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A G R E E M E N T
BETWEEN
THE
DUNELLEN ADMINISTRATORS ASSOCIATION
AND THE
DUNELLEN BOARD OF EDUCATION
MIDDLESEX COUNTY, NEW JERSEY

76-77

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Labor Relations

JUN 24 1976

RUTGERS UNIVERSITY

WHEREAS:

The agreement entered into this _____ day of _____ 1976, 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 1968, 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 principals, and certificated associated members.

B. Definition of a DAA Member

Unless otherwise indicated, the term DAA members 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 1968, in a good faith effort to reach agreement of DAA members employment. Such negotiations shall begin not later than October 15th of the school year preceding the school year in which this agreement expires or as dictated by existing legislation. 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 selection 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 negotiation.

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 Building

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 such 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, shall pay for the cost of all materials and supplies, necessary for any activities conducted therein.

D. Advisory Status in Negotiations

1. During the course of negotiations with all other employee representative units, the DAA may be asked to advise the Board of Education on administrative implications of negotiated language under consideration for agreement before such agreement is reached.
2. 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 that his rights regarding the interpretation and application of policies, the agreement, or the administrative decision affecting them, 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.
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 does not file a grievance in writing with his immediate supervisor or the superintendent of schools within thirty (30) calendar days after the occurrence then the grievance shall be considered as 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 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 of the decision at that level.
9. Time limit specified within the procedure may be waived only with the written consent of the aggrieved person, his 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 week days.
12. The costs, fees, and expenses for arbitration shall be paid by the Board of Education and DAA 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 American Arbitration Association 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 American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten school days following receipt of the list of arbitrators, a mutually satisfactory arbitrator from the second submitted roster the American Arbitration Association 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 decision as promptly as possible following the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings and 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 or state law and Board policy.

14. It is understood that the DAA members shall 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 1

a. A DAA member having a grievance shall within thirty (30) calendar days of the occurrence or the time he would be reasonably expected to know of its occurrence, institute action under the provisions of this article.

b. A DAA member shall first discuss his grievance with his 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 2 (Formal)

a. If the matter is not resolved to the DAA member's satisfaction at Level 1, the DAA member, may within five (5) school days of that decision, invoke formal grievance procedures with his 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 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.

4. The basis of dissatisfaction with the previously rendered decision.

3. Level 3

- a. If the grievant is not satisfied with the written disposition of the grievance by his immediate supervisor or if no written disposition has been made within five (5) school days, the grievance shall be transmitted to the superintendent or the Board of Education dependent on the grievant's level.
- b. All pertinent documentation shall be reviewed by the superintendent or the Board and such hearings as deemed necessary shall be held.
- c. Within ten (10) days after receipt of the grievance the superintendent or the Board shall meet with the DAA member and the DAA representative and shall indicate the disposition of the grievance in writing to the DAA member and the DAA.

4. Level 4

- a. If the grievant is 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 of Education 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 October to February where thirty (30) working days will be allowed. Copies of such disposition should be furnished to the DAA member and to the DAA.

5. Level 5.

- a. If the Board of Education, the aggrieved DAA member 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 of Education 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. DAA members shall work a 206 day work year.
2. The development of the school calendar is a Board responsibility. However, the DAA should be consulted for suggestions or recommendations.

3. DAA members should be available for work during Christmas and Easter vacations at the request of the superintendent.

B. Vacation - Vacation Accumulation

1. A DAA member shall have the option of utilizing up to five (5) days of his vacation time 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 shall be notified of request approval within five (5) school days of making request.
2. Should conditions prevail which cause a DAA member to lose vacation time he shall be entitled and required to take same during the next year's period and not later than September 1st, of the succeeding school year.

C. Reimbursement for Unused Vacation

If a DAA member, with more than one (1) year service, terminates his employment in the district before taking all or part of his earned vacation, he shall be reimbursed for such time at the rate of 1/200th of his year's salary for each day.

D. Payroll Deductions

A DAA member may elect to participate in all or part of any voluntary payroll deduction plans as may be established by the Board.

1. 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.

E. Salaries

The salaries of all DAA members covered by this agreement are set forth by the administrative salary schedules which are attached hereto and made a part hereof.

1. DAA members shall be notified of their contract salary status for the ensuing year no later than the second Wednesday in April.

F. Professional Dues

Membership dues for DAA members in the National, State, and County Principal's or Administrators Associations shall be paid by the Board of Education.

ARTICLE VI

ADMINISTRATOR EVALUATIONS

A. Procedures

1. All evaluations shall be signed by the DAA member and the evaluator. A copy to be placed in the DAA members personnel file following a conference with the evaluator.
2. Evaluations tenure and non-tenure of 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 approval of superintendent.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

- A. As of July 1, 1973, 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 of schools 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.
 3. a. Up to five (5) days at any one time in the event of death of a DAA member's spouse, child, grandparents, parent, brother, sister, and any relative residing in the immediate household.
b. With the approval of the superintendent of schools, 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 in any one school year, in the event of serious illness of the relatives defined in 3a.
 - d. With the approval of the superintendent of schools, up to five (5) days at any one time, in event of serious illness to relatives defined in 3b.
4. The Board reserves the right to treat separately any case which it deems exceptional and worthy of special consideration.

ARTICLE 3

EXTENDED LEAVES OF ABSENCE

- A. All applications, extensions or renewals of leave shall be applied for in writing and the disapproval shall be in writing. Applications shall be made to the superintendent of schools.

ARTICLE 4

MISCELLANEOUS PROVISIONS

A. Teacher Observation

1. Members of the DAA, with 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 teacher 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 of schools.

ARTICLE XI

DURATION OF THE AGREEMENT

A. Duration Period

This agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1977, 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. Status of Incorporation

In witness whereof the parties hereto have caused this agreement to be signed by their respective president and attested by their respective president on the day and year first above written.

Virginia Kramer
President, Board of Education

John W. Douglas 6/14/76
President, DAA

John Nemeth
Board Secretary

June 15 1976
Date

AMENDED ATTACHMENT:

Dunellen Board of Education and the Dunellen Administrators' Association Agreement.

SALARY RANGES - 1976 - 1977 School Year:

High School Assistant Principal ---\$19,530 - \$25,715

Elementary Principals-----\$18,337 - \$27,492

High School Principal-----\$22,243 - \$29,078

For the 1976-1977 academic year all administrators received an increase of 3.12% with additional adjustments made dependent on salary level and the complexity of the position.

Virginia Kramer
President, Board of Education

John W. Doucett
President, Dunellen Administrators' Association

John Nemeth June 14, 1976
Board Secretary 6-14-76 Date