

14-0307
08-20

THIS BOOK DOES NOT CIRCULATE

PREAMBLE

This agreement entered into this _____ day of _____, 19_____, by and between the Board of Education of West Deptford Township, the Township of West Deptford, New Jersey, hereinafter called the "Board" and the West Deptford Education Association, hereinafter called the "Association."

ARTICLE I - Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in "Chapter 303, New Jersey Laws of 1968" for all teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operating employees.

1. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit defined as follows:

- Classroom Teachers
- Nurses
- Guidance Counselors
- Elementary and Secondary Librarians
- Reading Teachers
- Elementary Art and Music Teachers
- Elementary Teaching Principals
- Home Instruction Teachers who are also full time employees of the West Deptford Township Board of Education
- Speech Therapist

2. The term "board" shall include its officers and agents.

B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, New Jersey Laws of 1968, for the duration of this Agreement.

ARTICLE II - Negotiation Procedure

A. In order to conduct amiable and effective negotiation sessions, the following negotiation procedures shall be followed:

1. Sessions will be held in the West Deptford High School Library.
 - a. Negotiations shall begin no later than the second week of October.
 - b. Sessions will be held at reasonable intervals at the request of either party.
 - c. Each session will start at 7:30 p.m. and end at 11:00 p.m., or at such time mutually agreed upon.
2.
 - a. Each negotiating session agenda shall be prepared cooperatively between the Superintendent of Schools and the Association spokesman or the Association President.
 - b. The agenda shall be mailed or delivered to each member of both negotiating committees at least 48 hours prior to each meeting.
 - c. The agenda shall include any changes of composition of either committee.
3. The taking of minutes is the responsibility of each committee.
4. No tape recorders or other mechanical recording devices shall be used at any time during negotiation sessions.
5.
 - a. A caucus can be called by either committee.
 - b. A separate caucus room shall be available to each committee.
 - c. The length of each caucus shall be set at the time the caucus is called.
6. Tentative Agreements by the Board Committee and the West Deptford Education Association Committee are not binding until ratified by a majority vote of the entire Board of Education and the W.D.E.A. respectively.
7. Notice by either party, pursuant to the provisions of this agreement shall be done by letter to the Board Secretary and the President of the Association (home address).

ARTICLE III - Grievance Procedure

A. Preface

The Board of Education and the West Deptford Education Association believe that all professional employees are entitled to have their grievances examined and settled in ways that are beneficial to both the employee or group of employees, and the school system. The satisfactory settlement of grievances not only promotes wholesome attitudes and feelings about the performance of professional services but also increases the efficiency and effectiveness of the professional worker in his relationship to the pupil and the community. Both parties agree that these procedures will be as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. A grievance is regarded as a deep-seated dissatisfaction or disagreement that is expressed in writing by the teacher or by a group of teachers about terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.

C. Procedure

1. The teacher or group of teachers who has a grievance shall submit it in writing to the building principal. The written grievance shall be submitted within the first five calendar days following the alleged grievance. The first five calendar days shall include at least three (3) school days. If the grievance is not submitted in writing within the aforementioned timespan, the grievance shall be void; except at the end of the school year, in which case any grievance must be received no later than seven (7) calendar days following the last scheduled teacher-duty day.
2. If, after consultation with the building principal, a satisfactory solution cannot be reached within five (5) calendar days, which shall include three (3) school days, an appeal may next be made to the Superintendent of Schools.
3. If a satisfactory solution cannot be reached within ten (10) calendar days (including three (3) school days) an appeal may be taken from him to the Board of Education.
4. The Board will render a written decision within thirty-one (31) days.

5. The aggrieved person may proceed personally or through the Association or any representative of his choice in the conveyance of a grievance. Where the employee is not represented by the Association, the Association may submit its views on the matter.
6. All staff members, including the aggrieved, shall continue under the direction of the administration until such grievance is resolved.

ARTICLE IV - Teaching Hours and Teaching Load

- A. Each Building Principal or Head Teacher in consultation with the Superintendent of Schools shall establish procedures for regulating the check-in and check-out procedures of his staff. This shall be based upon the needs of the students attending each building. No time clocks shall be used to accomplish this task.
- B. The actual arrival and departure times for teachers shall be determined by the Superintendent of Schools in consultation with the Building Principal or Head Teacher. Adequate supervision of students before and after school and extra help needs of students must be considered in establishing time requirements.
- C. The total required school day for teachers in the Elementary and Junior-Senior High Schools shall not exceed seven and one half (7- $\frac{1}{2}$) hours. On Fridays teachers shall not be required to remain in excess of 10 minutes after students have left school except in the event of an emergency as determined by the administration.
- D. The normal daily teaching load in the Junior-Senior High School shall be five (5) teaching periods and one (1) duty period. Teachers may, if they so desire, accept a sixth teaching period in lieu of a duty period.
- E. The administration may decrease teaching loads according to the needs of the curricular or the extra-curricular programs.
- F. Teachers working within the Junior-Senior High School shall receive every possible consideration in limiting the number of teaching stations. Factors such as the needs of handicapped children, the limitation of the building structure, the size of the student populations, etc., must be accepted as legitimate factors affecting these decisions.
- G. Junior and Senior High School teachers shall receive a duty free lunch period based on the same time allotments provided students for

lunch purposes. Each classroom teacher in the Junior-Senior High School shall have designated one period as a preparation period for every five (5) teaching periods. This preparation time shall be calculated on a weekly basis. Occasionally, a situation will arise demanding staff supervision that may require a teacher to relinquish his preparation period on a particular day. The administration shall record such instances and equalize such "coverage needs" to the extent that it is possible among the total staff.

H. The normal daily teaching load in the elementary schools shall not exceed five hours and 30 minutes of pupil teaching time.

I. Elementary School teachers shall receive a minimum of forty-five (45) consecutive minutes of duty free lunch time. This time provision shall be in effect unless an emergency should arise as deemed by the building principal.

J. The notice of an agenda for in-school meetings shall be given to the teachers involved or posted at least one (1) day prior to the meeting except in an emergency.

ARTICLE V - Non-Teaching Duties

Determination of what non-teaching duties shall be performed by teachers shall remain the province of the Board. The Board is aware that teaching is a teacher's first responsibility and to that end shall strive to keep non-teaching duties to a minimum. However, it asks teachers to take cognizance of the fact that certain such duties were inherent in the teaching function.

Teachers shall not be required to:

1. Keep registers
2. Score the California and Iowa Tests or their equivalent.

ARTICLE VI - Salaries

A. The salaries of all teachers covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.

B. Teachers employed on a ten (10) months' basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers may individually elect to have ten percent (10%) of

their monthly gross salary deducted from their pay. These funds divided evenly shall be paid to the teacher on the 15th of July and the 15th of August, or the teacher shall then have the option of collecting the ten percent (10%) in a lump sum the last working day of school, provided he notified the Secretary of the Board by May 1st in writing.

D. 1. When a payday falls on or during a school holiday, vacation, or week-end, teachers shall receive their pay checks on the last previous working day.

2. Teachers shall receive their semi-monthly payment on the fifteenth (15th) and thirtieth (30th) of each month during the contract year. If the 15th and/or 30th fall on a Saturday or Sunday, pay shall be made on the previous Friday.

E. Teachers shall receive their final checks on the last working day in June. However, any teacher who has used all of his sick leave prior to the last school day in May will be notified by June fifth (5th), in writing, that his second June pay check will be held in order to affect any adjustments for sick days taken during the month of June. This final check will be mailed as soon as possible after the last school day in June, but no later than ten (10) calendar days after the close of school.

ARTICLE VII - Tuition Reimbursement

A. Only teachers who have obtained full certification in their area of employment will be eligible to participate in the Board of Education's program of reimbursement for tuition expenses. (The only exception to this shall be if the Board of Education in order to fulfill a pressing need within the School System requests a certified teacher to gain certification in another area. In such situations the teacher involved will be eligible for full participation in the reimbursement program.)

B. 1. Only courses pertaining to a fully certified teacher's area of employment, which are offered at an accredited institution of higher education, are eligible for reimbursement. (Courses may be taken to increase one's knowledge or to keep abreast of current trends in his area of employment, or to fulfill the needs of a graduate program within his area of employment at the Master's or Doctorate levels. Courses which would be undertaken solely to gain a specialization in a discipline other than that for which the

teacher is employed or for obtaining certification in other school areas such as administration, guidance, etc., would not be eligible for reimbursement.)

2. Those teachers presently enrolled in a previously approved graduate program shall be allowed to continue, under benefits as stated within this article, to completion of their degree program.

C. Reimbursement for non-tenure teachers shall be \$100.00 per school year (September to June) and \$100.00 during the following summer. On obtaining tenure, a teacher may use the total amount of \$200.00 as he sees fit during any one school year (September to September). The tuition amount is not accumulative.

D. All courses must be approved by the Superintendent of Schools in advance.

E. Monies shall be repaid after completion of the course and receipt of a transcript showing a passing Grade ("C" or its equivalent for an undergraduate course).

ARTICLE VIII - Voluntary Transfers

Decisions affecting teachers in regard to voluntary transfers and reassignments shall rest with the Board. However, in filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background of the applicants, the length of time each has been in the system, and other relevant factors.

The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and transfers between schools will be necessary.

While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher.

Whenever possible, such transfers or changes of assignments shall be on a voluntary basis. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the students. As soon as practical the Superintendent shall post in all schools a list of all known vacancies as they occur. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent.

As soon as practical the Superintendent shall notify all teachers who have been reassigned or transferred. Changes made after the last day of school shall be followed by notification to the teacher by certified mail to his/her home address. The decision of the Board as to the filling of all vacancies shall be final.

ARTICLE IX - Teacher Evaluation

A. Teacher evaluation is the responsibility of the Board. However, the Board agrees that Teacher Evaluation is an important part of improving and maintaining a good educational system. It feels that the means of evaluating should be discussed between the Administration and Teacher but the final format must be by decision of the Board and the Administration. In the event there is dissatisfaction with respect to the teacher evaluation, it is most certainly an appropriate time for the teacher to utilize the grievance procedure. All attempts to avoid grievance will be made, as mentioned, by cooperatively arriving at Teacher Evaluation programs. Such programs to be formulated jointly through ordinary standards of fair play, but the final decision shall rest with the Board and the Superintendent.

B. The Board proposes the following cooperatively prepared teacher evaluation program to become effective with the adoption of this agreement; but if changes or amendments are found to be necessary, they need not wait upon a future agreement.

1. Supervision shall exist for the improvement of instruction. All teachers new to the system and those eligible for tenure shall be formally observed at least four (4) times during the school year. These observations shall be made by the supervisors or administrators under whose jurisdiction the particular staff members are assigned. All tenure staff members are to be observed formally at least twice a year. Where difficulties or problems exist, whether it be with a tenure or non-tenure teacher, observations and evaluations will be made in accordance with the needs of the situation.
2. A written summary report is to be given each teacher within fifteen (15) days following a formal observation. If so desired, the teacher shall have the opportunity to respond to this report by requesting a conference with the

supervisor to submit a written reply which is to be attached to the observation or to sign the evaluation report and return it for filing.

3. Each non-tenure staff member shall receive a yearly comprehensive evaluation in writing reflecting formal classroom observations, records, and all other existing information relating to that teacher's total performance as a staff member.
4. A similar written comprehensive evaluation, as cited above, shall also be given any tenure staff member who is experiencing difficulty. Once a tenure staff member has been categorized as performing in a minimal or sub-standard manner, a yearly evaluation of this nature shall be made until a satisfactory performance classification is reobtained.
5. All comprehensive written evaluations shall evolve from a two-step process. The initial phase in the Elementary System shall consist of a meeting between the teacher to be evaluated and his head teacher, or principal and the Elementary Supervisor. In the Junior-Senior High School the administrators meeting with the teacher will be the Principal and the Administrative Assistant. This meeting will be structured to provide a discussion of the teacher's total performance. If areas of disagreement should arise, the teacher shall be given the opportunity to present any extenuating circumstances or arguments which he feels would affect the interpretation of the matter being considered. In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended him of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument. The staff member should use this outline to either write out or mentally formulate his own self-evaluation.
6. The second phase of this comprehensive evaluation shall consist of the administrators drafting a summary statement, after the aforementioned exchange with the teacher reflecting their conclusions regarding that teacher's total performance. This statement will pertain only to those

matters discussed at the preliminary meeting.

7. One copy of this evaluation is to be presented to the teacher and one copy is to be filed as part of the teacher's permanent record.
8. Should the teacher substantially disagree with this written evaluation, he may either submit a written statement to be attached to the summary or request another meeting with the evaluator or evaluators. If dissatisfaction still exists after this second meeting, the teacher may request a meeting with the Superintendent of Schools.

C. The contents of teachers' files shall remain the discretion of the Superintendent.

ARTICLE X - Sick Leave

- A. 1. All teachers employed are entitled to ten (10) sick days each school year as of the first day they report for duty. Unused sick leave days shall be accumulated with no maximum limit.
2. A teacher employed during a school year shall be granted one day of sick leave for each month remaining in that school year beginning with the teacher's first day on duty.
3. A written reason shall be filed for each sick day absence.
4. The Superintendent may, at his discretion, require medical proof in connection with any illness the Superintendent deems to be prolonged.

B. Whenever any teacher, entitled to sick leave under this agreement, is absent from his teaching duties as a result of a personal injury caused by an accident arising out of and in the course of his employment, such teacher shall receive full salary or wages for a period of such absence up to one calendar year without having such absence charged to annual or accumulated sick leave.

C. A teacher who had accumulated at least eight (8) sick days as of June 30, 1971, (for 1972-73 school year this date should be June 30, 1972) shall be entitled to receive one-half the difference between his average daily salary and the base salary paid the substitute for a maximum of eighteen (18) days, after all accumulated and annual (current) leave days have been taken. These additional days are not accumulative.

ARTICLE XI - Temporary Leaves of Absence

- A. In the event of a death in the immediate family, an allowance of up to four (4) consecutive days leave shall be granted. "Immediate family" shall be defined as mother, father, spouse, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law and other members of the immediate household, excluding boarders.
- B. Teachers shall be granted two (2) days of personal business leave of absence with pay. Such leave may be taken with no reason stated other than that it is being taken under the provision of this article.
1. An application for personal leave must be submitted in writing to the Superintendent of Schools through the normal chain of command, beginning with the principal, at least four (4) calendar days in advance. However, provisions shall be made by the Superintendent of Schools to waive the requirement of advance notice in emergency situations (i.e. emergency family illness, attendance at funeral services, etc.)
- When personal days are approved via telephone, a statement that a personal day was taken must be submitted via the above mentioned channels within two (2) school days after the teacher's return.
2. The Superintendent of Schools may grant additional temporary leaves of absence without pay.
 3. Personal leave days shall not be accumulative.
- C. Temporary leaves for Administrator-approved visitation to other schools, or for attending meetings or conferences of an educational nature will be with pay.

ARTICLE XII - Extended Leaves of Absence

- A. 1. A teacher shall notify the Board as soon as a pregnancy is determined. A teacher may request a maternity leave without pay, effective at the end of the fourth month of pregnancy, and shall request such a leave effective no later than the end of the fifth month of pregnancy. Such a leave shall be granted and shall terminate at the beginning of the school year six months or more following

the birth of the child. Such a leave shall terminate at the beginning of the next school year following a miscarriage or stillbirth, upon satisfactory proof of physical fitness.

2. Upon recommendation of the Superintendent and approval of the Board of Education, a teacher may either elect to return to her position at an earlier date or she may leave at a later date than provided herewith.
3. The above leave provision applies to any female teacher adopting an infant child who has not passed his first birthday. The leave shall commence with the defacto custody of the infant.
4. A maternity leave of absence shall not count as a year's teaching service either for the purpose of tenure or for the purpose of a salary increment.

B. Subject to applicable New Jersey statutory regulations as provided in N.J.S.A. Title 18A and any amendments thereto, the West Deptford Township Board of Education may grant sabbatical leaves for the purpose of study.

The following provisions shall be used to implement and continue a program of sabbatical leaves:

1. No more than 3 teachers in 1971-72 and 4 teachers in 1972-73 shall be on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent, in writing, on or before February 1 of the school year preceding the school year for which the leave is sought.
3. Sabbatical leaves shall be granted solely for the purpose of study.
4. The institution and program of study shall be approved by the Superintendent of Schools.
5. The teacher shall have completed at least seven (7) full school years of service in West Deptford Township School District.
6. Preference shall be given, though not restricted, to study related directly to a teacher's classroom assignment.
7. Sabbatical leaves shall be granted for a full year at one-half (1/2) pay or one-half at full pay.
8. Upon return from sabbatical leave, a teacher shall be

placed on the level of the salary schedule which he would have reached if he had not taken a sabbatical leave.

9. Payment for sabbatical leave shall be granted by the Board subject to the provision that if the teacher does not work in the District for three (3) years following return from sabbatical leave, the Board shall be reimbursed for salaries paid during sabbatical leave in the following manner: only one year - 70% reimbursement; only two years - 35% reimbursement; three years - 0% reimbursement; no return - 100% reimbursement.
10. Approval by the Board shall be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.

C. Military leave shall be granted according to the appropriate provisions of N. J. S.A. 18A.

ARTICLE XIII - Insurance Protection

For the year 1971-72 the Board shall pay single health and major-medical insurance and one-half (1/2) family coverage; for the year 1972-73 the Board shall pay single health and major-medical insurance and full family coverage as provided by the Public and School Employees' Health Benefit Act of the State of New Jersey (L. 1964, Ch. 125).

ARTICLE XIV - Teacher Work Year

The Teacher School Calendar for the school years 1971-72 and 1972-73 shall contain a maximum of 192 days each.

On or before April 15th of each year, the Board shall give to each non-tenure teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.

ARTICLE XV - Liaison Committee

The Association, as representative of the teachers, and the Board recognize the desirability for continuing communications on subjects relating to current school problems and practices. The Association shall select a Liaison Committee of three (3) members

who shall meet on a monthly basis, if necessary, during the school year with two (2) elected members of the Board and the Superintendent of Schools to discuss and review such matters in order that the quality of education may be maintained and improved. These meetings shall not be a substitute for matters which initially should be processed through established administrative channels nor should they exist as a substitute for contract negotiations or the settlement of issues via the negotiated grievance procedure.

ARTICLE XVI - Miscellaneous

- A. If a grade is changed by any authority other than the teacher, the person making the change shall initial such change.
- B. The Board agrees to deduct from Teachers' salary, money to be deposited in the Tax Sheltered Annuity as said teachers individually and voluntarily authorize the Board to deduct.
- C. 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 XVII - Duration of Agreement

- 1. Contracts for teachers new to the District and for non-tenure teachers in the District shall be by Agreement between the Board of Education and the person to be hired, and the execution of such contracts are not within the purview of this agreement.
- 2. Negotiations on Salary only may be opened as per Article II. All other parts of the Agreement shall be effective as of July 1, 1971 and terminate June 30, 1973, provided that, if no new agreement has been adopted by that time, the agreement then in force shall continue until a new agreement is ratified.

In witness whereof the Board of Education has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, and the West Deptford

Education Association has caused this Agreement to be signed by its president and secretary, all on the day and year written below.

WEST DEPTFORD EDUCATION ASSOCIATION

By _____
W.D.E.A. President

By _____

WEST DEPTFORD BOARD OF EDUCATION

By _____
W.D. Board President

By _____