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AGREEMENT

BETWEEN

THE DOVER BOARD OF EDUCATION

AND

THE BUILDING ADMINISTRATORS OF THE
DOVER PUBLIC SCHOOLS

JULY 1, 2011 THROUGH JUNE 30, 2012

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AND
THE BUILDING ADMINISTRATORS OF THE DOVER PUBLIC SCHOOLS
JULY 1, 2011 THROUGH JUNE 30, 2012

The DOVER BOARD OF EDUCATION
and the
BUILDING ADMINISTRATORS OF THE DOVER PUBLIC SCHOOLS
do hereby agree to the following contract terms for the school year
beginning July 1, 2011 and ending June 30, 2012.

ARTICLE I
(12 Month and 10 Month Administrators)

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

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ARTICLE II

A. SALARY SCHEDULE* FOR PRINCIPAL AND VICE PRINCIPAL POSITIONS

Current Position

<u>Principals</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Delvis Rodriguez			\$120,000	\$120,000
Robert Franks	\$128,845	\$134,514	\$140,433	\$140,433
Vacant				0
Kathryn Rutan	\$104,400	\$108,994	\$113,789	\$113,789

<u>Vice Principals</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Louis Taxiarchou			\$90,000	\$90,000
Teresa Kerr	\$ 99,289	\$103,657	\$108,218	\$108,218
Julie Bello			\$88,740	\$88,740
Jonathan Swack	\$114,538	\$119,578	\$124,839	\$124,839
David Marion	\$ 89,784	\$ 93,734	\$ 97,858	\$ 97,858
Justin Howard				\$85,900

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.

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SALARY SCHEDULE* FOR DIRECTORS AND SUPERVISORS

<u>Directors (12 month)</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	2011-2012
John Gannaio			\$112,789	\$112,789
Sean Bullock	\$ 88,740	\$ 92,645	\$ 96,721	\$96,721
Heather Carlton	\$ 92,346	\$ 96,409	\$100,651	\$100,651
 <u>Supervisors (10 month)</u>				
Theresa Barabas	\$ 83,414	\$ 87,084	\$ 90,915	\$90,915
Tonalee Frame	\$102,606	\$107,121	\$111,834	\$111,834
Mary Lowery	\$102,148	\$106,643	\$111,335	\$111,335
Jenine Hilfiger	\$109,746	\$114,575	\$119,616	\$119,616
Steve Schiffman	\$104,503	\$109,102	\$113,902	\$113,902
Janet Corry	\$ 85,696	\$ 89,466	\$ 93,403	\$93,403
Chris Spilman	\$ 93,486	\$ 97,599	\$101,894	\$101,894

* 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, including Tri-Co.

ARTICLE III

WORK YEAR

A. TWELVE MONTH ADMINISTRATORS

The work year shall consist of 233 days, inclusive of 13 legal holidays. 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 1/240th of the annual contractual salary.

TEN MONTH Administrators

The work year shall consist of 198 days 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 1/200th of the annual contractual salary.

- B. Days requested as time off shall be approved 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.

The remaining five (5) workdays must receive prior approval by the Superintendent or designee.

- C. Advancement of non-work days from ensuing school year may be granted upon approval of the Superintendent of Schools.

- D. A new employee shall negotiate her/his work year and salary for the first contract year only in that position. Should the employee be promoted to another administrative position that would be considered the first contract year.

ARTICLE IV

FRINGE BENEFITS Administrators

- A. Administrators shall be entitled to twelve (12) sick days per year for 12-month employees and ten (10) days for 10-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.

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 rates as follows:

	<u>Rate</u>	<u>Maximum Days</u>	<u>Maximum Payment</u>
Administrators (12 month)	55	265	\$14,575
Supervisors (10 month)	44	220	\$ 9,680

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.

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. **INSURANCE PROTECTION** (*COPAY increases to \$15 Year 2&3 of contract*)
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.

F. INSURANCE PROTECTION-continued

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 at half cost to the employer.

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 those professional organizations as recommended by the Superintendent of Schools (12 Month only)
2. Effective July 1, 1995, upon attainment of tenure as an administrator, said administrator shall be entitled to reimbursement from the Board for annual dues to New Jersey Principal and Supervisors' Association (NJPSA). No dues will be paid for any employee who begins work, as an administrator, after December 1, 2008.

I. PROFESSIONAL DEVELOPMENT

1. Up to two (2) Principals annually may be permitted to attend a national convention, subject to the approval of the Superintendent of Schools and Board of Education. A spending cap will be recommended by the Superintendent of Schools for each request. The Board will reimburse up to 100% of the cost of workshops including travel costs and other expenses connected with the national convention, as permitted by statute.
2. Mileage reimbursement shall be paid at the current OMB rate for use of an employee's vehicle for school business.
3. 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.

J. **TUITION REIMBURSEMENT-continued**

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. Notification of intent to take specific courses shall be submitted to the Superintendent of Schools and approval received, prior to registration. Courses shall be on the administrative and/or supervisory 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.
- 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, or any member of the employee's immediate household. Employees shall be entitled to one (1) day leave per occurrence, in the event of death of a grandparent.

- M. Expense Account for After Work Hours Assignments for Building Level Administrators (Principals, Vice Principals, Directors and Supervisors): Reimbursement maximum allowance is \$10 per day excluding alcoholic beverages, sales tax and tip. Receipt must be provided and paid through petty cash on a monthly basis. Intended for attendance at evening meetings for school-based functions where attendance is required, such as: concerts, school plays, or special functions, which would occur after a work day. Supervisors are required to attend the Budget Hearing, Back to School Night and Freshman Orientation. At the discretion of the Superintendent or designee, Administrators will also be required to attend other evening events.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. DEFINITIONS

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 notwithstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. Level One - Immediate Supervisor (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. Level Two - Immediate Supervisor (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. Level Four - Board of Education

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



President



Secretary

Date: July 28, 2011

BUILDING ADMINISTRATORS
NEGOTIATING COMMITTEE

By: 

By: 

Date: July 28, 2011