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CONTRACTUAL AGREEMENT

Between

THE BOARD OF EDUCATION OF WOODBRIDGE TOWNSHIP

and

THE WOODBRIDGE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

JULY 1, 1972 through JUNE 30, 1974

CONTRACTUAL AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF WOODBRIDGE TOWNSHIP

AND

THE WOODBRIDGE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

PREAMBLE:

This Agreement is entered into this first day of July, 1972, by and between the Woodbridge Township Board of Education, hereinafter referred to as the Board, and the Woodbridge Township School Administrators Association, hereinafter referred to as the Association. The provisions of this agreement shall become effective July 1, 1972 and shall remain in effect through June 30, 1974 except as otherwise stated herein.

CONTRACTUAL AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF WOODBRIDGE TOWNSHIP
AND
THE WOODBRIDGE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

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ARTICLE I

RECOGNITION

In accordance with and to the extent required by Chapter 303, New Jersey Public Laws of 1968, the Board recognizes the Association as exclusive and sole representative for: Directors, Associate Directors, Principals, Vice Principals, Administrative Assistants, Department Heads, Coordinators, Supervisors, and the Assistant for Administrative Services. But excluding: the Superintendent, Associate Superintendent(s), Assistant Superintendent(s), the Board Secretary, the Associate Director of Employee Relations, and the Administrative Assistant to the Superintendent.

ARTICLE II
NEGOTIATION PROCEDURE

- A. Neither party to this Agreement shall have control over the selection of the representative(s) of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without a majority ratification by the Association and the Board, both parties mutually pledge that their representatives will be empowered to make proposals and counterproposals during the course of negotiations and recommend same to their respective organization for approval.

ARTICLE III

ASSIGNMENTS AND TRANSFERS

- A. Whenever administratively possible, initial assignments, transfer assignments and selection of staff members shall be subject to conference, interview and recommendation of the principal. Final decision would consider the principal's recommendation and the needs and best interests of the total district.
- B. The building principal shall continue to be supplied with a resume of educational data and teaching experience information for each candidate and each teacher currently employed in his school.
- C. Assignment of Department Heads

1. Schedule

<u>No. of Teachers in Department</u>	<u>Required Teaching Periods</u>	<u>Minimum Periods for Dept. Duties</u>	<u>Preparation Periods</u>
1-7	3	2	1
8-15	2	3	1
16-Up	2	4	1

2. The balance of the school day shall be assigned at the direction of the Building Principal.
3. Current practice to remain with certification required for new appointment in this position.

ARTICLE III (Continued)

- D. Transfers - Requests for, or notice of, administrative transfers must be made at least six (6) months prior to the effective date and only after consultation with the individual(s). It is recognized that there may be exceptions due to circumstances that arise as the school year progresses.
- E. Administrators shall continue to be consulted prior to permanent assignment of personnel to their building(s). Selection of such personnel will be made after consideration of the principal's recommendation(s) and such selection shall not be limited to substitute pools.

ARTICLE IV

RIGHTS AND PRIVILEGES

- A. Criteria for Administrative operations shall continue to be provided to each administrator covered by this Agreement.
- B. It is mutually understood that elementary principals are required to be in their buildings between the hours of 8:00 a.m. and 4:00 p.m. (except for a one hour lunch period), and available to the public and staff, unless they have notified the Superintendent's office, or the office of his designee, of a reasonable need to leave.
- C. Each secondary school principal will be responsible for organizing the hours of his staff so that at least one administrator is on duty from the arrival of the first bus in the morning until the conclusion of the program in the afternoon.
- D. Administrators are expected, as per present policy, to be available for school activities held in the evening. When a building is staffed by more than one administrator, such evening assignments may be staggered.
- E. Petty cash funds for the purchase of supplementary school materials such as seeds, batteries, and special art needs shall be made available for all schools.

ARTICLE IV, Paragraph E (Continued)

This fund shall be subject to regulations as to its size and its proper use.

- F. Principals shall be consulted in the preparation of the budget particularly in the areas that are vital to the educational program; e.g., textbook and workbook accounts, classroom furniture and equipment, office furniture, equipment, and all supplies.
- G. Representatives of the Association will continue to participate and present their views as part of the management negotiations teams in contract talks with other employee bargaining units.
- H. All compulsory in-service teacher workshops shall be held on released time. Topics studied shall be recommended by members of the professional staff, which includes building principals, directors, coordinators and supervisors.
- I. A substitute school clerk list will be maintained providing absentee coverage in order to insure smoother day by day office operations at the elementary school level.
- J. A sum of money allotted per administrator for attendance at conference(s) of benefit to the District, and which are approved by the Superintendent of Schools, or his designee, shall be provided as follows:

ARTICLE IV, Paragraph J (Continued)

Directors	\$400.00
Senior High Principals	\$300.00
Junior High Principals	\$300.00
Elementary Principals	\$300.00
Supervisors	\$200.00
Coordinators	\$200.00
Administrative Assistants and Vice Principals	\$200.00
Department Heads	\$ 75.00

- K. Committees appointed to handle educational problems shall be instructed to request and study data and expressed thought of staffs of each school and results of committee action shall be available to all principals before new policies or programs are adopted by the Board of Education.
- L. Administrators shall continue to have the rights and privileges which have been established in the By-Laws and Policies of the Board of Education of the Township of Woodbridge.
- M. All bus schedules will conform to and coincide with the approved opening and closing of schools.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

1. Grievances arising out of the provisions of this Agreement shall be governed by the following:
 - a. A grievance shall mean a complaint by any employee (A) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement between the Association and the Board of Education or (B) that insofar as matters covered by the Agreement he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, or (C) any difference or dispute between the Board and the Association relating to the terms of this Agreement or its interpretation or application or enforcement, or anything not herein expressly provided for but germane to the subject matter of said Agreement except that the term "grievance" shall not apply (1) to any matter which the Board of Education is without authority to act, or (2) to the complaint of a non-tenure administrator, which arises by reason of his not being re-employed or reappointed to the non-tenure position, or (3) appointment to, or lack of appointment to, or lack of retention in any

ARTICLE V, Paragraph Ia (Continued)

position for which tenure is not possible or required, (4) any matter for which a method of review is prescribed by law, or any rule, or regulation of the State Commissioner of Education.

- b. As used in this article, the term "administrator" shall also mean a group of administrators having the same grievance, or the Association. A grievance to be considered under this procedure must be initiated by the administrator within 30 calendar days of its known occurrence.
2. An administrator with a grievance shall first discuss it with his immediate superior. Should the administrator so desire, an Association representative may be present to assist in resolving the matter informally.
3. If the administrator submitting the grievance is not satisfied with the disposition of his grievance, after having discussed it with his immediate superior, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Association. The Association may submit the grievance in writing within five (5) school days to the Superintendent of Schools specifying the nature of the grievance and the remedy sought.

ARTICLE V, (Continued)

4. If the administrator submitting the grievance or the Association is not satisfied with the disposition of his grievance by the Superintendent, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he, or the Association, may request in writing that the grievance be submitted within 15 school days to the Board of Education. The Board or a committee, thereof, shall review the grievance and may hold a hearing with the administrator and the Association representative and render a decision, in writing, within 15 calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever is later. If the administrator submitting the grievance is not satisfied with the decision of the Board, or if no decision is rendered by the Board, the administrator may request, in writing, that the Association submit the grievance to arbitration within ten (10) calendar days. In the event a decision is rendered, then the Association and administrator shall be notified in writing. Failure to submit the grievance to arbitration within twenty (20) calendar days, thereafter, shall be deemed acceptance of the decision.
5. The following procedure will be used to secure the services of an arbitrator:

ARTICLE V, Paragraph 5a (Continued)

- a. Either party may request the American Arbitration Association in accordance with its rules and regulations to submit a list of persons qualified to function as an arbitrator for the dispute in question.
 - b. Either party may request a second list of arbitrators if the first list is unsatisfactory. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.
6. The arbitrator shall limit his recommendations strictly to the application and interpretation of the provision(s) of this Agreement and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
 7. The recommendation of the arbitrator shall be binding. Only the Board, the aggrieved, and the Association shall be given copies of the arbitrator's report. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

ARTICLE V, (Continued)

8. The arbitrator's fee shall be shared equally by the parties to the dispute. Any additional cost(s) shall be paid only by the party incurring them.
9. The Board and Association agree that they will apply the decision of the arbitrator to all substantially similar situations, and the Association agrees that it will not bring, or continue, any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.
10. Any aggrieved person may be represented at all levels of the grievance procedure by himself or, at his option, also have present a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.
11. A notice of hearing at each step and a copy of the written decision at each step shall be mailed or presented to the administrator(s) involved and to the Association. Whenever the Association appears with an aggrieved employee, at the same time, and in the same manner, a copy of the said notice or decision is required to be sent to the aggrieved employee.

ARTICLE V, (Continued)

12. The fact that a grievance is raised by an administrator shall not be recorded in the administrator's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an administrator be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.
13. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings are required during school hours, all administrators required to be present at the hearing shall be excused with pay for that purpose. Both parties agree to attempt to schedule hearing(s) outside normal school hours.
14. The Association accepts the responsibility to see that its members adhere to the procedure if they feel that policy has been misinterpreted, misapplied, or not followed. The Board accepts a similar responsibility to see that administrators do not misinterpret, or neglect to follow policy.

ARTICLE VI

SALARY SCHEDULES AND RATIOS, LEAVES, VACATIONS

1. Schedules:

<u>POSITION</u>	<u>MINIMUM RATIO</u>	<u>MAXIMUM RATIO</u>	<u>TERM OF EMPLOYMENT</u>
Department Head ¹	1.1	1.1	10 months
Admin. Asst. (Elm.)	1.1	1.1	10 months
Coordinator ²	1.1	1.25	10 months
Supervisor	1.1	1.25	10 months
Admin. Asst. (10-12)	1.15	1.3	12 months
Vice-Principal (7-9)	1.15	1.3	12 months
Vice-Principal (10-12)	1.2	1.4	12 months
Elementary Principal	1.2	1.4	10 months
J.H.S. Principal	1.25	1.6	12 months
S.H.S. Principal	1.4	1.7	12 months
Associate Directors	1.3	1.6	12 months
Directors	1.6	1.8	12 months
Asst. for Admin. Services	1.45	1.45	10 months

¹ Department Head(s) of Health, Physical Education, Athletics and Driver Education will be a ten month assignment but will require no teaching responsibilities or coaching assignments; however, administrative assignments may be made at the discretion of the principal as per present practice. In addition, individuals assigned to this position will be expected to work two extra weeks in the summer for which they will be reimbursed at the rate of

ARTICLE VI, Paragraph 1¹ (Continued)

2 $\frac{1}{2}$ % per week. These department heads will work to coordinate programs and develop curriculum under the direction of the building principal and with the support and guidance of the Supervisor of Physical Education and Health.

²School-Industry Coordinator. This will be a twelve month coordinator's position. The present occupant of this position will continue on maximum ratio of 1.25 for the duration of this Agreement.

2. Ratios - are to be applied on the basis of educational background and are to be computed by multiplying the ratio times the members' appropriate position on the teachers' guide.
 - a. Minimum Salary - the minimum salary for a new appointee to an above position is determined by multiplying the minimum ratio factor by the salary that a new appointee would have received at his appropriate step on the normal teacher guide.
 - b. Maximum Salary - The basic maximum salary for an above administrative position shall be determined by multiplying the maximum ratio factor by the appropriate teacher maximum based upon educational background.
 - c. Starting Salary of Personnel New to the System - An appointee to an above position may receive prior experience credit on the teacher salary guide to a maximum of

ARTICLE VI, Paragraph 2c (Continued)

thirteen years. In addition, the new appointee shall receive a salary credit of \$100 for each year of prior administrative experience.

- d. Adjustments - When adjustments are made in the basic teacher guide, the adjustment for a ratio position shall be the teacher adjustment multiplied by the minimum ratio factor for the position.
- e. Service-Maximums - A service-maximum exceeding the normal maximum is established for administrators on completion of twenty consecutive years of employment service in the schools of Woodbridge Township; the service increment shall be \$300 in the twenty-first year, and an additional \$300 in the twenty-second year.
- f. Retirement - Employees in the above positions on ratio guide, with twenty consecutive years of service in the schools of Woodbridge Township, including a minimum of five years in the designated position, and contemplating retirement for service within five years under 18A 66-43 of the Revised Statutes of New Jersey (minimum age--60) shall, after submitting written notice to that effect to the Board of Education, be placed on the service-maximum the following school year.

ARTICLE VI, (Continued)

- g. Increment. - The annual increment for administrators not on maximum shall be determined by multiplying the maximum increment ratio factor by the increment at the appropriate step of the teachers' guide. For administrators at the maximum step of the teachers' guide, the annual increment shall be determined by multiplying the maximum increment ratio factor by \$360.
3. Change in Degree Status - When an individual on ratio has submitted evidence of a change in degree status, the degree adjustment will be computed by multiplying the degree adjustment by the minimum ratio factor for the position.
- Evidence of a change in degree status must be forwarded to the Personnel Office prior to August 1, for payment retroactive to July 1; prior to October 1, for payment retroactive to September 1; and prior to March 1, for payment retroactive to February 1.
4. Vacations - (a) During the first year of this two year Agreement, twelve month administrators shall be entitled to a one month vacation that must be taken during the summer months when regular classes are not in session. (b) During the second year of this two year Agreement, twelve month administrators shall receive twenty days' vacation, exclusive of any authorized holiday falling therein, during the summer months when regular classes are not in session.
5. Leaves - Administrators shall have all the rights and privileges afforded to the teachers per their contract as it relates to leaves of absence.

ARTICLE VI, Paragraph 5 (Continued)

- a. The President of the Woodbridge Township Administrators' Association is excepted from leave for the purpose of serving the organization for one year.
- b. Sabbatical leave rules and regulations shall apply to all administrative personnel in the Woodbridge Township school system as stated for teachers.

6. Ten Month Principals

Ten month elementary principals may elect to be paid a proration of their salary that would commence July 1 of each year; however, except for proven health circumstances, resignations and retirements shall be effective only between December 31 and July 1, and if any such resignation or retirement is prior to June 30 then total compensation shall be only for the period of actual work performance since September 1.

7. Notification

Each administrator is required to give 60 day notice of his intention to relinquish his position in accordance with 18A:28-8.

ARTICLE VII

SCHEDULE OF HOURS AND WORK YEAR: OTHER WORKING CONDITIONS

1. Administrators shall not be required to report to their assignment on school days designated as "Storm Days".
2. When pupils are dismissed early, administrators shall not be required to remain more than one-half hour beyond pupil dismissal time.
3. Non-Work Holidays
 - a. Independence Day
 - b. Labor Day
 - c. Columbus Day
 - d. Veteran's Day
 - e. General Election Day
 - f. Thanksgiving Day and the day following
 - g. December 24th and Christmas Day
 - h. December 31st and New Year's Day
 - i. Lincoln's Birthday
 - j. Washington's Birthday
 - k. Good Friday
 - l. Easter Monday
 - m. Memorial Day
 - n. All school recesses enjoyed by teachers and pupils during the school year. (Past and present practice to remain).

(In the event that a holiday falls on a Saturday,

ARTICLE VII, Paragraph 3 (Continued)

it shall not be recognized for that school year. In the event that it falls on a Sunday, it may be recognized on a Monday if the adopted School Calendar permits.)

ARTICLE VIII

ADMINISTRATORS' DUTIES AND RESPONSIBILITIES

General

1. Administrators shall be directly responsible to the Superintendent of Schools, or his designee, and they shall discharge their duties in accordance with the policies of the Board of Education. They shall implement Board policies with accuracy and fairness.
2. Administrators shall be responsible for maintaining a proper atmosphere for the educational program under their jurisdiction. They shall maintain the highest standards so as to reflect a professional approach to their administrative responsibilities. to the needs of the pupils, the staff, the parents, the District and the total community.
3. Administrators shall maintain professional dignity within all areas of their responsibilities and develop this same degree of dignity with the pupils, the staff and the personnel within the total educational program to which they have been assigned.
4. Administrators shall be expected to be involved fully with their specific assignment(s). It is agreed that the full function of their building or department is their complete responsibility which shall necessitate their concern and presence at any time.

ARTICLE VIII (Continued)

5. Administrators shall be expected to participate fully in a continual program of upgrading the curriculum and the improvement of the instructional program and demonstrate leadership with their staff for the same.
6. Administrators shall be expected to assist as directed by the Superintendent of Schools, or his designee, in the fulfillment of all contractual agreements entered into by the Board of Education with other designated groups within the District.
7. School activities off school property must be approved by the Superintendent of Schools and/or the Board of Education.
8. Administrators shall assist personnel under their jurisdiction with consistent support in the performance of their duties.
9. Administrators shall be responsible for satisfactorily completing all reports and records as required by the Superintendent of Schools, or his designee, and shall be responsible for proper care and inventory of all school materials and equipment committed to their charge.
10. Administrators shall cooperate with the Superintendent of Schools, or his designee, in carrying out any plans, programs, policies and regulations for the improvement of the instructional program and the proper functioning of the District.

ARTICLE VIII, (Continued)

11. Administrators shall complete all obligations as required by Board policies and regulations and the Superintendent of School's directives.
12. Administrators shall follow the evaluation and supervisory program(s) established within the District at the prescribed times and for the prescribed purpose of evaluating staff members and for improving the instructional program.
13. Administrators shall be responsible for positive and continuous public relations and human relations programs within their assigned areas.
14. Administrators shall continue to have the right to participate in community activities and in civic, governmental and community-social organizations of their choice.
15. Administrative personnel shall be available for conferences with the Board of Education and the Superintendent of Schools, or his designee, beyond the usual times in order that the proper administration and operation of the District may be maintained.
16. Principals shall be consulted and notified in writing before construction, alterations, or additions are implemented in their respective buildings.

ARTICLE IX

PROFESSIONAL GROWTH AND ANNUAL EVALUATION

1. Professional Growth

All administrative personnel shall be expected to present satisfactory evidence of continuous professional growth each year.

2. Evaluation

At least one (1) evaluation prepared by the Superintendent of Schools, or his designee, shall be submitted in writing to each tenured administrator concerned, by June 1st of each school year; non-tenured administrators shall receive such evaluation by May 1.

ARTICLE X

GENERAL AGREEMENTS

1. Both parties agree that no administrator shall suffer any professional disadvantage by reason of his membership, or lack of participation, in the Association or participation in its lawful activities.
2. Copies of this Agreement shall be reproduced at Board of Education expense and a copy distributed to each administrator. New administrators covered by the provisions of this Agreement shall be provided a copy of this Agreement.
3. It is mutually recognized that the Board possesses all powers necessary for operation of a thorough and efficient school system in accordance with the Laws of the State of New Jersey.
4. Both parties to this Agreement recognize that administrators have the right to join, or refrain from joining any lawful organization for their professional or economic improvement, and for the advancement of public education. Membership of an administrator in any organization shall not be required as a condition of employment by the school district.
5. The Board and Association shall not discriminate against any administrator on the basis of race, creed, color, national origin, sex, marital status.
6. The Association shall continue to admit persons to membership without discrimination on the basis of race, creed,

ARTICLE X, Paragraph 6 (Continued)

color, national origin, sex, or marital status, and to represent equally all administrators without regard to membership in any administrator organization.

7. This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
8. This Agreement shall be governed and construed according to the Constitution and Laws of the State of New Jersey.
9. If any provision of this Agreement is held to be contrary to law, then such provision shall not be valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full effect.
10. Modification(s) of this Agreement will only be made by negotiation between the Board and the Association, and such modification, if any is mutually desired, shall be reduced to writing and incorporated in this Agreement.
11. Both parties to this Agreement recognize the managerial right and responsibility of the Board of Education and its agents to operate a thorough and effecient school district in accordance with the Laws of the State of New Jersey.
12. In case of any direct conflict between the express pro-

ARTICLE X, Paragraph 12 (Continued)

visions of this Agreement and any Board or administrator(s) policy, practice, procedures, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

13. This Agreement constitutes the total understanding of both parties to this negotiation.
14. This Agreement shall be in effect July 1, 1972, and continue through June 30, 1974. Initiation of negotiations for a subsequent Agreement shall commence at a mutual time no later than November 15, 1973.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the 30th day of June, 1972.

WOODBIDGE TOWNSHIP SCHOOL ADMINISTRATORS' ASSOCIATION

BY *Stephen J. Murphy* (President)

BY *Delores H. Kelley* (Secretary)

BOARD OF EDUCATION, TOWNSHIP OF WOODBRIDGE, NEW JERSEY

BY *John P. Cassidy* (President)

BY *J. E. Cadwalader* (Secretary)