

DECEMBER 16, 2003

AGREEMENT

BETWEEN

DENNIS TOWNSHIP BOARD OF EDUCATION

AND

DENNIS TOWNSHIP ADMINISTRATOR'S ASSOCIATION

**JULY 1, 2002 - JUNE 30, 2005**

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## PREAMBLE

This Agreement entered into this first day of **July, 2002** by and between the Board of Education of Dennis Township, Dennisville, New Jersey, hereinafter called the Board and the Dennis Township Administrators' Association, hereinafter called the Association.

## ARTICLE 1 BARGAINING UNIT AND DURATION OF AGREEMENT

- A. The Board hereby recognizes the Dennis Township Administrators' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions for all principals, Director of Curriculum and Instruction and Supervisor of Special Education.
- B. This Agreement shall be in force during the period **July 1, 2002 through June 30, 2005**.
- C. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- D. 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.
- E. Any individual contract between the Board and an individual unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

## ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on or before the date established by PERC and by mutual agreement between the parties of this contract. Any agreement so negotiated shall apply to unit members, as indicated in each

clause, be reduced to writing, be signed by the Board and Association, and be adopted by the Board.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals. In support of such negotiations, the Board shall make available to the Association, upon written request, all information in the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. The Board agrees not to negotiate concerning said employee in the negotiating unit as defined in Article 1, A. of this Agreement, with any other organization other than the Association for the duration of this Agreement.
- F. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- G. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any questions or proposal until the procedures within this Agreement are fully exhausted.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. Definition of "Grievance"

A grievance is a claim that there has been a violation of this Agreement by the Association, a unit member or a group of unit members.

B. Purpose

The purpose of this procedure is to secure, at lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure:

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

1. Level One

A unit member with a grievance shall first discuss it with the Chief School Administrator either directly or through the Association's designated representative, with the objective of resolving the matter informally. Any unit member or unit members having a grievance, or the Association must institute the proceedings at this level within twenty-one (21) school days after the unit member, or unit members or the Association know of the grievance.

2. Level Two

If the aggrieved person(s) is (are) not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, he/she (they), or their representatives, may within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the grievance was delivered to the Chief School Administrator, whichever is sooner, appeal the grievance to the Board.

3. Level Three

Upon receipt of a grievance, the Board of Education shall review the decision at the next regularly held Board meeting. The Board shall hold a hearing at that meeting with the employee if requested by the employee and shall render a decision in writing within five (5) school days of the Board meeting. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Chief School Administrator and the Association's designated representative.

4. Level Four

- a. A grievance which remains unresolved to the satisfaction of Association may be submitted to arbitration by the Association within ten (10) school days after the Board's decision. The parties shall use PERC's services and Rules to obtain the appointment of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association's designated representative and hold hearings promptly and shall issue his decision not later than 30 days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of final statements and proofs on the issues that 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 without power or authority to make any decision 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.
- 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 the same.

D. Rights of Unit Members to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected or approved by the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, the Association's designated representative or any other participant in the grievance by reason of such participation.

E. Miscellaneous

1. Decisions rendered at all levels of the Grievance Procedure shall be in writing setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association's designated representative.
2. All unit members, including a unit member who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the Chief School Administrator or other supervisory personnel, regardless of the pendency of any grievance, until such grievance is properly determined.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in the Article.

**ARTICLE 4**  
**UNIT MEMBERS' RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any unit member such rights as he may have under New Jersey School Laws, other applicable law and regulations or Board policy.
- B. Whenever any unit member is required to appear before the Chief School Administrator, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a unit member pending charges shall be with pay. If a decision is rendered in behalf of the Dennis Township School District or against a particular party, all monies shall be repaid from the day of suspension to the date of complete repayment. (Interest to be fixed at prevailing bank rates.)
- C. An employee shall receive a copy of any materials placed into his/her file. The employee may submit written material in response to any materials placed in the file. This response must be received by the Superintendent or his/her designee no later than fifteen (15) calendar days after the employee received the materials. Said response shall be included in the personnel file.

**ARTICLE 5**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association all information and/or data in its possession reasonably related to the obligation of the Association to carry out its bargaining and grievance handling responsibilities.

**ARTICLE 6**  
**WORK YEAR AND VACATIONS**

- A. Work Year

From the first teacher work day in the school year through the last teacher work day in the school year, administrators shall work the teacher calendar. During the period between the last teacher work day in one school year and the first teacher day in the next school year, administrators shall work each weekday except for July 4<sup>th</sup> and Labor Day.

- B. Vacation

- 1. Vacation time will be credited on July 1<sup>st</sup>. An employee in his/her first year of employment will be credited with one (1) day of vacation for each full



month worked in the twelve months prior to July 1<sup>st</sup>. Twelve month employees who have worked more than one (1) year shall be credited with 20 days vacation on July 1<sup>st</sup>.

2. An employee may use vacation time with the written approval of the Superintendent.
3. Upon termination of employment in the District, the employee shall be credited with a prorated amount of vacation leave representing the proportion of time from the last July 1<sup>st</sup> and the date of termination of employment. The Board, may, in its discretion: 1) require the employee to use accumulated vacation days prior to the last day of employment; 2) pay the employee for accumulated vacation days if the employee has fulfilled his/her responsibilities for an orderly transition; or, 3) some combination of 1) and 2).
4. **Effective July 1, 2003, an administrator may carry over a maximum of five (5) days of vacation into the next work year.**

#### **ARTICLE 7** **SALARIES AND MILEAGE**

- A. The salaries for each year of this contract of all unit members covered by this Agreement are set forth in Schedule A..
- B. The Board shall reimburse all unit members' travel incurred at the request of Dennis Township Board of Education or any representative thereof at the IRS mileage rate then in effect.

#### **ARTICLE 8** **SICK LEAVE**

- A. Twelve month unit members shall be entitled to twelve (12) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. New employees shall be credited with one (1) day of sick leave per month for the number of full or part months remaining in the school year as of the first day of work.
- C. Upon retirement, employees shall be compensated for fifty percent (50%) of unused accumulated sick days at a rate equal to one two-hundredth (1/240th) of the employee's salary in his or her final year. Retirement will mean they must

retire under the provision of the Teachers' Pension & Annuity Fund. They must have a minimum of twenty years of service with the Dennis Township Board of Education.

1. Upon retirement, employees shall be compensated for fifty percent (50%) of unused accumulated sick days at a rate equal to one two-hundredth (1/240th) of the employee's salary in his or her final year. **Effective July 1, 2002, the maximum payment under C. shall be \$10,000.** Retirement will mean the employee must retire under the provisions of the Teachers' Pension and Annuity Fund. He/she must have a minimum of **ten (10)** years of service with the Dennis Township Board of Education by the effective date of retirement to qualify for this payment.
2. The maximum number of days to be compensated is **125** days.
3. Payments under C. shall be made in the July following the retirement if written notice of retirement is received by the Board before December 31 in a year. In the event that such notice is later than December 31, the payment shall be made in the second July following the retirement. Disability retirements will be treated as if the December 31 notice had been given.
4. **In order to qualify for a payment under this section, the employee shall provide to the Board a non-revocable letter of intention to retire by the January 30<sup>th</sup> immediately before the effective date of retirement.**

**ARTICLE 9**  
**TEMPORARY LEAVES OF ABSENCE**

- A. It is recognized that while the following leaves are available when necessary, the typical employee will not be expected to take every possible leave day.
- B. Up to three (3) days' leave of absence for personal, legal, household, business, or family matters which require absence during school hours. Application to the Chief School Administrator for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. If two (2) unused personal days remain at the end of the year, one (1) personal day will be converted to sick leave. Personal days should not be included with holidays or vacation days.
- C.
  - 1. Up to five (5) days at any one time in the event of death of a unit member's spouse, child or parent .
  - 2. Up to three (3) days at any one time in the event of death for any other immediate member of the family of the unit member. "Immediate family member" to include: aunt, uncle, niece, nephew, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents (either by blood or marriage) and grandchildren.
- D. Time necessary (up to two weeks) for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A unit member shall be paid his regular pay in addition to any pay which he received from the State or Federal government.
- E. Other leaves of absence with pay or without may be granted by the Board for good reason.

**ARTICLE 10**  
**EXTENDED LEAVES OF ABSENCE**

- A. Any regular employee who may enlist or be conscripted into the Armed Services of the United States, during a declared military emergency, for service or training, shall be granted a military leave. If one leaves the Armed Forces, at the first possible opportunity after the military emergency has been canceled or after the cessation of hostilities, one shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary policy, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military

service and not be later than ninety (90) days from the date of said release or discharge.

B. Child-Rearing Leave

1. Application for child-rearing leave shall be made if at all possible at least three (3) months prior to the anticipated birth of the child. Application shall be on forms provided by the Board.
2. Child-rearing leave shall be granted to employees for an amount of time up to and including the balance of the school year during which the child is born. The employee may apply for an additional year of child-rearing leave. The employee shall indicate in writing the amount of time desired for the leave in accordance with B. 1. before the April 1 preceding the additional full year.
3. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 2., and such leave shall commence by the date on which the employee obtains custody of the child. Notice shall be given to the Board at least sixty (60) days prior to the anticipated date of custody if possible, or as soon as the date is known.
4. Returns from said leaves shall occur on the first day of a marking period if the employee on leave has given the Board written notice of an intention to return at least forty-five (45) days before that date.
5. Extensions of child-rearing leave may be granted by the Board under Article 9, E.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the unit member's immediate family. Additional leave may be granted at the discretion of the Board. See Article 9, E.

D. Benefits

All accumulated benefits to which a unit member is entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.

- E. Employees required to perform jury duty shall receive their full pay, minus the amount paid by the Courts, for the time which they serve.

**ARTICLE 11**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. Pay and Expenses for Required Training

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions which an employee is requested by the Board to take.

- B. **Each full-time unit member shall be reimbursed up to \$2,000 annually** for the purposes of workshops, conventions and **tuition for professional course work. The maximum number of graduate credits to be reimbursed in a year (July 1 through June 30) is twelve (12).** Application for use of these monies shall be in writing and must be approved in writing by the Superintendent in advance.

**ARTICLE 12**  
**INSURANCE COVERAGE**

- A. Insurances shall be provided to unit members under the same terms that insurances are provided to eligible teachers under the Board-DTEA Agreement.

**ARTICLE 13**  
**DUES**

**The Board of Education shall contribute \$500 annually to a full-time unit member's NJPSA dues.**

**ARTICLE 14**  
**MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, social economic status, ancestry, marital status, or age.
- B. Copies of this Agreement shall be duplicated or professionally printed within 30 days after ratification by both parties at a cost shared equally by the Association and the Board of Education.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed and executed, and signed by their respective presidents and attested by their secretaries on the \_\_\_\_\_ of \_\_\_\_\_ 2003.

**DENNIS TOWNSHIP  
ADMINISTRATORS' ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**DENNIS TOWNSHIP  
BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

APPENDIX A  
SALARIES

<u>ADMINISTRATOR</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
DiCarlo	\$80,122	\$83,326	\$86,660
LaRosa	\$71,742	\$74,612	\$77,596
Driscoll	\$67,600	\$70,304	\$73,116
Jacqueline-McCourt	\$69,082	\$71,845	\$74,719

ADVANCED DEGREE STATUS

Beginning with the date following attainment of the requisite credits or degree set forth below, the administrator shall receive the relevant salary shown above plus the relevant amount shown below.

MA+30	\$1,040
MA+45	\$2,080
DOCTORATE	\$2,600

MINIMUM ENTRY LEVELS

TITLE	2002-2003	2003-2004	2004-2005
Principal	\$69,300	\$70,300	\$71,300
Director	\$67,200	\$68,200	\$69,200
Supervisor	\$65,100	\$66,100	\$67,100