

4-1046

08-02

AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP BOARD OF EDUCATION

AND THE

DEPTFORD ASSOCIATION OF SCHOOL PSYCHOLOGISTS

1979-80, 1980-81, 1981-82

**LIBRARY**  
of Management and  
Labor Relations

DEC 14 1981

RUTGERS UNIVERSITY

RECOGNITION

A. The Deptford Township Board of Education, Deptford Township, Gloucester County hereafter known as the Board hereby recognizes the Deptford Association of School Psychologists hereafter known as the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all fully certified personnel under contract and employed by the Board and so assigned as an employee with administrative and/or specialized responsibilities which shall include: School Psychologist

B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18A.

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement, and they agree that this Agreement shall remain in force until such time as a new Agreement is reached in accordance with Chapter 123 Public Laws of 1974. Such negotiations shall begin not later than the third Thursday of October of the calendar year preceding the calendar year in which this Agreement expires.

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

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

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

B. The Process

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

Level two: If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) work days after presentation of the grievance, he may within ten (10) work days of principal's answer file the grievance in writing with the Superintendent of Schools. At the same time a copy of the grievance shall be given to the Principal involved. The Superintendent or his designee shall give the aggrieved an answer in writing no later than ten (10) work days after receipt of written grievance. The decision may be announced to the parties concerned.

Level three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within (10) work days after presentation of the grievance to the Superintendent, the aggrieved person may within ten (10) work days file the grievance in writing with the Board of Education. The aggrieved person shall be granted a hearing with the Board of Education within ten (10) days of the receipt of the written grievance. The Board shall give the aggrieved person an answer in writing within five (5) work days of the date of the hearing.

Level four: In the event that the grievance shall not have been disposed of at Level III the aggrieved may within thirty (30) work days after the Board's decision refer the unsettled grievance to an Advisory Board.

C. Advisory Board

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

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

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

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

D. Costs

The cost and expense incurred in securing and utilizing the services of an advisory board is shared, the Board will bear the expense of its appointee, the Association will bear the expense of its appointee, and both parties will share equally the cost of the third member.

E. Representation

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

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

F. Record Keeping

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

G. All meetings and hearings under this procedure shall not be con-

ducted in public and shall include only such parties in interest and their representatives and counsel.

ARTICLE IV

RIGHTS

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

ARTICLE V

WORK CALENDAR - WEEK - YEAR - LENGTH OF DAY

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



ARTICLE VI

EMPLOYMENT

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

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

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

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

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

ARTICLE VII

PROFESSIONAL MEMBERSHIP AND DUES

A. There are professional organizations which are recognized on a national, state, or county level for their ability to increase the effectiveness of professionals who subscribe to membership in them. The Board of Education will reimburse administrators for money spent for professional dues in joining these organizations which are related to the individual's professional activities in total up to \$250.00.

ARTICLE VIII

ASSIGNMENTS TRANSFERS AND REASSIGNMENTS

A. Transfer of professional personnel shall take place at the request of employee or by the chief administrator when it is in the best interest of the children and the school system.

B. Transfer shall be restricted normally to the opening date of school or it may be made at other times when deemed necessary by the Superintendent.

Seniority may be a factor in evaluating the transfer of an employee.

Requests for transfer may be renewed annually.

Tentative assignments shall be announced with the issuance of salary statements and/or contracts.

DEPTFORD TOWNSHIP PUBLIC SCHOOLS  
OFFICE OF THE SUPERINTENDENT

PSYCHOLOGISTS SALARY SCHEDULE

Any 12 month psychologist now employed or hereafter employed shall be placed on the appropriate step dependent on qualifications and experience. Board policy notwithstanding no additional compensations will be offered for the use of home, office, phone, personal equipment, test materials or automobile.

1. 15,725
2. 17,300
3. 19,500
4. 21,625
5. 23,425
6. 25,775
7. 28,500

A cost of living increase of \$1,000 per year will be in effect for persons after reaching maximum during the length of this contract.

ARTICLE IX

SICK LEAVE

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

ARTICLE X

PERSONAL LEAVE

A. The Superintendent may grant administrative leave (not to be accumulated) to any regularly employed person for the following emergencies or conditions:

1. Death in immediate family (immediate family-mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two years). Additional emergencies will be judged upon request by the Superintendent of Schools.

2. Personal Leave - (legal, household, family business). Personal business that cannot be conducted outside the normal work day. Forty-eight (48) hours notice shall be given except in approved emergencies.

3. Professional Conference - Such requests shall be submitted in writing six (6) weeks in advance of the day requested.

B. In the event all sick leave days have been used, five (5) days herein specified as other than sick leave may be used as sick leave days (not to be accumulative).

C. Earned Vacation - One and one-half (1½) days per month worked shall be earned. Two (2) additional days vacation shall be earned after the completion of three (3) continuous years of employment (under contract as a 12 month administrator) in the district.

Guidelines shall be as follows:

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

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

ARTICLE X - continued

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

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

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

6. Requests for Vacation:

Requests for vacations must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision can be made.

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

ARTICLE XI

SABBATICAL LEAVE

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

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

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

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

D. Payment for sabbatical leave is granted on the following basis:

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

2. One-half ( $\frac{1}{2}$ ) the annual contracted salary will be granted for one semester ( $\frac{1}{2}$ ) year of study.

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

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

Leaving Before  
2 years service  
3 years service

% of salary to be  
reimbursed to the  
Board of Education  
100% of annual salary  
50% of annual salary



ARTICLE XII

INSURANCE PROTECTION

Section 1.

A. The Board of Education shall adopt a health insurance plan providing the following:

Blue Cross/Blue Shield 1420 series;

Blue Cross/Blue Shield Major Medical;

Blue Cross/Blue Shield dependent coverage  
age 23;

Rider J (with increased pathological coverage  
to \$100,000); and

Blue Cross prescription plan - \$1.00 co-pay.

B. Enrollment shall be optional.

Section 2. The Board shall provide the premium cost for any coverage of the above according to the following plan:

A. 100% single employee coverage for employees who elect to be enrolled.

B. 100% family plan coverage for employees who elect to be enrolled.

Section 3. The Board to pay \$50.00 towards any plan of Washington National Group Income Protection to each employee who agrees to abide by the requirements for participation as stipulated by the insurance carrier.

Section 4. All insurance coverage is by the approved Board/ Association vendor.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay three hundred dollars (\$300) maximum per year toward tuition and other expenses incurred in connection with course work taken at a recognized college or university with prior approval by the Superintendent of Schools.
- B. Verification of credits earned shall be submitted with the voucher for payment.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The Board will be informed only through the Superintendent in any matter requiring its decision. Any employee or employee group should communicate through the proper channels of authority. When the matter requires Board action it shall be directed through proper channels to the Board of Education.
- B. It is agreed by both parties that the negotiations will be conducted without the use of pressure tactics. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made."
- C. It is understood by all parties that under the ruling of the Courts of New Jersey and the state Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- D. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- E. Terms of contracts of non-tenure personnel are negotiable only between the individual and the Board.
- F. There shall be no discrimination in practices and procedures of the school system policies in hiring, training, assignments, promotions, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or association activities.
- G. Whenever any notice is required to be given by either party of the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses
1. If by the Association to the Board -  
Blackwood Terrace School  
Deptford, New Jersey
  2. If by the Board to the Association - The school building where the President of the Association is assigned.

ARTICLE XV

AGREEMENT

It is agreed between the Board of Education of Deptford Township in the County of Gloucester party of the first part and the Deptford Association of School Psychologist party of the second part, that the content of this Agreement shall be effective as of July 1st 1979 and shall continue in effect until June 30, 1982.

Resolution of Adoption by the Board of Education:

Madame President, I move on the recommendation of the Superintendent to approve the ratification of the Agreement between the Deptford Township Board of Education and the Deptford Association of School Psychologists for the 1979-80, 1980-81 and 1981-82 school years. (Motion passed 7-0, with two Board members not present.)

Dated August 21, 1979

Deptford Township Board President

Catherine M. Park

Deptford Association of School Psychologist

Robert J. [unclear]

Attested

John W. Hicks

Board of Education Secretary

Dated

8-22-79