

2265

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"Duration"

Put in 7/1/93

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**Agreement**

**Delran Board of Education**

and

**Delran School Administrative Association**

**1993 - 1994**

**1994 - 1995**

**1995 - 1996**

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## **ARTICLE I**

### **Unit Recognition and Definitions**

#### **A. Unit Membership**

In accordance with N.J.S.A. 34:13A-1, the Board hereby recognizes the Delran Schools Administrative Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions for employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including only: Principals, Assistant Principals, and Director of Guidance.

#### **B. Definition**

Unless otherwise indicated, the term "administrator", when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II**

### **Negotiations**

#### **A. Deadline Dates**

The parties agree to enter into collective negotiations over an agreement in accordance with N.J.S.A. 34:13A-1 in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than December 15 of the calendar year in which this agreement expires.

#### **B. Negotiating Team Authority**

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 and consider proposals and make counterproposals in the course of negotiations.

C. Maintaining Current Benefits

All terms and conditions of employment, verbal or written, prior to this agreement shall be in effect unless or until modified by the terms of present said agreement. If for any reason, there is a lapse of continuity of one contract to the next, all current working conditions will remain in effect.

### **ARTICLE III**

#### **Grievance Procedure**

A. Definitions:

1. **Grievance:** A "grievance" is a written claim by an administrator or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting an administrator or group of administrators.
2. **Aggrieved Person:** An "aggrieved person" is the person or persons or the Association making the claim.
3. **Party In Interest:** A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action, or against whom action may be taken, in order to resolve the claim.

B. Purpose:

The purpose of the procedure is to secure, at the LOWEST possible level, equitable solutions to those problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. **Time Limits:** The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.

### **Level I - Superintendent**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing to the Association within five (5) workdays after the decision at Level I, or ten (10) workdays after the grievance was presented, whichever is sooner. Within five (5) workdays after receiving the written grievance, the Association shall refer it to the Board of Education.

### **Level II - Board of Education**

If the aggrieved person is not satisfied with the decision of the Superintendent, he may within five (5) workdays of receipt of the Superintendent's decision ask the Association to submit said grievance to the Board of Education or Committee of the Board for consideration. The Board will meet in special session for that purpose within five (5) workdays and submit its decision to the Association. If said decision is not acceptable, the Association may proceed to Level III, Arbitration.

### **Level III - Arbitration**

- a. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association 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 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 shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall

issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs were submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which would require 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 final and binding on the parties. Within twenty (20) workdays, the Association shall decide whether to file for arbitration. If the Association fails to file for arbitration within that time period, the grievance shall be deemed abandoned.

- c. The costs for the services of the arbitrator, including per diem expenses if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

D. Rights of Administrators to Representation

1. **Administrators and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to present and state its views at all stages of the grievance procedure.

2. **Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the Superintendent's staff against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. **Group Grievance**

If in the judgment of the Association, a grievance affects a group or class of Administration, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. **Written Decisions**

All decisions of the grievance procedure shall be in writing. Decisions rendered at Level I which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels II and III of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C.

3. **Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

4. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representative(s) heretofore referred to in this article.

## **ARTICLE IV**

### **Administrative Rights**

A. **Rights and Protection in Representation**

Pursuant to N.J.S.A. 34:13A-1, the Board hereby agrees that every employee of the Board eligible in the negotiations unit as defined in Article II of this agreement shall have the right to freely organize, join, and support an employee organization.

B. **Statutory Savings Clause**

Nothing contained herein shall be constructed to deny or restrict to any administrator such rights as he/she may have under New Jersey School Law or other applicable laws and regulations.

C. **Required Meetings or Hearings**

Whenever any administrator is required to appear before the Board or Superintendent or any committee concerning any action that could result in termination of employment of that administrator, he/she shall be given prior written notice of the reasons for such meeting or interview and may have a representative of the Association and/or attorney present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

D. **Criticism of Administrators**

Any criticism by an administrator, superior, or Board member of any administrator, superior, or Board member shall be made in confidence and not in the presence of teachers, parents, students, media, or public gatherings.



## ARTICLE V

### **Administrative Load**

- A. The Board of Education recognizes that the administrator is an integral, motivating factor in the educational program and that in order to be effective, must have adequate assistance.
  
- B. When a particular school's student population reaches a level which prevents the principal from discharging his/her duties in a manner consistent with the best interests of the school at large, these concerns should be forwarded to the Superintendent with a request for additional personnel needed to carry on the program. It is also to be noted that there may be other basis for justification in requesting additional help such as poor health, teacher dissention, building programs, and various forms of instructional programs. The pursuit of academic excellence through special programs of instruction must be considered as one of the foremost reasons for requested additional assistance.
  
- C. Administrative positions shall have their length of employment determined by the Board. When an employee's position is reduced from 12 months to 10 months, the following will apply: (1) The 12 month salary will remain frozen until raises to prorated ten month salary (calculated as 10/12 of the 12 month salary) equals the frozen salary. At that time, raises (prorated) will be reinstated as of the next pay period. (2) Year One of the reduction, employee will work twenty (20) days at no additional cost to the Board of Education during July and August as mutually agreed by the employee and supervisor. (3) Year Two of the reduction, employee will work ten (10) days at no additional cost to the Board of Education during July and August as mutually agreed by the employee and supervisor. (4) Ten month employees will receive five (5) vacation days annually. (5) Previously earned vacation will be paid per diem and/or can be used during Year One of the reduction as determined by the Board of Education. (6) Work year for ten month employees is September 1 through June 30 unless otherwise mutually agreed to by the Delran School Administrative Association and the Delran Township Board of Education. (7) Ten month employees will receive the same school holidays as members of the DEA. (8) Through mutual agreement, ten month employees may be offered additional days employment during the months of July and August at

the per diem rate of 1/200 of their annual salary. (9) The "Length of the Work Year" provisions do not apply to employees hired after June 30, 1994.

1. All 12 month administrators shall receive fifteen (15) days annual vacation after one (1) year of service and every year thereafter. Administrators who work 10 months, shall receive five (5) days annual vacation after one year of service, and those who work 11 months shall receive ten (10) days vacation. Effective July 1, 1994, employees will have vacation benefits reduced from 20 days annually to 15 days annually for a one time buyout of each employee's per diem rate (1/240 of annual salary) as of July 1, 1994 times five (5) added to the base salary. As of July 1, 1994, employees will have a maximum of fifteen (15) vacation days.
2. Except for the days following closing in June, administrators shall be granted the established holidays and vacation periods as per the school year.
3. Board Policy 3.9, **Vacation Policy for New Employees**, shall be in effect for 12 month administrators hired in July. Twelve month administrators hired after July shall accumulate vacation days at the rate of two (2) days per month until they qualify for the full fifteen (15) days. Vacation days accumulated in this manner shall be taken during the administrator's second year.
4. Administrative personnel shall make every effort to take all vacation days during the current contract year; however, five (5) days may be carried to the next year provided the administrator receives approval from the Superintendent by April 1.
5. At retirement, an administrator shall be compensated for unused vacation days at the rate of .05 x monthly gross pay for each unused day. Should an administrator retire other than at the end of the contract year, he/she will receive two (2) days vacation for each full month of service with a total of days not to exceed fifteen (15) days.

6. At retirement or death, an administrator or his/her estate shall be compensated for unused sick leave a rate of forty dollars (\$40.00) per day for a maximum of 200 days.
  7. Personal/Vacation days will not be granted on a day prior to or immediately following a holiday or recess, nor during the first and last week of school. The aforementioned will not apply in the event of an emergency, religious observance, or other cause as determined by the Superintendent of Schools.
- D. Adequate secretarial assistance shall be provided for all administrators. In the absence of the secretary, a substitute may be employed with the approval of the Superintendent.
- E. A member who dies before his/her contract period is completed shall have payment for his/her vacation days given to his/her estate.

## ARTICLE VI

### **Evaluation**

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the expectancies of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance. His or her signature on the performance evaluation will only signify knowledge and receipt, and not concurrence.
- B. The Superintendent shall establish supervisory procedures that will guarantee a minimum of two (2) written evaluations per year for each nontenured administrator and one (1) written evaluation for each tenured administrator. Each nontenured assistant principal shall be given two (2) written evaluations by his/her principal and each tenured assistant principal. All administrator's evaluations must be reviewed with the employee. All assistant principal's evaluations must be approved by the Superintendent prior to review with the employee.

C. Evaluation Procedures

1. **Copies of Reports**

No written evaluations may become part of an administrator's personnel file without the administrator's signature. Each administrator shall receive a copy of every written evaluation.

2. **Right of Administrator to Respond**

A conference shall be arranged between the evaluator and the administrator within five (5) working days of the written evaluation. At such time, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

3. **Notice of Contract Renewal**

Each administrator shall receive written notice prior to April 30 of each year.

D. Evaluation Instrument

Any evaluation instrument and procedure will be developed with the cooperation of the Association.

E. Complaints Regarding an Administrator

Any complaint regarding an Administrator should be resolved at as low a level and as informally as possible. The immediate superior should ameliorate this problem. Failing in this, the complaint will be passed on to the next person in charge. If after failing to gain satisfaction, the complainant still desires to register a formal complaint with the Board, it must be made in writing. The Administrator shall be given an opportunity to respond to and to rebut such complaints and shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such complaint(s).

## ARTICLE VII

### **Leaves of Absence and Conferences**

#### **A. Sick Leave**

1. All full time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Administrators entering the district shall receive up to twenty (20) days credit for unused sick leave from the previous district.
  
2. Where in a prolonged illness, an administrator shall have exhausted his/her accumulated days of sick leave, he/she would be eligible to draw up to 30 additional sick days at a per diem rate of his/her salary with the Superintendent's approval. Days borrowed under this clause must be paid back to the district at a rate not to exceed ten (10) days per year. In case of termination of employment, the payback schedule may be accelerated.

#### **B. Temporary Leaves of Absence**

All full time administrators shall be entitled to the following leaves of absence with pay during each year:

1. **Death in the Family**  
In the event of a death in the immediate family, an allowance up to five (5) working days leave shall be granted in each case. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, or any member of the administrator's household.
  
2. **Personal**  
Absence of three (3) days per year may be granted to an administrator without reduction in pay for personal business which cannot be performed other than during employment hours as per Article V, C-7.

3. **Legal**

In case of required appearance in a court of law on school business, the administrator shall be granted time off without reduction in pay for such appearance.

4. **Professional Conferences**

Each administrator shall be entitled to attend national or state professional conferences or meetings with Board approval. Expenses incurred by members as a result of their attendance and participation in these meetings or conferences shall be paid for by the school district.

**ARTICLE VIII**

**Administrative Vacancies**

A. **Notice**

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association fifteen (15) work days prior to the day applications must be submitted for the vacant position. The notice shall set forth the position, its qualifications, its duties, and the rate of compensation.

**ARTICLE IX**

**Professional Improvement**

A. **Professional Dues**

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for administrators who join the state and national professional organizations appropriate to their position as follows:

1. Elementary Principals and Assistant Principals: NAESP and NJPSA.
2. Middle School Principal and Assistant Principal: Either NAESP or NASSP and NJSPA.
3. High School Principal and Assistant Principal: NASSP and NJSPA.
4. Guidance Director: National Counselors Association and NJSPA.

**B. Reimbursement of Tuition, Fees, and Books**

The Board agrees to make available a sum not to exceed \$600.00 per administrator per semester to be paid as reimbursement for the cost of tuition, fees, and books, not exceed \$1,200.00 per administrator per year.

1. To qualify, an administrator must receive approval by the Superintendent no later than ten (10) days after registration.
2. Acceptable proof of achievement of a passing grade upon completion of said course, and receipts of tuition, fees, and books must be presented for reimbursement.
3. **Course work approved:**
  - a. In September, reimbursed upon completion.
  - b. In February, reimbursed upon completion pending paperwork is completed prior to June 20th. Should it not be completed, the reimbursement will be paid in July, thereby negating the next semester's reimbursement.
  - c. In May for summer, reimbursed upon completion.

**C. Leave of Absence**

1. One administrator per year may be granted a leave of absence under the following conditions:
  - a. Applicants must have held an administrative position in the Delran School District for four (4) consecutive years.
  - b. Administrators on a Board approved leave of absence will continue to receive all emoluments excluding their basic salary.
  - c. Salary will not be reduced during the time of leave.
  - d. Salary after returning will be equal to the level the administrator would have received had he/she continued in his/her position.
  - e. Application must be submitted to the Superintendent on or before December 15 of the year in which the request is initiated and applicant must be notified by April 15 of the Superintendent's decision.

**ARTICLE X**

**Insurance Protection**

- A. The Board of Education will provide at no cost to each administrator, the same insurance protection as provided for all teaching staff as of July 1, 1993. Any increased coverage provided for the teaching staff shall also be provided for the administrators. At no time during the length of this contract shall coverage fall below that provided during 1993-1994.
- B. If a change in carrier of the health plan is considered, the plan must be reviewed and approved by both the Board of Education and the Delran Schools Administrative Association.



- C. The Board shall provide proper liability coverage for each administrator including the services of a lawyer as required.

## **ARTICLE XI**

### **Personnel Matters**

- A. **Selection of Personnel**

- 1. **Professional and Nonprofessional**

- All applications will be housed in the Superintendent's office and screened therein. These applications will be forwarded to the building administrator who shall recommend the appointment of all professional, paraprofessional, and office personnel in his/her building.

- B. **Participation in Administrative Policy Making**

- The Association will be consulted and given an opportunity to participate in the development of administrative policies and procedures.

- C. **Use of Automobile**

- All members of the Association shall be reimbursed at the same rate as provided for teaching staff when they may be required to use their automobiles in the performance of their duties.

- D. **Reduction in Administrative Position**

- In the event of the reduction in an administrative position, every attempt will be made to place this person in a comparable professional position within the district. No person outside of the district shall be employed in a position for which an individual who is affected by a reduction in staff is certified and meets the job qualifications.

## **ARTICLE XII**

### **Miscellaneous Provision**

#### **A. Agreement Signatures**

This and all succeeding agreements will be duly signed by the authorized parties no later than thirty (30) days after an agreement has been reached.

## **ARTICLE XIII**

### **Class Size**

- A. Whenever in the opinion of the Superintendent, the number of students in a classroom exceeds the design specifications for the building, the Superintendent shall meet with the building principal to explore and discuss methods of reducing the size of the class(es) affected.

## **ARTICLE XIV**

### **Board Rights**

- A. The Board reserves to itself, except as otherwise specified via the agreement, sole jurisdiction and authority over matter of policy and the implementations thereof, to carry out its state mandated responsibility to manage and direct all the operations and activities of the Delran School District in accordance with applicable laws and regulations.

**ARTICLE XV**

**Salaries**

- A. Salary for the Association will increase \$2,600 per person for the 1993-1994 school year based upon present salaries, and \$2,705 per person for the 1994-1995 school year, and \$2,815 for the 1995-1996 school year.
  
- B. Longevity will be granted in the following manner and be cumulative in addition to salary:

10 - 14 years	\$300
15 - 19 years	\$300
20 years	\$300

A longevity increment, based upon a unit member's continuous employment as an administrator in the Delran Township School District will become payable each year as stated above after completion of the unit member's ninth, fourteenth, and nineteenth consecutive years of administration service in the District (as a member of the D.A.A.).

**ARTICLE XVI**

**Performance Bonus**

- A. Effective with the 1994-1995 school year, each administrator may earn a performance bonus up to a maximum of \$1,000 annually. Criteria for earning this bonus will be mutually established by the Superintendent and the Delran School Administrative Association Representative(s).