AGREEMENT

BETWEEN

THE DOVER BOARD OF EDUCATION

AND

THE BUILDING ADMINISTRATORS OF THE DOVER PUBLIC SCHOOLS

JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE 1 RECOGNITION

The Board recognizes the Building Administrators Committee as the representative for collective negotiations for personnel in the Dover Public Schools employed in the following positions: Principals, Vice Principals, Directors, and Department Supervisors.

The parties acknowledge that effective July 1, 2020 all IO-month administrative positions will be eliminated, and all 10-month supervisors will become 12-month supervisors.

ARTICLE II

A. BASE SALARY SCHEDULE FOR ADMINISTRATIVE POSITIONS*

| Principals | Alignment | 2019-2020 | 2020-2021 | 2021-2022 |
|-----------------|-----------|-----------|-----------|-----------|
| Franks | DHS | 163,328 | 167,902 | 172,603 |
| Jaime | EDE/DMS | n/a | 133,000 | 136,724 |
| Marion | ASE | 131,519 | 135,202 | 138,988 |
| Pandolfo | NDE | 132,846 | 136,566 | 140,390 |
| Vice Principals | | | | |
| Carlton | ASE | 130,390 | 134,041 | 137,794 |
| Gannaio | NDE | 134,670 | 138,441 | 142,317 |
| McAuley | DMS | 103,291 | 106,184 | 109,157 |
| Quinones | DHS | 116,037 | 119,287 | 122,627 |
| Ruiz | EDE | 96,452 | 99,153 | 101,929 |
| Directors | | | | |
| Bullock | DHS | 116,526 | 119,789 | 123,143 |
| Supervisors | | | | |
| Barabas | DHS | 109,969 | 126,465 | 130,006 |
| Gaynor-Matonti | DHS | 100,316 | 115,364 | 118,594 |
| Gensinger | DHS | 92,593 | 106,482 | 109,464 |
| Heineman | DHS | 94,833 | 109,058 | 112,112 |
| Saulnier | DHS | n/a | 110,000 | 113,080 |
| Spencer | DHS | n/a | 93,000 | 95,604 |

This distribution of salaries reflects the following:

In 2019-2020, a 2.8% increase for each administrator.

In 2020-2021, a 2.8% increase for current 12-month administrators, 15% for 10-month administrators converting to 12 months.

In 2021-2022, a 2.8% increase for all administrators.

The Board and Association agree to develop a salary guide for new hires by December 31, 2020, to be effective July 1, 2021.

All new Administrators and Supervisors to the District will negotiate only their first contract directly with the Board. All current Administrators, who change positions within the District, will negotiate only their first new contract directly with the Board. If either of the above events occur, the Board may not be held to the contractually agreed to salaries of the positions involved. *Each salary increase is to be based upon the recommendation of the Superintendent of Schools as determined by administrative evaluation.

- B. The Board agrees to implement an electronic direct deposit program to wire Administrators and Supervisors payroll checks to the bank designated by each employee.
- C. 12 Month administrators upon attainment of 20 consecutive years of uninterrupted service within the district, shall receive a one-time longevity stipend of \$5,000 in addition to their base salary at the end of the year that the service anniversary is reached.
- D. The Board will permit payroll deductions for union dues with proper employee authorization.

ARTICLE III WORK YEAR/WORKDAY

A. TWELVE MONTH ADMINISTRATORS

The work year shall consist of a minimum of 240 days, inclusive of 13 legal holidays. Sick and Personal Days shall be counted as work days under the 240 requirement. Days taken when school is closed due to snow or scheduled vacations do not count as work days unless the employee is present for a minimum of 6 hours. An exception would be for attendance at a prescheduled school event. For purposes of computing the work year, Administrators who commence employment after July 1 and/or terminate employment prior to June 30 shall have their work year computed on the basis of 19.25 days per month. For payroll purposes, daily salary equals 11240th of the annual contractual salary.

Effective July 1, 2020, the work year shall be from July 1 through June 30. Administrators will follow the teacher calendar between the first student day and the last student day. In addition, administrators will be entitled to the July 4th holiday. For payroll purposes, daily salary equals 11240th of the annual contractual salary.

TEN MONTH ADMINISTRATORS

The work year shall consist of a minimum of 213 days, inclusive of 12 legal holidays. Sick and Personal Days shall be counted as work days under the 213 requirement. Days taken when school is closed due to snow or scheduled vacations do not count as work days unless the employee is present for a minimum of 6 hours. An exception would be for attendance at a prescheduled school event. For purposes of computing the work year, Supervisors who commence employment after September 1 and/or terminate employment prior to June 30 shall have their work year computed on the basis of 19.8 days per month. For payroll purposes, daily salary equals 11200th of the annual contractual salary. Effective July 1, 2020, there will be no ten month administrators, making this paragraph inoperative.

B. Days requested as time offmust be preapproved by the Superintendent of Schools and records maintained in the office of the Board of Education. All Administrators are required to work the five (5) day period immediately preceding the teacher work year at the opening of school.

They are also required to work the two (2) days immediately following the end of the school year.

- C. Administrators recognize that as academic and administrative leaders their work hours may not be governed by 'clock in/clock out' times; they may be required to arrive before other staff members, remain at school after all other staff depart or return for evening programs. Administrators will exercise their professional judgement in determining to do so, however, the Superintendent may direct the attendance of individuals at these events as necessary. In no event shall the work day be less than eight hours, inclusive of lunch. If the District institutes reduced summer hours during July and August, they shall apply to Administrators subject to the other provisions of this paragraph.
- **D.** The parties recognize that there may be unique issues related to the work year schedule of the Athletic Director. The Superintendent and Athletic Director will meet by June 30th of each year to discuss the Athletic Director's work year schedule for the following year.

ARTICLE IV FRINGE BENEFITS - ADMINISTRATORS

- A. Administrators shall be entitled to twelve (12) sick days per year for 12-month employees without loss of pay. All unused sick leave shall accumulate without limit.
- **B.** Personal Days effective July 1, 2002 All 10-month supervisors shall be entitled to two (2) personal days. All 12-month Administrators shall be entitled to three (3) personal days. Approval for these days must be obtained from the Superintendent. These days will be considered work days for accounting purposes only. These may be consecutive days as long

as they do not proceed or follow a vacation period or holidays. Effective July 1, 2020, administrators will be entitled to four (4) personal days,

Personal leave is not accumulative. However, personal leave provided for in Section B above, which is unused as of June 30 shall be added to each administrator's accumulated sick leave each June 30.

C. Compensation for unused sick leave to be received upon retirement after fifteen (15) years of service in the Dover Public School District. Administrators shall be compensated at the rate of \$60 per day to a maximum of \$15,000.

Payment shall be made, after retirement, in equal monthly installments or in lump sum, or in an alternate manner which is mutually acceptable to both the retiree and the Board. In order to receive this benefit, a letter of resignation for purposes of retirement must be received by September 30th of the year preceding the retirement date.

Upon death of a member of this administrative group who has completed fifteen (15) years of continuous service to the Dover School District, said member's beneficiary shall be compensated at the rate indicated above.

- D. Jury duty shall be excused at full pay less the stipend paid by the court.
- E. Maternity leave will be granted in accordance with the New Jersey Division of Civil Rights determination in the case of Miller v. Pequannock or applicable statutes.
- **F.** <u>INSURANCE PROTECTION</u> (subject to the provisions of Chapter 78, PL 2011)
 The Board shall make available for Administrators, Supervisors and their dependents:
 - 1. Group coverage as follows:
 - a. Horizon Blue Cross Blue Shield of New Jersey
 - (1) The Blue Select Plan
 - b. CIGNA Health Care/COMED HMO
 - (1) The Board shall pay for full cost of this insurance protection
 - 2. A Dental Plan will be provided and paid for by the Board for employee only with the maximum annual premium cost increased each year to cover the cost of the plan. Family coverage will be available for purchase at half the employer's actual cost.
 - 3. The Board may change insurance carriers providing substantially equivalent coverage is maintained and the Board will give the association sufficient notification of any intended change.

G. A choice of three (3) Tax Sheltered Annuity Plans with no contribution by the Board will be made available.

H. PROFESSIONAL DUES

1. Payment of dues for professional organizations as recommended by the Superintendent of Schools (12 month only).

I. PROFESSIONAL DEVELOPMENT

- 1. Mileage reimbursement shall be paid at the current 0MB rate for use of an employee's vehicle for school business.
- 2. A spending cap will be recommended by the Superintendent of Schools for any Administrators approved to attend a local or state conference.

J. TUITION REIMBURSEMENT

To provide the opportunity for continued and additional growth in areas of study which should result in benefits to the educational program, an Administrator pursuing graduate study shall be entitled to full reimbursement for all of the cost of accredited courses as detailed below taken between July 1 and June 30 under the following conditions:

- 1. Reimbursement shall include full tuition, fees and other costs.
- 2. In order to receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript or letter from the registrar's office and claim form. The registrant's letter must be followed with the official transcript or grade report. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer of any given year must be granted and have accepted an employment contract for the following year. Reimbursement will be granted only for those courses for which a passing grade has been earned as documented by official transcript. Each applicant is limited to a maximum of twelve (12) credits per year. Not to include any district provided course work.

Reimbursement is limited to courses for which a grade of "A" or "B" has been earned, or a grade of "pass" under a pass-fail system, as determined by an official transcript or grade report.

- 3. Requests to take specific courses shall be submitted to the Superintendent of Schools and approval received, prior to registration. Courses shall be on the graduate level.
- 4. The Board will make every effort to have payment made within sixty (60) days from the date of receipt of complete documentation.

- 5. Full reimbursement for textbooks may be recommended by the Superintendent of Schools, provided that, upon course completion, the texts become the property of Dover Public Schools.
- 6. Employees who resign from the District within one year of receiving tuition reimbursement payments must reimburse the Board 100% of the amount received. Employees who resign from the District within two years of receiving tuition reimbursement payments must reimburse the Board 50% of the amount received.
- **K. BEREAVEMENT DAYS:** Employees shall be entitled to up to four (4) days leave per occurrence, in the event of death in the immediate family. NOTE: "Immediate family" shall mean: father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandchild, grandparent, ex-spouse, domestic partner, or any member of the employee's immediate household.
- L. Employees who leave employment before the end of a school year shall only receive credit for pro-rated sick and vacation time for that year.
- M. VACATION DAYS: Administrators will receive twelve (12) vacation days per year, effective July 1, 2020, which must be scheduled in advance and approved by the Superintendent. Administrators are permitted to carry-over up to five (5) vacation days per year. Ten-month administrators who become twelve-month administrators in July 1, 2020 will receive six (6) vacation days for use in the 2020-2021 school year.
- **N. HALF DAYS:** Effective July 1, 2020, administrators may take sick, personal and vacation days in half day (a.m./p.m.) increments.

ARTICLE V GRIEVANCE PROCEDURE

A. <u>DEFINITIONS</u>

- 1. Grievance A "Grievance" is a claim by a member of the Administrative Unit based upon the interpretation, application, or violation of this Agreement, policies, or administrative decision affecting an Administrator.
- 2. Aggrieved Person An "Aggrieved Person" is a person or persons making the claim.

B. PURPOSE

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

C. PROCEDURE

1. Time Limits

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. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of the time that the aggrieved person knows or should know of its occurrence, otherwise the same shall be deemed to have been abandoned. It is understood that the aggrieved person shall, during and not withstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. <u>Level One</u> - <u>Immediate Supervisor</u> (informal)

Any aggrieved person who has a grievance shall discuss it first with her/his Immediate Supervisor in an attempt to resolve the matter informally at that level.

3. <u>Level Two</u> - <u>Immediate Supervisor</u> (formal)

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved person within five (5) school days, she/he shall set forth her/his grievance in writing within ten (10) school days of the date of discussion to the Immediate Supervisor specifying:

- a. Nature of the grievance
- b. Nature and extent of the injury or loss
- c. The results of previous discussion
- d Dissatisfaction with decisions previously rendered
- e. Relief sought

The Immediate Supervisor must communicate her/his decision to the aggrieved person in writing within five (5) school days of the receipt of the written grievance.

4. Level Three

If the aggrieved person is not satisfied with the disposition at Level Two, or if the aggrieved person is a Building Principal, or if no decision has been rendered within five (5) school days after presentation of the grievance, she/he may present the grievance in writing as outlined in Level Two to the Superintendent of Schools. The Superintendent of Schools shall inform the aggrieved person of her/his decision in writing within five (5) school days after the grievance was presented.

5. <u>Level Four - Board of Education</u>

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after presentation of the grievance, she/he may then present this grievance to the Board of Education within ten (10) days or at the next regularly scheduled meeting of the Board of Education.

b. Within thirty (30) school days after presentation to the Board of Education, the aggrieved party shall meet with the Board of Education or its designee. The Board of Education, or its designee, shall notify the aggrieved of its decision on the grievance within fifteen (15) school days after the meeting.

DOVER BOARD OF EDUCATION

BUILDING ADMINISTRATORS NEGOTIATING COMMITTEE

President

Secretary

VP Negotiations

Negotiations Committee

Date: 11-25-2020