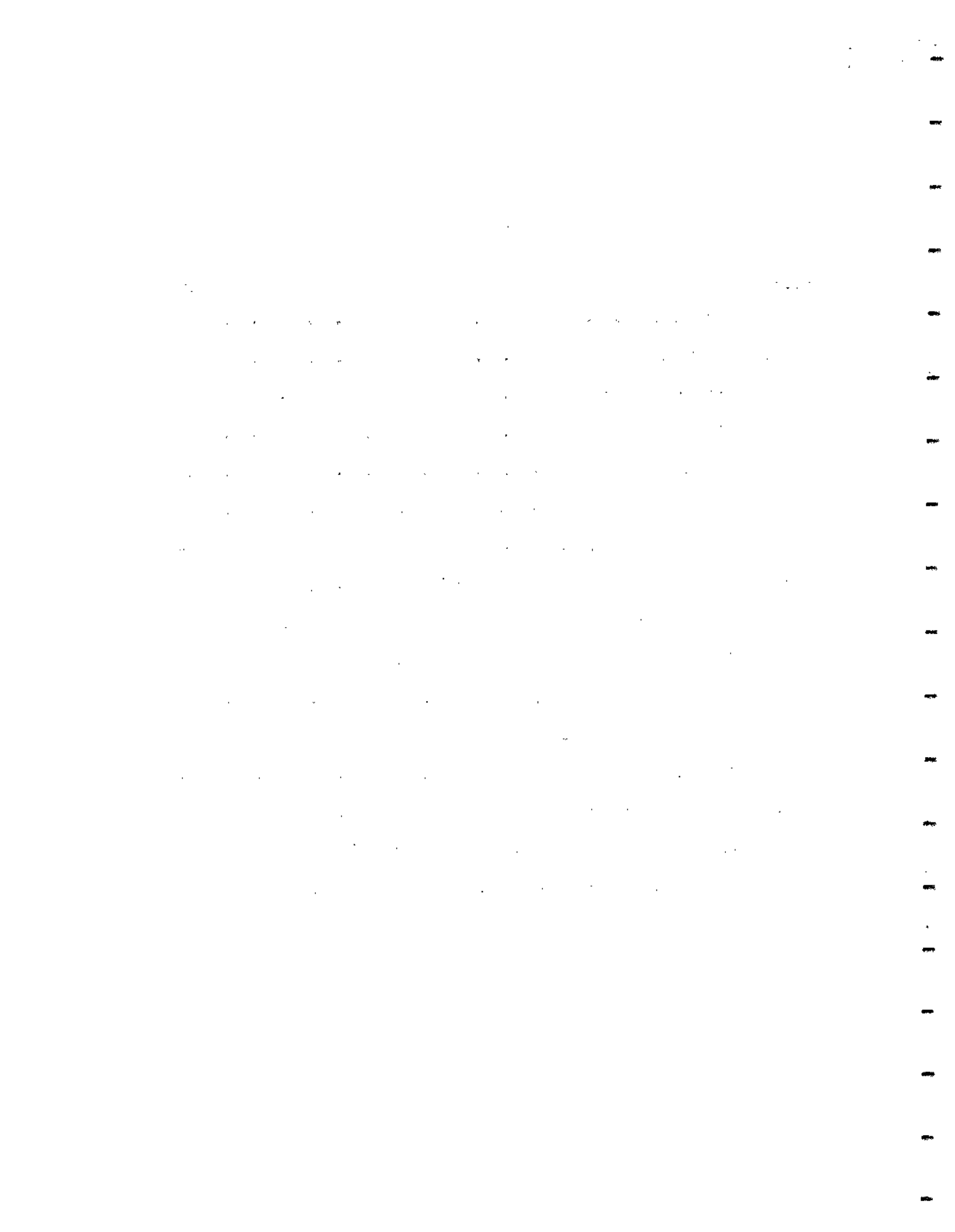
AGREEMENT
Between
DEPTFORD TOWNSHIP BOARD OF EDUCATION
And The
DEPTFORD ASSOCIATION OF SCHOOL ADMINLSTRATORS

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6/8/71

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
I	Recognition	1
II	Negotiation Procedure	2
III	Grievance Procedure	3-4
IV	Rights	5
V	Privileges	6
VI	Work Calendar - Week - Year - Length of Day	7
VII	Employment	8-9
VIII	Assignments Transfers and Reassignments	10
IX	Professional Membership and Dues	11
X	Sick Leave	12
XI	Personal Leave	13-14
XII	Maternity Leave	15
XIII	Sabbatical Leave	16-17
XIV	Insurance Protection	18
XV	Professional Development and Educational Improvement	19
XVI	Miscellaneous Provisions	20
XVII	Agreement	21



ARTICLE I

RECOGNITION

1 A. The Deptford Township Board of Education, Deptford
2 Township, Gloucester County hereafter known as the Board hereby
3 recognizes the Deptford Association of School Administrators
4 hereafter known as the Association as the exclusive representative
5 for collective negotiation concerning the terms and conditions
6 of employment for all fully certified personnel under contract
7 and employed by the Board and so assigned as an employee with
8 administrative and supervisory responsibilities which shall
9 include:
10 Senior High School Principal
11 Junior High School Principal
12 Elementary Principal
13 Senior High School Vice-Principal
14 Junior High School Vice-Principal
15 Director of Vocational Education
16 Director of Student Personnel Services
17 Director of Secondary Education
18 Director of Elementary Education
19 Director of Special Services
20 B. The Association hereby recognizes the Board as the
21 legal authority elected as representatives of the people and
22 further recognizes the responsibilities of the Board and the
23 Superintendent for the conduct and operation of the school
24 district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

1 A. The parties agree to enter into collective negotiations
2 over a successor Agreement, and they agree that this Agreement shall
3 remain in force until such time as a new Agreement is reached in
4 accordance with Chapter 303 Public Laws of 1968. Such negotiations
5 shall begin not later than the third Thursday of October of the
6 calendar year preceding the calendar year in which this Agreement
7 expires.

8 B. The Board agrees to furnish the Association upon reasonable
9 request, such information as will assist the Association in developing
10 intelligent, feasible and constructive proposals in behalf of the
11 employees, students, and the school system. This information may
12 include a complete and accurate financial report and tentative budget
13 for the next school year.

14 C. The Association agrees to furnish the Board and Superintendent
15 upon reasonable request, research information and data, gathered by
16 the Association, that will assist the Board and the Superintendent in
17 the development of sound educational programs.

18 D. During the term of this Agreement neither party shall be
19 required to negotiate with respect to any matter whether or not
20 covered by this Agreement and whether or not within the knowledge
21 contemplation of either or both of the parties at the time they
22 negotiated or executed this Agreement.

23 E. This Agreement shall not be modified in whole or in part
24 by the parties. Board policy shall prevail on all matters not
25 covered by the Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

1 A. A grievance based on an alleged violation of this Agreement,
2 or a dispute involving the meaning, interpretation or application shall
3 be processed within the specified time limits. The time limits
4 specified may be extended by mutual agreement.

5 B. The Process

6 Level one: An employee shall first discuss this grievance
7 with the next higher echelon of authority directly, with the objective
8 of resolving the matter informally.

9 Level two: If the aggrieved person is not satisfied with
10 the disposition of his grievance at level one or if no decision has
11 been rendered within five (5) school days after presentation of the
12 grievance, he may file the grievance in writing with the authority at
13 level one and the Superintendent of Schools.

14 Level three: Within ten (10) days of receipt of such
15 written grievance, the Superintendent or his designee shall meet
16 with the aggrieved employee in an effort to settle the grievance.

17 Level four: In the event that the grievance shall not
18 have been disposed of at level three or in the event that the
19 grievance shall not have been disposed of within ten (10) school
20 days after the level three meeting, the grievance shall be referred
21 in writing to the Board of Education. Within fifteen (15) school
22 days the Board shall meet with the Association negotiation committee
23 in an effort to settle the grievance.

24 Level five: In the event that the grievance shall not
25 have been satisfactorily disposed of at level four or in the event
26 that no decision has been rendered within twenty (20) school days
27 after the level four meeting, the aggrieved may within ten (10)
28 school days refer the unsettled grievance to an advisory board.

29 C. Advisory Board

30 The advisory board shall be appointed within thirty (30)
31 days following the request of either party to the other. It shall
32 consist of one member named by the Board and one member named by the
33 Association. A third member, who shall be chairman, shall be
34 named by the first two named advisors.

ARTICLE III - continued

1 The advisory board shall have authority to confer separately or
2 jointly with the Board, the Superintendent, and the Association, or
3 to use any other source of information.

4 The advisory board shall make recommendations for resolution
5 within thirty (30) days. The recommendation shall be submitted to
6 both parties, the Board and the Association.

7 The advisory board recommendation after twenty (20) days
8 may be made public by either party, the Board or the Association.

9 D. Costs

10 The cost and expenses incurred in securing and utilizing
11 the services of a consultant are the responsibility of the party
12 engaging this service. In the event an advisory board is used,
13 the Board will bear the expense of its appointee and both parties
14 will share equally the cost of the third member.

15 E. Representation

16 1. The aggrieved may be represented at all stages of the
17 grievance procedure by himself or at his option by a representative.
18 When the aggrieved is not represented by the Association, the
19 Association shall have the right to be present as observer.

20 2. The Superintendent may assign for his services a
21 consultant and counsel to be present at all stages of the proceedings.

22 F. Record Keeping

23 1. Documents, communications and records dealing with
24 the processing of a grievance shall be filed in a separate
25 grievance file and shall not be kept in the personnel file of any
26 of the participants.

27 G. All meetings and hearings under this procedure shall not
28 be conducted in public and shall include only such parties in
29 interest and their representatives and counsel.

ARTICLE IV

RIGHTS

- 1 A. Nothing contained herein shall be construed to deny
2 or restrict to any employee such rights as he may have under
3 New Jersey School Law.
- 4 B. No employee shall be disciplined without just cause.
- 5 C. Nothing contained herein shall be construed to deny the
6 Board or Superintendent their rights at any time to call a meeting of
7 the supporting staff to present its position in any matter that in its
8 judgment may affect the educational program.
- 9 D. The Board reserves to itself sole jurisdiction and
10 authority over matters of policy and retains the right, subject
11 the limitations imposed by the language of this agreement, in accordance
12 with applicable laws and regulations (a) to direct employees of the
13 school district, (b) to hire, promote, transfer, assign, and retain
14 employees in positions in the school district, and for just cause to
15 suspend, to demote, discharge, or take other disciplinary action
16 against employees, (c) to relieve employees from duty because of lack
17 of work or for other legitimate reasons, (d) to maintain the efficiency
18 of the school district operations entrusted to them, (e) to determine
19 the methods, means and personnel by which such operations are to be
20 conducted and (f) to take whatever actions may be necessary to carry
21 out the mission of the school district in situations of emergency.
- 22 E. The Administration has the right to recommend through proper
23 channel to the Board of Education such statements of policy related
24 to their operations as they shall deem necessary or desirable.
- 25 F. The members of DASA shall not be compelled to sit on any
26 negotiation teams opposing the supporting or professional staffs.

ARTICLE V

PRIVILEGES

1 A. The Association or its named representative shall be
2 privileged to transact official association business on property
3 at reasonable times, provided that this shall not interfere with
4 or interrupt any individual assignment or the normal operations of
5 the school.

6 B. The Association or its named representatives shall be
7 privileged to process school-building-use applications for unit
8 activities.

ARTICLE VI

WORK CALENDAR - WEEK - YEAR - LENGTH OF DAY

- 1 A. The work calendar shall be as set forth by the Board of
2 Education.
- 3 B. Work Week - The work week shall consist of five full
4 working days, Monday through Friday inclusive, except where legal
5 holidays and vacation periods are included in the work calendar.
- 6 C. Work Year - The work year shall be:
7 ten-month contract - September 1 to June 30 - 204 days
8 eleven-month contract - August 1 to June 30 - 225 days
9 twelve-month contract - July 1 to June 30 - 247 days
10 exclusive of legal holidays and any other days designated by the
11 Board of Education prescribed work calendar.
- 12 D. Work Day - The work day shall be as designated by the
13 Board of Education policy.

ARTICLE VII

EMPLOYMENT

1 A. The best qualified shall be given full consideration.
2 Certification requirements shall be made known to all applicants
3 for professional positions. The Board shall act upon the recommendation
4 of the Superintendent.

5 1. Agreement as to Initial Salary - Whenever a person
6 shall hereafter accept office, position or employment as a member
7 of the Deptford Township Public School District, his initial place
8 on the salary schedule shall be at such point as may be agreed
9 upon by the employee and the Deptford Township Board of Education.

10 2. Academic Year - Shall mean the period between the
11 opening day of school in Deptford Township after the general
12 summer vacation, or ten days thereafter, and the next succeeding
13 summer vacation.

14 3. Year of Employment - Shall mean employment as a
15 fully certified employee for one academic year in any publicly
16 owned and operated college, school or other institution of learning
17 for one academic year in this or any other state or territory of
18 the United States.

19 4. Credit for Military Service - Every member who,
20 after July 1, 1949, has served or hereafter shall serve, in the
21 active military or naval service, in the women's army corp, the
22 women's reserve of the naval reserve, or any similar organization
23 authorized by the United States to serve with the army or navy,
24 in times of war or an emergency, or for or during any period of
25 training, or pursuant to or in connection with the operation of
26 any system of selective service, shall be entitled to receive
27 equivalent years of employment credit for such service as if he
28 had been employed for the same period of time in some publicly
29 owned and operated college, school or institution of learning in
30 this or any other state or territory of the United States, except
31 that the period of such service shall not be credited toward more
32 than three (3) employment or adjustment increments.

33 5. Definitions: The term subordinate shall include all
34 members of professional staff assigned for ratio determination.

ARTICLE VII—Continued

DEPTFORD ASSOCIATION OF SCHOOL ADMINISTRATORS

RATIO GUIDE BASE

Position	Service as Determined by the Board of Education	Time factor .1 for Each Month Beyond Ten	Assignment Factor	Certification	Subordinate Assigned Factor Per Subordinate Assigned	Administrative Experience Beyond 12 Yrs. in Education	Steps on Teacher Guide in Effect
High School Principal	12 Mo.	.20	.155	.025	.001	.02	Teacher Trained X Level
Junior High School Principal	12 Mo.	.20	.105	.025	.001	.02	Teacher Trained X Level
Elementary Principal	12 Mo.	.10	.055	.025	.001	.02	Teacher Trained X Level
High School Vice-Principal	12 Mo.	.20	.035	.025	.0005	.02	Teacher Trained X Level
Junior High School Vice-Principal	12 Mo.	.20	.025	.025	.0005	.02	Teacher Trained X Level
Director Vocational Education	12 Mo.	.20	.045	.025	.0005	.02	Teacher Trained X Level
Director Student Personnel	12 Mo.	.20	.035	.025	.0005	.02	Teacher Trained X Level
CENTRAL STAFF							
Director Secondary Instruction	12 Mo.	.10	.035	.025	.0005	.02	Teacher Trained X Level
Director Elementary Instruction	12 Mo.	.20	.035	.025	.0005	.02	Teacher Trained X Level
Director Special Services	12 Mo.	.20	.045	.025	.0005	.02	Teacher Trained X Level

ARTICLE VIII

ASSIGNMENTS TRANSFERS AND REASSIGNMENTS

- 1 A. Transfer of professional personnel shall take place at
2 the request of employee or by the chief administrator when it is
3 in the best interest of the children and the school system.
- 4 B. Transfer shall be restricted normally to the opening
5 date of school or it may be made at other times when deemed necessary
6 by the Superintendent.
- 7 Seniority may be a factor in evaluating the transfer of
8 an employee.
- 9 Requests for transfer may be renewed annually.
- 10 Tentative assignments shall be announced with the
11 issuance of salary statements and/or contracts.

ARTICLE IX

PROFESSIONAL MEMBERSHIP AND DUES

1 A. There are professional organizations which are recognized
2 on a national, state, or county level for their ability to increase
3 the effectiveness of professionals who subscribe to membership in
4 them. The Board of Education will reimburse administrators for
5 money spent for professional dues in joining these organizations
6 which are related to the individual's district assignment to the
7 extent of fifty per cent (50%) of the cost to the individual.

ARTICLE X

SICK LEAVE

- 1 A. Definition of Sick Leave - Sick leave is hereby defined
2 to mean the absence from duty of any person because of physical
3 disability, illness or injury, or quarantine or exclusion from
4 work by medical authorities.
- 5 B. Sick Leave Allowable - All persons who are steadily
6 employed full time by the Board of Education shall be allowed sick
7 leave with full pay as follows:
8 10 month term - 10 days
9 11 month term - 11 days
10 12 month term - 12 days
- 11 C. Accumulated Sick Leave - Allowable sick leave not utilized
12 in any year shall be cumulative to be used for additional sick leave
13 in subsequent years.
- 14 D. Physicians's Certificate Required for Sick Leave - A
15 physician's certificate may be requested by the Superintendent when
16 sick leave is claimed after five consecutive working days absence.
- 17 E. Workmen's Compensation - Workmen's compensation awards
18 shall be deducted from the regular salary of the employee for the
19 days absence covered by the Workmen's Compensation Act. The time
20 lost from employment under the Workmen's Compensation Act shall
21 not be deducted from days permitted for regular sick leave allowance.

ARTICLE XI
PERSONAL LEAVE

1 A. The Board of Education upon recommendation of the
2 Superintendent of Schools shall grant a total of seven (7) days
3 leave per school year (not to be accumulated) to any regularly
4 employed person for the following emergencies or conditions.

5 1. Death in immediate family (immediate family - mother,
6 father, mother-in-law, father-in-law, children, husband, wife,
7 brother, sister, or any relative who has lived within the same
8 household for a period of over two years. Other emergency situations
9 may be judged on their own merits by a committee set up annually
10 by the Superintendent of Schools).

11 2. Emergency in immediate family.

12 3. Religious holidays - written request must be submitted
13 ten days in advance of days requested.

14 4. Marriage - such request shall be submitted in writing
15 one month in advance of days requested.

16 5. Up to total of three (3) days at the end of a school
17 year to attend summer institute classes or to travel to the place
18 where such classes are to be held.

19 6. Personal Business - One day per year. Such request
20 shall be submitted in writing, forty-eight hours in advance of the
21 day requested.

22 7. Visitation Leave - One day per year may be granted
23 by the Superintendent of Schools to any personnel, for school
24 visitation and observation in other school system. In each case a
25 written report shall be submitted to the principal who will forward
26 it to the Superintendent. Arrangements for such visitation shall
27 be made by the building principal, with the approval of the
28 Superintendent.

29 B. In the event all sick leave days have been used, five days
30 herein specified as other than sick leave may be used as sick leave
31 days (not to be accumulative).

32 C. Earned Vacation - One and one-half (1½) days per month
33 worked shall be earned.

34 Guidelines shall be as follows:

35 1. Vacations will be granted only at times of the year
36 when they will not interfere with the normal operation of the school.

ARTICLE XI - continued

1 2. Vacations must receive approval of the employee's
2 immediate supervisor at least four weeks in advance of beginning date
3 of leave. (Special consideration may be given to emergencies, i.e.
4 illness, etc.)

5 3. A Maximum of thirty (30) days vacation earned may be
6 taken in any one year from July 1 to June 30.

7 4. A total of thirty (30) days vacation may be accumulated
8 to be applied to any one year's vacation allowance except that the
9 Superintendent may deny any request which asks for more than ten(10)
10 consecutive work days during the months of July and August and five
11 (5) consecutive work days during the months of September through June.
12 Any action taken in response to a request for vacation days which
13 makes it impossible for an administrator to take up to thirty (30) days
14 his accumulated days prior to June 30 of the school year in which the
15 days are requested will result in the administrator receiving
16 financial compensation for the days denied. The compensation will be
17 based on the administrators salary prorated to a daily basis.

18 5. Accumulated vacation days shall be approved by the
19 Superintendent of Schools.

20 6. Requests for Vacation:
21 Requests for vacations must be made in duplicate on the appropriate
22 request form. One signed copy will be returned to the employee as
23 soon as a decision can be made.

24 7. All vacations are subject to the final approval of
25 the Superintendent of Schools.

ARTICLE XII

MATERNITY LEAVE

- 1 A. Maternity leave without pay shall be granted to all
2 employees under tenure for six months or as much longer as the
3 Board of Education shall determine. Request for maternity
4 leave, without pay, shall be made by an employee between the
5 third and fifth months of pregnancy, and leave shall be granted
6 no later than the beginning of the sixth month. An employee may
7 file a request to return to work six weeks after the birth of a
8 child upon the presentation of a medical certificate stating
9 she is capable of performing her duties. If an employee decides
10 not to return, she should notify the Superintendent by giving
11 notice or resignation at least ninety days before the leave
12 expires. An employee shall be credited for salary increment
13 purposes as follows:
14 3 - 6 months of employment, 1/2 year credit
15 7 - 10 months of employment, 1 year credit
16 B. The employee shall be reassigned to the position held
17 the time the leave was granted, if possible.

ARTICLE XIII
SABBATICAL LEAVE

1 Upon recommendation of the Superintendent of Schools,
2 sabbatical leave may be granted to any certificated member of the
3 staff by the Board of Education subject to the following conditions:

4 A. Request for sabbatical leave must be received by the
5 Superintendent of Schools in writing, in such form as may be required
6 by him. Such request must be in the Superintendent's hands no later
7 than October 31st of the fiscal year preceding the school year for
8 which the sabbatical leave is requested.

9 B. Notification of applicant selected shall be given to
10 applicants by March 15th of the fiscal year of the fiscal year
11 preceding the school year in which the sabbatical leave is
12 requested.

13 C. The applicant must have completed at least eight consecutive
14 full school years of service in the Deptford Township Public Schools.

15 C. Payment for sabbatical leave is granted on the following
16 basis:

17 1. The full annual contracted salary (2 semester of
18 schooling) will be granted for a full year's leave for study.

19 2. One-half (1/2) the annual contracted salary will be
20 granted for one semester (1/2 year) of study.

21 3. One-fourth (1/4) the annual contracted salary
22 will be granted for one full year's leave for travel.

23 E. The benefactor will agree to return to the Deptford
24 Township Public Schools for four full years of employment on
25 appropriate salary scale following the leave.

26 If the benefactor of the sabbatical leave does not ful-
27 fill his return agreement to Deptford Township Public Schools, he
28 will be obligated to reimburse the Board of Education for the
29 salary received during the sabbatical leave although service credit
30 will be granted according to the following plan.

<u>Leaving Before</u>	<u>% of salary to be reimbursed to the Board of Education</u>
32 2 years service	100% of annual salary
33 3 years service	40% of annual salary
34 4 years service	20% of annual salary

ARTICLE XIII - Continued

- 1 F. To the extent feasible, with due regard for the interests
- 2 of school program, teachers returning to work after a sabbatical
- 3 leave shall be offered the same or a similar position.
- 4 G. A sabbatical year will be considered as a year of
- 5 teaching experience in determining the individual's salary.
- 6 H. The Board of Education will grant a maximum of one
- 7 sabbatical leave per year subject to these conditions.

ARTICLE XIV

INSURANCE PROTECTION

1 A. The Board of Education shall adopt a health insurance
2 plan equivalent to the plan of Blue Cross, Blue shield, Rider J,
3 and Major Medical.

4 Enrollment shall be optional.

5 Employees shall be reimbursed the premium cost, for any
6 combination of the above, to insure only the employee for a single
7 coverage according to the following plan.

8 Per cent of Reimbursement

9 100% - Employees enrolled in the approved Board plan
10 prior to December 31, 1970

11 50% - Employees enrolled in the approved Board plan
12 after December 31, 1970

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 1 A. The Board agrees to pay one hundred dollars (\$100)
- 2 maximum per year toward tuition and other expenses incurred
- 3 in connection with course work taken at a recognized college or
- 4 university with prior approval by the Superintendent of Schools.
- 5 B. Verification of credits earned shall be submitted with
- 6 the voucher for payment.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- 1 A. The Board will be informed only through the Superintendent
2 in any matter requiring its decision. Any employee or employee
3 group should communicate through the proper channels of authority.
4 When the matter requires Board action it shall be directed through
5 proper channels to the Board of Education.
- 6 B. It is agreed by both parties that the negotiations will
7 be conducted without the use of pressure tactics. The parties
8 also agree, during the period of negotiations that the only
9 publicity accorded the negotiations by the parties will consist
10 of a joint press release or, in the event the parties are unable
11 to agree upon wording, a joint press release stating that "no
12 progress has been made."
- 13 C. It is understood by all parties that under the ruling
14 of the Courts of New Jersey and the State Commissioner of Education,
15 the Board of Education is forbidden to waive any rights or powers
16 granted it by law.
- 17 D. The parties agree to follow the procedures outlined in
18 the Agreement, and to use no other channels to resolve any question
19 or proposal until the procedures within this Agreement are fully
20 exhausted.
- 21 E. Terms of contracts of non-tenure personnel are negotiable
22 only between the individual and the Board.
- 23 F. There shall be no discrimination in practices and pro-
24 cedures of the school system policies in hiring, training,
25 assignments, promotions, transfer or discipline of employees on
26 the basis of race, creed, color, religion, national origin, sex,
27 domicile, marital status, or association activities.
- 28 G. Whenever any notice is required to be given by either
29 party of the Agreement to the other, pursuant to the provisions
30 of this Agreement, either party shall do so in writing with
31 signed receipt of delivery, at the following addresses:
- 32 1. If by the Association to the Board -
33 1555 Good Intent Road
34 Deptford, New Jersey
- 35 2. If by the Board to the Association - The school
36 building where the President of the Association is assigned.

ARTICLE XVII

AGREEMENT

1 It is agreed between the Board of Education of
2 Deptford Township in the County of Gloucester party of the
3 first part and the Deptford Association of School Administrators
4 party of the second part, that the content of this Agreement
5 shall be effective as of July 1st 1971 and shall continue in
6 effect until June 30, 1972.

7 Resolution of Adoption by the Board of Education:

8 Motion by Mr. Daly seconded by Mrs. Murphy that the proposal for
9 the Deptford Township School Administrators Association be approved.

10 Motion carried.

11 Dated June 15, 1971

12 Deptford Township Board President Richard [Signature]

13 Deptford Association of School Administrators President

14 John E. [Signature]

15 Attested John W. [Signature]

Board of Education Secretary

16 Harry S. [Signature]

Association Secretary

17 Dated July 3, 1971

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