AGREEMENT

1/88

between the

WEST DEPTFORD BOARD OF EDUCATION (enployer)

and the

WEST DEPTFORD TOWNSHIP EDUCATION ASSOCIATION

WEST DEPTFORD TOWNSHIP GLOUCESTER COUNTY **NEW JERSEY**

1979 - 1981

July 1,1979 - June 30, 1981

TABLE of CONTENTS

	Article	I	-	Red	0 (ıni	ti	o n	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	1
	Article	II	-	Neg	jot	;ia	ti	on	P	'n	ОС	e d	u r	·e	•											2
	Article	III	-	Gri	ev	an	c e	P	ro	C	e d	ur	e													3
	Article	IV	-	Tea	ch	in	g	Но	ur	\$	a	n d	T	ea	cŀ	er	L	. o a	d							8
	Article	٧	-	Nor	1 – T	ea	ch	in	ģ	Dı	ιt	iе	\$		•											11
	Article	VI	-	Sal	a r	٠i e	s	•			•	•								•						12
	Article	VII	-	Tui	ti	on	R	ei	m b	u 1	rs	em	en	t												14
	Article	IIIV	-	۷o۱	ur	ta	ry	a	nd	. :	Ιn	۷o	1 u	nt	ar	•у	Tr	ar	s 1	fer	٠\$	•				16
	Article	IX	-	Tea	cł	er	Ε	v a	1 u	a 1	ti	on			•										• ,	18
	Article	X	-	Sic	: k	Le	a v	е				. •	•													21
	Article	ΧI	-	Ten	npo	ra	ry	L	ea	V (e s	0	f	Αb	SE	nc	е									22
	Article	XII	-	Ext	er	nde	d	Le	a v	e	S	of	A	bs	er	се	!							:		24
	Article	XIII	-	Sat	b a	ti	сā	1			•							• .	•	•,,			•			25
	Article	XIV	-	Ins	ur	an	се	P	ro	te	ec	ti	on	1	•			•								26
	Article	ΧV	-	Tea	ch	er	W	or	k	Υe	ea	r							٠.							27
	Article	XVI	-	Mis	c e	11	a n	eo	u s																	27
	Article	XVII	-	Dur	·a t	io	n			,	•							•		•					. .	28
	Article	XVIII	-	Sig	ni	ng	0	f	Ag	re	e e	me	nt	;	•					•					,•	29
SAL	ARY SCHE	DULES																								
	Schedule	e A	-	Sal	ar	У	•		•		•	•	•	•	•	•		•	•	•	•	•	3	0 (&	31
	Schedule	В	-	Ext	ra	C	ur	ri	cu	1 8	ar	A	ct	iv	i 1	ie	\$	Sp	0 1	1 S C	rs	S .	3	32	&	33
	Schedule	e C	-	Coa	ch	ı e s	S	a 1	ar	y	G	u i	de	s	•	•	•	•		•	•	•	3	3 4	&	35
	Schedule	e D	-	Con	npe	ns	a t	10	n	_	Ε	хt	ra	.	u t	у										36

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.0 PREAMBLE

This agreement entered into this 1st day of July 1, 1979, 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".

4.1 ARTICLE I - RECOGNITION

A. Association Unit

- 1. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in "Chapter 303, New Jersey Laws of 1968", for all full-time certified personnel under contract, but excluding supervisory and executive personnel, as well as, psychologists, learning disability specialists, social workers, secretarial, maintenance and operating employees.
- 2. The term "teacher" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above.

B. Board Unit

The term "Board" shall include its officers and agents.

C. Negotiation Rights

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 the Agreement.

CHAPTER FOUR: ____SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.2 ARTICLE II - NEGOTIATION PROCEDURE

A. <u>Sessions</u>

- Negotiating sessions shall be held in the West Deptford School facilities.
- 2. Negotiating sessions shall begin within the initial time period scheduled by the Public Employment Relations Commission or, in the absence thereof, no later than the last day of September.
- 3. Each session shall start and end at a time to be mutually agreed upon by the parties.

B. <u>Composition of Teams</u>

Neither the Board nor the Association shall have any control over the selection of the negotiation representatives of the other party. However, each party's team of representatives for negotiations shall consist of no more than eight representatives.

c. <u>Restrictions</u>

No tape recorders or other mechanical or electronic recording device shall be used at any time during, either negotiating sessions, mediation sessions or fact-finding sessions.

D. <u>Tentative Agreements</u>

Tentative Agreements by the Board Committee and the West Deptford Education Association Committee are not binding until adopted by the majority vote of the entire Board of Education and ratified by the W.D.E.A. respectively.

E. Notice

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).

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.3 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.

B. <u>Definition</u>

- A grievance is a claim by a teacher, or group of teachers, based upon a violation of any provision of the Agreement or written Board policies.
- 2. An "aggrieved person" is the person or persons making the claim.
 - 3. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

C. Purpose

- The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept confidential at each level of the procedure, subject to any applicable right-to-know laws.
- 2. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, providing the adjustment is not inconsistent with the terms of this Agreement.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.3 ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

D. Procedure

- The aggrieved person shall be entitled, at his option, to be represented by an Association Representative at every step of the grievance procedure.
- 2. If the matter is not resolved to the satisfaction of the aggrieved person, after informal discussions, he shall set forth his grievance in writing to the building principal. The written grievance shall specify:
 - a. The nature of the grievance.
 - b. The article and section of the Agreement or written Board policies allegedly violated.
 - c. The day of the alleged grievance.
 - d. The results of previous discussions.
 - e. A statement regarding the relief sought and
 - f. Signature of the aggrieved person.

The written grievance shall be submitted within the first ten (10) school days following the alleged grievance. (The term school day and work day shall be used interchangeably.) If the grievance is not submitted in writing within the aforementioned timespan, the grievance shall be declared void. In the case where a grievance is submitted at the end of the school year, the grievance must be received in writing within seven (7) calendar days following the last scheduled teacher-duty day.

The building principal shall render his decision in writing to the aggrieved person within five (5) school days.

3. If the aggrieved person is not satisfied with the disposition of his grievance by the building principal, he may appeal the decision in writing to the Superintendent of Schools. Such appeal shall be made within five (5) school days. The Superintendent of Schools shall render his decision in writing to the aggrieved person within ten (10) school days.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.3 ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

- 4. If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, he may appeal the decision in writing to the Board. Such appeal shall be made within five (5) school days.
- 5. The aggrieved person may request a hearing before the appropriate committee of the Board and said hearing shall be granted. The hearing shall be held within two (2) calendar weeks. The Board shall render a written decision to the aggrieved person within thirty-one (31) calendar days.
- 6. If the aggrieved person is not satisfied with the disposition of his grievance by the Board and he wishes review by a third party he shall so advise the Board in writing, through the Superintendent of Schools, of his appeal. Such appeal shall be made within ten (10) school days from receipt of the Board's decision.
- 7'. Within ten (10) school days after such written a. 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 agree upon an arbitrator or 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. parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. arbitrator shall limit himself to issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this agreement.
 - b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if ora hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.3 ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

without power of authority to make any decision which requires 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 submitted to the Board and the Association and shall be advisory in nature.

c .

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

E. Rights of Teachers to Representation

The aggrieved person may proceed individually through the grievance procedure, or at his option, with a representative designated by the Chairperson of the P.R.& R.Committee of the Association and/or with the President of the Association. When a teacher is not represented by the Association, the Association shall have the right to submit its views on the matter.

F. <u>Miscellaneous</u>

- It shall be the practice of all parties in interest to conduct meetings and hearings under this Article in private at times which do not interfere with assigned duties.
- All staff members, including the aggrieved, shall continue under the direction of the administration until such grievance is resolved.
- 3. Board decisions shall be final and binding on the grievances concerning:
 - a. Any matter for which a specific method is prescribed and expressly set forth by law, by rules or regulations having the force of law, or rules or regulations of the State Commissioner of Education or
 - b. The termination of services or failure to reemploy any probationary teacher or
 - c. A complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure either is not possible, or is not required or

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.3 ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

- d. Any matter which according to law is either beyond the scope of Board authority, or limited to the unilateral action by the Board alone.
- 4. If in the judgment of the Association, an alleged grievance affects a group or class of teachers, the grievance procedure shall commence with the Superintendent of Schools. The building principal(s) shall be consulted prior to the submission of said grievance.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.4 ARTICLE IV - TEACHING HOURS AND TEACHER LOAD

A. Teacher Day

Check-in Procedure

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.

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.

2. Length of School Day

The total required school day for teachers in the Elementary, Middle and Senior High Schools shall not exceed seven and one half (7-1/2) hours. On Fridays teachers shall not be required to remain in excess of ten (10) minutes after students have left school except in the event of an emergency as determined by the administration.

B. Teaching Load

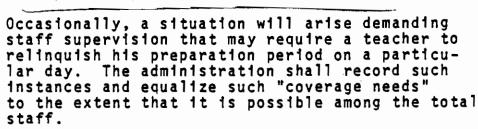
Middle School and High School

- a. The normal weekly teaching load shall not exceed five class assignments.
- b. In the event a 6th class assignment becomes necessary the administration will solicit volunteers. The criteria for the selection of the individual teacher shall be such as it does not conflict with the instructional requirements and is in the best interests of the educational program. At the time five teachers are assigned to a 6th period class in a departmental area, the Board shall hire an additional teacher for that area for the following school year, unless there is no longer a need for the five extra class assignments. The final selection of the teacher assigned to a 6th class rests with the Board. The teacher shall be compensated at a fixed fee of \$750.00.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.4 ARTICLE IV - TEACHING HOURS AND TEACHER LOAD (Cont.)

c. Each classroom teacher shall have designated preparation time equal to 1/5 of the time spent in teaching. This preparation time shall be calculated on a weekly basis. The Board recognizes that team planning is essential to the success of team teaching. Consequently, where ever and insofar as possible, the administration will provide two (2) of the five (5) preparation periods per week for team planning.



- d. Each classroom teacher shall receive a duty free lunch period based on the same time allotment provided students for lunch periods.
- e. The administration may assign non-teaching duties for the remainder of the school day (7-1/2 hours) to meet the needs of the school program.
- f. The administration may decrease teaching loads according to the needs of the curricular or the extra-curricular programs.
- g. Teachers working with the Middle or High Schools 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.

2. Elementary Schools

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

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

ARTICLE IV - TEACHING HOURS AND TEACHER LOAD (Cont.) 4.4

- c. Elementary teachers may leave their classroom for preparation time when specialists are teaching their students. When necessary in the judgment of the principal, preparation time may be used for purposes other than preparation.
- d. The administration may assign non-teaching duties for the remainder of the school day (7-1/2 hours) to meet the needs of the school program.

Meetings

- 1. 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.
- 2. Teachers may have the opportunity to suggest school related topics for inclusion as items in the agenda.

Special Assignments

- Special Curriculum Studies and Projects may be 1. established by the administration and recommended to the Board of Education for approval. Said studies and projects are limited to those tasks which: are begun but cannot be completed during the school day as per Article IV-A and B; (2) result in a written proposal or report and/or an in-service day presentation; and (3) do not occur as an integral part of one's duties for which compensation is already being received via a contracted salary guide. Teachers who are assigned to complete special curriculum studies and projects will be compensated at the rate of \$ 6.00 per hour.
- 2. Staff members will be notified of special assignments by building administrators in writing. Assignment notification for a project will include:
 - A description of the project
 - ь.
 - The length of time necessary to complete The method of determining successful completion c.
 - The date the assignment is to be completed.
- 3. A staff member who accepts a special assignment and the conditions will notify his Unit Administrator in writing.
- The Superintendent of Schools shall authorize remu-4. neration upon completion of the project in accordance with the criteria listed in Article IV, Section D, item 2. 10

POLICY POLICY

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.5 ARTICLE V - NON-TEACHING DUTIES

A. Intent

Determination of what non-teaching duties shall be performed by teachers shall remain the province of the Board. The Board and the Association are aware that teaching is a teacher's first responsibility and to that end the Board shall strive to keep non-teaching duties to a minimum. However, the Board and the Association ask all teachers to take cognizance of the fact that certain such non-teaching duties are inherent in the teaching function. It is understood that non-teaching duties are those which do not require teacher preparation time.

B. Application

Teachers shall not be required to:

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

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.6 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 monies deducted from their monthly gross salary and deposited with the Gloucester County Teachers Federal Credit Union. Notification to the Secretary of the Board from the Credit Union authorizing the payroll deductions and amount shall be made no later than five (5) weeks after adoption of the salary scale, with deductions to begin at the next pay period. Monthly deductions are to remain constant.
- D. 1. 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.
 - 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.
- 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.
- F. Salaries of extra-curricular activities sponsors, athletic coaches, team leaders and department chairpersons covered by this agreement are set forth in schedules B - C - and D which are attached hereto and made part thereof.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.6 ARTICLE VI - SALARIES (Cont.)

Individuals may not assume duties under this contract unless informed by the Board of Education, in writing, annually of their employment.

The Board of Education reserves the right to add or delete positions from the aforementioned schedules. Notification of deletions of positions shall be made prior to the starting date of the activity.

- G. The Superintendent of Schools will authorize payment of extra-curricula and co-curricula salaries upon completion of the service with the following exceptions:
 - Sponsors of activities which continue throughout the school year shall be paid semi-annually (February- June).
 - Short term Club sponsors will be paid after the completion of the activity, either January or June.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.7 ____ARTICLE VII - TUITION REIMBURSEMENT

A. Eligibility

- Only teachers possessing a regular New Jersey State teaching certificate will be eligible to participate in the program of professional development and improvement.
- There may be circumstances when the Board requests to have a teacher become certified in another area, or have a teacher take a specific course to meet a need, in which the teacher involved will be eligible for full participation in the Board's program for professional development.
- 3. A teacher will not be eligible to participate in the Board's program for professional development if costs are paid by an outside agency. However, if the teacher receives financial assistance from an outside agency which does not cover the complete course costs, the Board shall pay the difference, not to exceed the tuition reimbursement limitation.

Requirements

- The Board will reimburse a teacher for graduate courses in one's area of employment which are offered at an accredited institution of higher education.
- 2. Graduate courses may be taken to increase one's know-ledge in his area of employment or to keep abreast of current trends in his area of employment, or to ful-fill the needs of a Master's or Doctoral programs.
- Graduate courses taken solely to gain a specialization in another discipline, or for obtaining certification in other areas such as administration, guidance, etc., would not be eligible for reimbursement.
- 4. The Superintendent must approve all courses in advance of enrollment. In the event of extenuating circumstances undergraduate credits may be taken.

C. Reimbursement

1. The Board will reimburse teachers for tuition, fees and books up to four hundred dollars (\$400.00) in one given school year, July 1 - June 30th.

POLICY .

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.7 ___ARTICLE_VII - TUITION REIMBURSEMENT (Cont.)

Payment for approved courses shall be made contingent upon the receipt of passing grades, C or better, and appropriate receipts for tuition, fees and books. Non-tenured teachers willingly leaving the school system shall reimburse the Board for all tuition reimbursement granted during the current school year.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.8 ARTICLE VIII - VOLUNTARY AND INVOLUNTARY TRANSFERS

A. General

The Board and the Association recognize that changes in grade assignments and changes in subject assignments and transfers between schools will be necessary. Decisions affecting teachers in regard to transfers and reassignments shall rest with the Board. The decision of the Board as to the filling of all vacancies shall be final.

B. <u>Notification of Vacancies</u>

Posting

As soon as practical the Superintendent shall post in all schools a list of known vacancies as they occur.

2. Filing of Requests

A teacher may apply for a position at any time. Application must be made in writing to the Super-intendent of Schools. Applications will be considered should a vacancy occur either during the school year or during the summer. Applications shall be renewed annually at the start of each school year.

C. <u>Voluntary Transfers</u>

1. Criteria for Reassignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the indvidual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily capriciously, or without basis of fact.

2. Notification of Assignment

As soon as practical the Superintendent shall notify all teachers who have been reassigned or transferred Change made after the last day of school shall be followed by notification to the teacher by certified mail to his/her address.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.8 ARTICLE VIII - VOLUNTARY AND INVOLUNTARY TRANSFERS (Cont.)

D. Involuntary Transfers

Criteria

In making an involuntary transfer, or reassignment, the conveniences 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 students. When such assignment is necessary a teacher's area of competence, major or minor field of study, and length of service shall be considered.

2. Notice

Notice of an involuntary transfer and/or reassignment shall be given to teachers as soon as practical and, except in cases of emergency, not later than five (5) days following the Board's regular May meeting.

3. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

CHAPTER FOUR: ____SCHOOL_ORGANIZATION, PROFESSIONAL STAFF

4.9 ARTICLE IX - TEACHER EVALUATION

A. Responsibility

Teacher evaluation is the responsibility of the Board and formal evaluations shall be conducted by administrative personnel. However, the Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms, that the means of evaluating should be discussed between the administration and teacher but the decision regarding the final format rests with the Board. Supervision shall exist for the improvement of instruction.

B. Frequency

Non-Tenure Teachers

- a. All non-tenure teachers shall be formally observed at least four (4) times during the school
 year. A follow-up conference shall be held after
 each observation at which time teacher strengths
 and weaknesses shall be indicated. These observations shall be made by the supervisors or
 administrators under whose jurisdiction the
 particular staff members are assigned.
- b. No later than the Friday following the regular April Board meeting, 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.

2. <u>Tenure Teachers</u>

All tenure staff members are to be observed formally at least twice a year.

C. Reports and Procedure

- Each teacher shall receive two (2) copies of the observation report within fifteen (15) calendar days following an observation.
- The teacher shall retain one copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.9 ARTICLE IX - TEACHER EVALUATION (Cont.)

3. A tenure teacher shall have the opportunity to respond to the written observation with the evaluator. All teachers, if so desired, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign both copies and return one copy to the teacher. The other copy shall be placed in the teacher's personal file.

D. Comprehensive Evaluation

1. Non-Tenure

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.

2. Tenure

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.

Process-Two Steps

a. <u>Initial Phase</u>

The comprehensive evaluation shall consist of a meeting between the teacher and the appropriate administrator(s). 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

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.9 ARTICLE IX - TEACHER EVALUATION (Cont.)

should use this outline to either write out or mentally formulate his own self-evaluation.

b. <u>Second Phase</u>

This comprehensive evaluation shall consist of the administrator(s) drafting a summary statement, after the aforementioned exchange with the teacher reflecting conclusions regarding that teacher's total performance. This statement will pertain only to those matters discussed at the preliminary meeting.

4. Reports and Procedure

- a. Each teacher shall receive two signed copies of the comprehensive evaluation report.
- b. The teacher shall retain one copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.
- c. Should the teacher substantially disagree with the written comprehensive evaluation, he may submit two signed copies of a written statement indicating disagreement. Both copies shall be signed by the evaluator, one copy returned to the teacher, the other to be placed in the teacher's personal file.

5. Review

If dissatisfaction still exists, the teacher may request a meeting with the Superintendent of Schools.

E. Personnel Records

The contents of teachers' files shall remain the discretion of the Superintendent of Schools. No material derogatory to a teacher's conduct or service shall be placed in the teacher's personnel file unless the teacher has the opportunity to review the material. Confidential material originating outside the District as job references or letters of recommendations shall be expunsed from the teacher's personnel file upon reaching tenure in the District.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

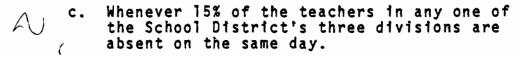
4.10 _ ARTICLE X - SICK LEAVE

A. Accumulative

- 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.
- 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.

B. Statement

- A written reason shall be filed for each sick day absence.
- 2. The Superintendent may, at his discretion, require medical proof under the following circumstances:
 - a. When a teacher has been absent for two (2) consecutive working days;
 - b. When a teacher has been absent four (4) days in any thirty (30) calendar day period;



C. <u>In-School Injury</u>

Payment of sick leave for a service connected disability shall be granted according to the appropriate provisions of N.J.S.A. 18 A. (18A:30-2.1)

D. Prolonged Absence

Payment for prolonged absence beyond the sick leave period shall be granted according to the appropriate provisions of N.J.S.A. 18A (18A: 30-6)

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.11 ARTICLE XI - TEMPORARY LEAVES OF ABSENCE

A. <u>Death</u>

In the event of a death in the immediate family, an allowance of up to five (5) school days leave shall be granted. "Immediate family" shall be defined as mother, father, spouse, child and siblings. An allowance of up to three (3) school days leave shall be granted for the death of grandparents, father-in law, mother-in-law, son-in-law, daughter-in-law and other members of the immediate household, excluding boarders.

B. <u>Personal Leave</u>

1. General

- a. Each teacher shall be granted no more than two (2) days of personal leave of absence with pay for personal business reasons.
- b. Unused personal leave days during the contract year shall be added to a teacher's accumulated sick leave time for the next school year.

2. Definition

Personal leave days are to be utilized only for personal business that cannot be conducted outside the normal work day. Personal leave shall not be taken for pleasure, recreation, job interviews, or to extend vacations, holidays, weekends, and for the first and the last days of the school year.

3. Procedure

- a. An application form for personal leave must be submitted to the Superintendent of Schools for approval through the normal chain of command, beginning with the principal at least four (4) calendar days in advance.
 - 1. A teacher shall be entitled to take one (1) of the two (2) personal days without being required to state a reason other than the leave is for personal business. As to the other personal day, the teacher shall provide a reason in order to permit the Superintendent to render a decision on the request.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.11 ARTICLE XI - TEMPORARY LEAVES OF ABSENCE (Cont.)

- 2. In cases of extreme emergency, requests may be granted immediately by the principal. In the latter case the application form shall be submitted through the normal chain of command within two (2) days after the teacher's return to work.
- Personal business reasons may include but are not limited to:
 - (a) Attendance at funeral services
 - (b) Serious illness or injury within the immediate family
 - (c) Religious holidays where observance prevents the teacher from working on such days
 - (d) Court subpoena
 - (e) Marriage of employee
 - (f) Wedding attendance of son or daughter
 - (g) Attendance at one's graduation exercises or of immediate family
 - (h) Other Reasons (explanation required on form if the day being requested is a personal day for which a reason must be given under Paragraph 3A (1) above).

4. Additional Personal Leave

The Superintendent of Schools may grant additional temporary leaves of absence without pay.

C. <u>Professional Leave</u>

Temporary leaves for Administrator-approved visitation to other schools, or for attending meetings, or conferences, of an educational nature will be with pay.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.12 ARTICLE XII - EXTENDED LEAVES OF ABSENCE

A. Maternity

A teacher shall advise the Board within two (2) weeks of confirmation of pregnancy. Maternity leaves shall be granted without pay to female teachers in the school district. The Board, in consultation with the teacher shall determine the exact date of commencement and termination of such leave. A non-tenured teacher shall be granted a maternity leave to terminate at the conclusion of the school year for which she is under contract.

B. Adoption Leave

Female tenured teachers in the school district adopting an infant child may receive similar leave (A above) which shall commence upon her receiving de facto custody of said infant.

C. <u>Benefits</u>

Any benefit to which a teacher was entitled prior to the extended leave of absence, which are still available, shall be restored to the teacher returning from leave. Teaching experience credit shall be granted for the school year if the teacher was actively employed for six (6) or more months during the school year prior to the maternity leave. However, no teaching experience credit shall be granted for less than six (6) months of active employment.

D. <u>Compliance</u>

The Board hereby agrees to fully comply with Federal and State law decisions including the New Jersey Division of Civil Rights with respect to maternity leave.

E. <u>Military Leave</u>

Military leave shall be granted according to the appropriate provisions of the New Jersey Statutes Annotated, Title 18A.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.13 ARTICLE XIII - SABBATICAL

A. <u>Purpose</u>

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 shall grant sabbatical leaves for the purpose of study.

B. Provisions

- No more than 1% of the professional teaching staff shall be on sabbatical leave during anyone year.
- 2. Sabbatical leaves shall be granted solely for the purpose of study at an accredited institution of higher learning.
- 3. 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.
- 4. The Superintendent shall verify receipt of the written request for sabbatical and his office shall forward the Request For Sabbatical Form for completion.
- 5. The institution and program of studies, the latter must be a minimum of twelve (12) graduate credits, or in cases where extenuating circumstances are exhibited undergraduate credits may be taken, shall be approved by the Superintendent prior to formal Board action on the sabbatical request.
- 6. The teacher shall have completed at least seven (7) consecutive full school years of service in West Deptford Township School District. Teaching experience credit shall be granted towards accumulated sabbatical leave time, if the teacher was actively employed for six (6) or more months during a given school year. However, no teaching experience credit shall be granted for less than six (6) months of active employment.
- 7. Preference shall be given, though not restricted, to study related directly to a teacher's class-room assignment.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.13 ARTICLE XIII - SABBATICAL (Cont.)

- 8. Sabbatical leaves shall be granted for a full year at one-half (1/2) pay or one-half year at full pay.
- 9. Upon return from sabbatical leave, a teacher shall be placed on level of the salary schedule which he would have reached if he had not taken a sabbatical leave.
- 10. 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. The teacher shall signify his understanding of the terms by affixing his signature on the Request For Sabbatical form where the aforementioned is indicated.
- 11. Approval by the Board shall be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
- 12. A teacher on an approved sabbatical leave shall not engage in any form of work, other than the work in which he is engaged at the time of his request for sabbatical, or except in extenuating circumstances as approved by the Superintendent.

4.14 ARTICLE XIV - INSURANCE PROTECTION

The Board shall pay, for each teacher who remains in the employment of the Board for the full school year, single and full family health and major medical coverage, as provided by the Public and School Employees' Health Benefit Act of the State of New Jersey (L. 1964, Ch.125), for the full twelve (12) month period commencing September 1st and terminating August 31.

Any member of the West Deptford Education Association who has not enrolled for Family or Husband and Wife BC/BS coverage for the 1977-78 and 1978-79 school year will receive \$ 100 to be paid in monthly installments from September 1977 to June 1978 and from September 1978 to June 1979 commencing 9/1/77.

CHAPTER FOUR: ___ SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.15 ARTICLE XV - TEACHER WORK YEAR

The Board, through the Superintendent of Schools, may solicit the suggestions and recommendations concerning the school calendar from interested groups. However, the Teacher School Calendar shall contain a maximum of 18B days.

No teacher shall be required to report for work at the beginning of the school year prior to Labor Day.

4.16 ARTICLE XVI - MISCELLANEOUS

A. <u>Tax Sheltered Annuity</u>

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.

B. Use of School Buildings

Subject to sub paragraph I below, the Association and its representatives shall have the right to use school buildings at all reasonable times for meetings. The Superintendent and building principal shall be notified in advance of the time and place of all such meetings.

1. In the event that the Association or members of the bargaining unit engage in behavior on school property which involves such activities as picketing, wearing arm bands or T-shirts, or similar activities, then the use of school buildings shall immediately terminate until such behavior ceases to be engaged upon.

C. Separability

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.

CHAPTER FOUR:

SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.17 ARTICLE XVII - DURATION OF AGREEMENT

A. New Teachers

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.

B. <u>Duration</u>

This Agreement shall be effective as of July 1, 1979 and terminate June 30, 1981, 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.

CHAPTER FOUR: SCHOOL ORGANIZATION, PROFESSIONAL STAFF

4.18 ARTICLE XVIII - SIGNING OF AGREEMENT

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

Ву	Auchan	- Delve	Date	January	24,	197
•	W.D.E.A.	President .	٠,			
Ву <u>(</u>	Linda M	Ruth	Date	January	^ <u>l</u> .,	ָרִי.ִר
	W.D.E.A.	Secretary				

WEST DEPTFORD BOARD OF EDUCATION

By January 24, 1979

W.D. Board of Education

By January 24, 1979

Date January 24, 1979

State of New Jersey County of Gloucester

NOTARY PUBLIC OF NEW JERSEY My commission expires July 11, 1979

29

SCHEDULE A 1979-1980

Salary Guide

Step	Non-Degree	<u>B.A.</u>	BA.+30	MA	M <u>A+30</u>
1	\$ 10,600.	\$ 11,200	\$ 11,500.	\$ 11,800	\$ 12,400
2	11,000	11,600	11,900	12,200	12,800
3	11,400	12,000	12,300	12,600	13,200
4	11,800	12,400	12,700	13,000	13,600
5	12,400	13,000	13,300	13,600	14,200
6	12,800	13,400	13,700	14,000	14,600
7	13,200	13,800	14,100	14,400	15,000
8	13,500	14,100	14,400	14,700	15,300
9	13,900	14,500	14,800	15,100	15,700
10	14,300	14,900	15,200	15,500	16,100
11	14,700	·15,300	15,600	15,900	16,500
12	15,100	15,700	16,000	16,300	16,900
13	15,600	16,200	16,500	16,800	17,400
14	16,000	16,600	16,900	17,200	17,800
15	16,400	17,000	17,300	17,600	18,200
16	16,900	17,500	17,800	18,100	18,700

Teachers who are beyond Step 16 of the Salary Guide for School Year 1979-80 shall receive an increase of \$ 1325.

Longevity increments for service in the West Deptford School System shall be paid as per the following scale:

After completion of 15 years - \$ 300.00

After completion of 20 years - \$ 150.00 Additional;

After completion of 25 years - \$ 150.00 Additional.

SCHEDULE A 1980-1981 Salary Guide

Step	Non-Degree	BA	<u>BA+30</u>	MA	MA+30
1	. \$ 11,325.	\$ 11,925	\$ 12,225.	\$ 12,525	\$ 13,125
2	11,725.	12,325	12,625.	12,925	13,525
3	12,125	12,725	13,025.	13,325	13,925
4	12,525	13,125	13,425.	13,725	14,325
5	12,925	13,525	13,825	14,125	14,725
6	13,525	14,125	14,425	14,725	15,325
7	13,925	14,525	14,825	15,125	15,725
8	14,325	14,925	15,225	15,525	16,125
9	14,625	15,225	15,525	15,825	16,425
10	15,025	15,625	15,925	16,225	16,825
. 11	15,425	16,025	16,325	16,625	17,225
12	15,825	16,425	16,725	17,025	17,625
13	16,225	16,825	17,125 :	17,425	18,025
14	16,725	17,325	17,625	17,925	18,525
15	17,125	17,725	18,025	18,325	18,925
16	17,525	18,125	18,425	18,725	19,325

Teachers who are beyond Step 16 of the Salary Guide for School Year 1980-81 shall receive an increase of \$ 1125.

Longevity increments for service in the West Deptford School System shall be paid as per the following scale:

After completion of 15 years - \$ 300.00

After completion of 20 years - \$ 150.00 Additional:

After completion of 25 years - \$ 150.00 Additional.

1979-80

Salary Guide: Extra Curricular Activities Sponsors

			Steps		
High School Advisors:	1	2	3	4	5
Student Activities Director Advisor	1270	1355	1440	1525	1610
Class of 1982	190	215	240	265	290
Class of 1981	190	215	240	265	290
Class of 1980	365	440	465	490	515
Class of 1979	365	440	465	490	515
Drama Club Director	315	365	415	465	515
Asst. Drama Club Director	190	215	240	265	290
Newspaper	Shall be	paid at the	rate of \$	55, per issue	
, ,	with a m	aximum numbe	er of 10 iss	ues per year.	
Stage Crew	265	290	315	365	415
Asst. Stage Crew ¹	140	165	190	215	240
Key Club	215	225	235	245	255
Key Club Year Book ²	500	600	700	800	900
Asst. Yearbook	325	375	425	475	525
AVA Director	465	565	665	765	865
AVA Assistant	265	315	365	415	465
Band Director	565	765	965	1165	1365
Asst. Band Director	365	465	540	615	690
Band Front Coordinator	365	415	465	515	565
Twirling	315	365	415	465	515
Indoor Guard	265	315	365	415	465
Student Council	425	485	545 .	605 .	665
Yearbook Financial Manager	265	285 '	305 :	325	345
Middle School Advisors:					
Class Advisor 5,6,7,8	140	165	190	215	240
Student Council	425	485	545	605	665
Newspaper		paid at the	rate of \$	40. per issue	
· · · · · · · · · · · · · · · · · · ·		•		ues per year.	
Audio Visual Aids	465	565	665	765	865
AVA Assistant	265	315	365	415	465
School Store	215	225	235	245	255

General Club and Intramural Program

For at least:

8	meetings	\$ 40.00
16	meetings	80.00
24	meetings	20.00
32	meetings	160.00

- 1. If the position is unfilled, the director will receive this compensation at the first step.
- 2. Should it become necessary to revise the yearbook advisor's class assignment schedule the compensation for this position will be re-negotiated.

SCHEDULE B

Salary Guide: Extra Curricular Activities Sponsors

			<u>Steps</u>		
High School Advisors:	1	2	3	4	5
Student Activities Director Advisor	1295	1380	1465	1550	1635
Class of 1983	215	240	265	290	315
Class of 1982	215	240	265	290	315
Class of 1981	390	465	490	515	540
Class of 1980	390	465	490	515	540
Drama Club Director	340	390	440	490	540
Asst. Drama Club Director	215	240	265	290	315
Newspaper		e paid at the			
	with a r	max1mum numbe	r of 10 is	ssues per ye	ear.
Stage Crew .	290	315	340	390	440
Asst. Stage Crew	165	190	215	240	265
Key Club	240	250	260	270	280
Year Book ²	525	625	725	825	925
Asst. Yearbook	350	400.	450	500	550
AVA Director	490	590	690	790	890
AVA Assîstant	290	340	390	440	490
Band Director	590	790	990	1190	1390
Asst. Band Director	390	490	565	640	715
Band Front Coordinator	390	440	490	540	590
Twirling	340	390	440	490	. 540
Indoor Guard	290	340	390	440	490
Student Council	450 ⁻	510	570	630	690
Yearbook Financial Manager	290	310	330	350	370
Middle School Advisors:					
Class Advisor 5,6,7,8	165	190	215	240	265
Student Council	450	510	570	630	690
School Newspaper	Shall be	e paid at the	rate of S	\$ 40. per is	ssue
		maximum numbe			
Audio Visual Aids	490	590	690	790	890
AVA Assistant	290	340	390	440	490
School Store	240	250	260	270	280

General Club and Intramural Program

For at least:

8 meetings	\$ 40.00
16 meetings	80.00
24 meetings	120.00
32 meetings	160.00

- 1. If the position is unfilled, the director will receive this compensation at the first step.
- 2. Should it become necessary to revise the yearbook advisor's class assignment schedule the compensation for this position will be re-negotiated.

SCHEDULE C 1980-81

COACHES! SALARY GUIDE

<u>Position</u>			<u>Steps</u>		
	ļ	2	3	4	5
Athletic Director	1335	1420	1505	1590	1675
Assistant Athletic Director Athletic Trainer	730 1625.	830 1675.	930 1750.	10 30 1925.	1130- 2000:
			· ·		
Football - Head Assistant	1290 730	1375 [*] 805	l 460 880	1545 955	16301 10301
Freshman	710	775	840	905	970-
Basketball - Head	1020	1110	1200	1290	1380-
Assistant	600	670	740	810	880~
Freshman	595	660	725	790	855~
Baseball - Head	870	960	1050	1140	1230-
Assistant	600	650	700	750	800
Freshman	595	645	695	745	795~
Track - Head	920	1010	1100	1190	1280
Assistant	600	650	700	750	800
Soccer - Head	850	930	1010	1090	1170
Assistant	590	650	710	770	830 🗇
Freshman	590	640	690	740	790
Swimming	850	930	1010	1090	1170
Cross Country	570	630	690 -	750	810~
Tennis-Boys/Girls	570	620	670	720	770°
Track - Indoor	540	595	650	705	760- /
Assistant	367	412	457	502	547V
.Golf	500	550	600	650	700
Hockey - Head	850	930	1010	1090	1170
Assistant	590	650	710	770	830
Freshman .	590	640	690	740	790~
Basketbali - Girls - Head	1020	!110	1200	1290	1380/
Assistant	600	670	740 705	810	880
Freshman	595	660	725	790	85 5 °
Softball - Head	870	960	1050	1140	1230
Assistant	600	650	700	750 745	800년 795 년
Freshman	595	645	695	745	7950
Cheerleaders - Head	515	590	665	740	815
Assistant	380	430	480	530	580°
Wrestling - Head	960	1070	1180	1290	1400
Assistant	605	670	735	800	865
Freshman	605	560	715	770	825 ⁷

SCHEDULE D

Compensation - Extra Duty Assignments

HIGH SCHOOL DEPARTMENT CHAIRMEN

			<u>1979-80</u>	1980-81
1.	Base Salary:	First Year	\$ 225.00	\$ 270.00
		Second Year	325.00	370.00
		Third Year	425.00	470.00
		Fourth Year	525.00	570.00

- 2. \$ 60.00 for each teacher in department in addition to the person designated as department chairman.
- 3. \$ 100.00 for Master's Degree in curriculum area of chairmanship.
- 4. \$ 100.00 for responsibility of specialized equipment.

MIDDLE SCHOOL TEAM LEADERS

	buse outury		
	1979-80	<u>1980-81</u>	
1. Step 1	\$ 325.00	\$ 370.00	
2	525.00	570.00	

2. \$ 50.00 for each teacher in the team other than the team leader.

MIDDLE SCHOOL ASSOCIATIVE ARTS

TEAM LEADERS:

Fine Arts

Practical Arts

Physical Education

Base	Sa 1	lary

	1979-80	<u>1980-81</u>
Step 1	\$ 325.00	\$ 370.00
2	425.00	470.00