

The
Dunellen ADMINISTRATORS
association

And the

Dunellen board of education

July 1, 2004 – June 30, 2007

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PREAMBLE

WHEREAS: This Agreement is entered into this first day of **July, 2004**, between the Board of Education of Dunellen, the Borough of Dunellen, New Jersey, hereinafter called the "Board" and the Dunellen Administrators Association, hereinafter called the "DAA".

ARTICLE I

RECOGNITION

A. UNIT

Pursuant to Chapter 303 Public Laws of 1958, the Board of Education of Dunellen, New Jersey, recognizes the Dunellen Administrators Association as the exclusive representative for collective negotiations concerning grievance and terms and conditions of employment of the twelve month contractual Principals, Assistant Principal, Director of Student Personnel Services, and Director of Curriculum and Instruction.

B. DEFINITION OF A DAA MEMBER

Unless otherwise indicated, the term DAA member when used hereinafter in this agreement shall refer to all professional employees represented by the DAA in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Laws of 1958, in a good faith effort to reach agreement of DAA members' employment. Such negotiations shall commence as per Public Employment Relations Commissions regulations. Any agreement so negotiated shall apply to all DAA members and be reduced to writing.

B. SELECTION OF NEGOTIATORS

Neither party, in any negotiations, shall have any control of the negotiating representatives of the other party. The parties mutually pledge that the representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

C. EXTENT OF AGREEMENT

This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

D. MODIFICATION OF AGREEMENT

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.

E. PRINTING OF AGREEMENT

Copies of this agreement shall be reproduced at the expense of the Board after agreement with the DAA on format within thirty (30) days after the agreement is signed. The DAA will prepare the agreement for reproduction.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the DAA all public information concerning the educational program and the financial resources of the school system that shall assist the DAA in matters under discussion.

B. USE OF SCHOOL BUILDINGS

The DAA and its representatives shall have the privilege to use school buildings for meetings.

1. The Superintendent shall be notified in advance of the time and place of all meetings.
2. Association meetings, scheduled during school hours, must have the consent of the Superintendent of Schools.

C. USE OF SCHOOL EQUIPMENT

The DAA shall have the privilege to use school facilities and equipment and shall pay for the cost of all materials and supplies necessary for any activities conducted therein.

D. ADVISORY STATUS IN NEGOTIATIONS

During the course of negotiations with all other employee representative units, the DAA may be asked to advise the Board on administrative implications of negotiated language under consideration for agreement before such agreement is reached.

At no time shall a DAA member be required to act as negotiator for the Board or to be present during negotiation sessions with other employee representatives, but may be present voluntarily if requested.

ARTICLE IV
PROFESSIONAL GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to DAA members.

B. DEFINITIONS

1. A "grievance" is an allegation by a DAA member(s) that his/her/their rights regarding the interpretation and application of policies, the agreement, or an administrative decision affecting him/her/them, has/have been violated
2. An aggrieved person is the person or persons initiating the action.
3. Immediate supervisor shall mean the person to whom the aggrieved person is directly responsible and, in the case of the Director of Student Personnel Services, the immediate supervisor shall be the Superintendent of Schools.
4. All concerned shall endeavor to secure a rapid and equitable determination to DAA members grievances at the lowest possible level through regular administrative channels without interfering with the normal school operation and procedures and shall be kept as informal and confidential as possible.
5. DAA must participate in all hearings
6. If a DAA member(s) does not file a grievance in writing with his/her immediate supervisor or the Superintendent of Schools within twelve (12) working days after the occurrence, then the grievance shall be considered waived
7. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved person(s) to proceed to the next level.
8. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the DAA member(s) of the decision at that level.

9. Time limits specified within the procedure may be waived with the written consent of the aggrieved person(s), his/her/their representative, and the Superintendent at each level.
10. All decisions shall be in writing with supportive reasons provided.
11. During periods when school is not in session, time limits specified shall be considered as weekdays.
12. The Board of Education and DAA shall pay the costs, fees, and expenses for arbitration on a fifty-fifty (50-50) basis.
13. The following procedure shall be followed to secure the services of an arbitrator:
 - a. Either party may institute a request to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the New Jersey Public Employment Relations Commission to submit a second list of names.
 - c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) days of receipt of the second submitted list of arbitrators, the New Jersey Public Employment Relations Commission may be requested by either party to designate an arbitrator.
 - d. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision as promptly as possible following the close of the meeting. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, fact reasonings, and conclusions on the issues submitted and shall be binding on both parties.
 - e. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement or to order changes in violation of school law and state law, and Board Policy.
14. It is understood that the DAA member(s) during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect hereof shall have been fully determined.

C. PROCEDURE

1. LEVEL I (Informal)
 - a. A DAA member(s) having a grievance shall within twelve (12) working days of the occurrence, or the time s/he would be reasonably expected to

know of its occurrence, institute action under the provisions of this agreement.

- b. A DAA member(s) shall first discuss his/her grievance with his/her immediate supervisor personally accompanied by a DAA representative in an attempt to resolve the matter informally. A reply will be issued within five (5) working days.

2. LEVEL II (Formal)

- a. If the matter is not resolved to the DAA grievant(s) satisfaction at Level I, the DAA member(s) may, within five (5) school days of that decision, invoke formal grievance procedures with his/her immediate supervisor on the form provided, signed by the grievant and the DAA representative
- b. One copy of the grievance shall be given to the DAA member's (s') immediate supervisor and one to the DAA representative.
- c. The written grievance should specify:
 - 1. The nature of the grievance;
 - 2. The nature and extent of the injury, loss, or inconvenience;
 - 3. The results of previous discussions; and,
 - 4. The basis of dissatisfaction with the previously rendered decision.

3. LEVEL III

- a. If the grievant(s) is/are not satisfied with the written disposition of the grievance by his/her/their immediate supervisor or if no written disposition has been made within five (5) school days, the grievance shall be transmitted to the Superintendent of Schools or the Board, dependent on the grievant(s)' level
- b. The Superintendent or the Board shall review all pertinent documentation, and such hearings as deemed necessary shall be held.
- c. Within ten (10) school days after receipt of the grievance, the Superintendent or the Board shall meet with the DAA member(s) and the DAA.

4. LEVEL IV

- a. If the grievant(s) is/are not satisfied with the disposition of the grievance or if no disposition has been made within the required ten (10) school days, the grievance shall be transmitted to the Board by filing a written copy with the President of the Board. Disposition of the grievance in writing shall be made within twenty (20) school days of such filing, except during September to December where thirty (30) working days will be allowed. Copies of such disposition should be furnished to the DAA member(s) and to the DAA.

5. LEVEL V

- a. If the Board of Education, the aggrieved DAA member(s), and the DAA shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) school days after the decision of the Board be appealed to binding arbitration. Such appeal shall be delivered within a ten (10) school day period or the grievance shall be abandoned.

ARTICLE V

ADMINISTRATOR EMPLOYMENT

A. WORK YEAR CALENDAR

1. The development of the school calendar is a Board responsibility. However, the DAA should be consulted for suggestions or recommendations.
2. DAA member(s) are entitled to fifteen (15) guaranteed holidays per year. The holidays will be set by the Superintendent and the DAA president on a yearly basis and will include at least two (2)-floating holidays.

B. VACATION-VACATION ACCUMULATION

1. DAA members will receive twenty-two (22) vacation days. DAA member(s) with five (5) years of service in Dunellen as an administrator shall be eligible for twenty-three (23) vacation days. An administrator(s) with ten (10) years of service in Dunellen as an administrator shall be eligible for twenty-four (24) vacation days.
2. DAA member(s) shall have the option of utilizing up to five (5) days of his/her/their vacation during the actual school year with the approval of the Superintendent, except in case of an emergency where one (1) unapproved day may be taken. DAA member(s) shall be notified of request approval within five (5) school days of making request.
3. Should conditions prevail which cause a DAA member to be unable to utilize his or her full vacation allotment, then s/he/they shall be allowed to accrue vacation days to a total not to exceed twenty-five (25) in addition to the current year's allotment. Accrued days will be reimbursed when the DAA member(s) separates from the district.
4. Vacation days shall accumulate on a pro-rata basis for all new employees. Pro-rata will be determined by dividing the number of vacation days to which a person is entitled by the work year (12 months).

DAA member(s) shall have the ability to take vacation "up front," but it is understood that the vacation time is earned on the pro-rata basis.

An employee having taken "up front" vacation time, and not completing the

contract year, will be obligated to reimburse the Board of any and all vacation time not accrued by the above formula.

C. REIMBURSEMENT OF UNUSED VACATION

1. If a DAA member with more than one (1) year of service terminates his/her employment in the district before taking all or part of his/her earned vacation, s/he shall be reimbursed for such time at the rate of 1/206th of his/her year's salary for each day.

D. PAYROLL DEDUCTIONS

1. DAA member(s) may elect to participate in all or part of any voluntary payroll deduction plans as may be established by the Board.
2. The Board shall insure that all such deductions are properly remitted to the appropriate agency according to the established remittance schedule in the name of the DAA member(s).

E. SALARIES

1. The salaries of all DAA members covered by this agreement are set forth by the administrative salary schedule attached hereto and made a part hereof.
2. DAA members shall be notified of their contract salary status for the ensuing year no later than April 30th.
3. Direct deposit will be available to DAA members.

F. PROFESSIONAL DUES

1. Membership dues for DAA members in the National, State, and County Principal's or Administrator's Association shall be paid by the Board of Education.
2. A sum not to exceed a total of three hundred fifty dollars (\$350.00) will be allotted for professional association membership dues for DAA members with Superintendent's approval.

G. MILEAGE REIMBURSEMENT

1. Members of the DAA shall be compensated at the current district rate for the use of their private vehicles while on school business.
2. Mileage reimbursement shall also include, in addition, any necessary tolls which must be paid by the member.

H. HEALTH INSURANCE AND DENTAL PLAN

1. After the first year of employment, the Board will provide to members of the DAA, their spouse and unmarried dependent children a program of hospital, medical, and surgical insurance as provided by Blue Cross/Blue Shield, Rider J, and Major Medical insurance or equivalent program. The Board agrees to pay the full premium for eligible DAA members and their dependents (spouse and unmarried dependent children). This is available only to those employed for the 1995-96 school year. Beginning July 1, 1996, the Board will pay for a "DPP" managed care plan for all newly hired DAA members and dependents. Other forms of coverage will be available, but the DAA member will be responsible for the additional premium.
2. The Board also agrees to provide for employees covered by the agreement a dental plan from the Horizon Blue Cross/Blue Shield of New Jersey, or an equivalent program, the cost of which shall be paid by the Board of Education with the following limitations:
 - a. The Board of Education will provide single dental coverage at no cost to DAA members. DAA members may choose to upgrade to family coverage at a rate not to exceed the rate charged to other bargaining units (DAA members will pay the differential between single and family, single and parent/child, or single and husband/wife).

I. SICK LEAVE

1. Members of the DAA shall receive one day of sick leave for each contractual month of employment.
2. All unused sick leave shall be accumulative.
3. Members of the DAA shall be given an annual written accounting of their accumulated sick leave.
4. Eligible employees are entitled to payment for all unused sick days. Payment shall be at the following rate:

2004-2005	\$30.00 per day up to 99	\$60.00 per day above 99
2005-2006	\$35.00 per day up to 99	\$70.00 per day above 99
2006-2007	\$40.00 per day up to 99	\$80.00 per day above 99

To be eligible, an employee must have worked in the district for 15 years and must retire from the Teachers Pension and Annuity Fund or in the district for over 10 years and retire with 25 years in the TPAF.

J. DUTY FREE LUNCH PERIOD

1. All members of the DAA shall be entitled to a duty free lunch period of up to forty minutes in duration.

K. ANNUAL PHYSICAL EXAMINATION

1. The cost of an annual physical examination shall be provided by the Board of Education. The cost of such a physical examination shall not exceed two hundred fifty dollars (\$250.00) per year per member. This money is only to be used for costs not covered by the member's insurance plan.

ARTICLE VI

ADMINISTRATOR EVALUATIONS

A. PROCEDURES

1. The DAA member and the evaluator shall sign all evaluations. A copy is to be placed in the DAA member's personnel file following a conference with the evaluator.
2. Evaluations of tenure and non-tenure administrators shall be conducted as outlined by State Statute.

ARTICLE VII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PROFESSIONAL MEETINGS

1. DAA members shall be allowed to attend professional meetings on days when school is in session for purposes of educational development and educational improvement with the approval of the Superintendent.
2. DAA Professional Development account shall be established and continued on a yearly basis. This account shall be used to provide funding for members to attend national, state and local conferences and/or workshops. This account shall be funded at a level of five hundred dollars (\$500.00) dollars yearly. The association shall submit to the Superintendent, for approval, a list of members and the conferences that they will be attending.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

- A. The DAA members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Four (4) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least two (2) days before taking such leave, except in the case of an emergency.
 2. Time necessary for appearances in any legal proceedings required by the courts relative to school affairs as well as Summons to Court other than personal reasons.
 3. Additional Leaves
 - a. Up to five (5) days at any one time in the event of death of a DAA member's spouse, child, grandparent, parent, brother, sister, and any relative residing in the immediate household.
 - b. With the approval of the Superintendent, up to five (5) days at any one time in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
 - c. Up to a total of five (5) days at any one time in the event of serious illness of the relatives defined in 3. a. above.
 - d. With the approval of the Superintendent, up to five (5) days at any one time in the event of serious illness of the relatives defined in 3. b. above.
 4. The Board of Education reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.
 5. All unused personal days shall be added at the end of each year to accumulated sick leave.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

- A.** All applications, extensions, or renewal of leaves shall be applied for in writing and the disposition shall be in writing. Applications shall be made to the Superintendent.

ARTICLE X

MISCELLANEOUS PROVISION

A. TEACHER OBSERVATION

1. Members of the DAA, with the permission of the Superintendent, shall have the authority to decide when they will visit classrooms to observe and/or evaluate teachers. This may be done with notice, without notice, by request of the Superintendent, or on occasion by teacher request.
2. It shall be a joint administrative effort to determine procedures and format regarding all teachers' observations and evaluations. This effort will be the responsibility of the Superintendent's central office.
3. Evaluations will, unless excused by the Superintendent, be completed in accordance with the schedule as determined by the Superintendent.

B. BOARD/STAFF RELATIONS COMMITTEE

1. Representatives of the Board and the Association shall meet, from time to time as circumstances warrant to discuss matters of mutual concern. Either party may request such a meeting.
2. Upon request by either party, a meeting shall be scheduled within two weeks, or as soon thereafter as possible.

ARTICLE XI

DURATION OF THE AGREEMENT

A. DURATION PERIOD

This agreement shall be effective as of July 1, 2001, and shall continue effect until June 30, 2004, subject to the DAA's right to negotiate over a successor agreement as provided herein. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. SALARY SCHEDULE

1. Salary Guide

a. Director of Student Personnel Services

July 1, 2004 - June 30, 2005	\$104,202
July 1, 2005 - June 30, 2006	\$108,891
July 1, 2006 - June 30, 2007	\$113,791

b. Director of Curriculum & Instruction

July 1, 2004 - June 30, 2005	\$109,972
July 1, 2005 - June 30, 2006	\$114,920
July 1, 2006 - June 30, 2007	\$120,092

c. Faber School Principal

July 1, 2004 - June 30, 2005	\$97,500
July 1, 2005 - June 30, 2006	\$101,887
July 1, 2006 - June 30, 2007	\$106,472

d. High School Assistant Principal

July 1, 2004 - June 30, 2005	\$78,825
July 1, 2005 - June 30, 2006	\$82,372
July 1, 2006 - June 30, 2007	\$86,078

e. High School Principal

July 1, 2004 - June 30, 2005	\$108,928
July 1, 2005 - June 30, 2006	\$113,830

July 1, 2006 - June 30, 2007

\$118,952

2. All salaries shall be retroactive to July 1, 2004. Distribution shall occur in August, 2004 for all retroactive compensation. The Board reserves the right, in the event of vacancies, to negotiate salaries with new employees upon initial employment or placement. The indicated salaries are for incumbents and their predecessors only.

In witness whereof, the parties have affixed their respective signatures on this 30 day of July, 2004.

For the Association

For the Board of Education

President, DAA

President, Board of Education

Board Secretary