

Agreement between the

Dunellen Education Association  
and the  
Dunellen Board of Education

July 1, 2021 – June 30, 2024



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**\*PREAMBLE \***

This agreement entered into this 1st day of July, 2021 by and between the Board of Education of the Borough of Dunellen, New Jersey hereinafter called the "Board", and the Dunellen Education Association, hereinafter called the "Association"....

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Dunellen School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession are certified to advise in the processes designed to improve educational standards; and,

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect of the terms and conditions of employment; and,

To work toward the attainment of this goal, it is also recognized that the joint efforts of the Board of Education and the Dunellen Education Association are required and that it is essential to fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to terms and conditions of employment.

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### \* RECOGNITION \*

- A. The Board hereby recognizes the Dunellen Education Association as the exclusive representative for professional negotiations concerning the terms and conditions of employment for all personnel under contract, employed by the Board including:

- |                                                                   |                                        |
|-------------------------------------------------------------------|----------------------------------------|
| 1. Teachers                                                       | 8. Special Services Personnel          |
| 2. Library/Media Specialists                                      | 9. Administrative Assistants           |
| 3. Department Liaisons                                            | 10. Paraprofessionals                  |
| 4. Guidance Counselors                                            | 11. Athletic Trainer(s)                |
| 5. Nurses                                                         | 12. Student Assistance Counselor(s)    |
| 6. Title 1 & Compensatory Education /<br>Basic Skills Instructors | 13. Coordinator of Athletic Activities |
| 7. Social Workers                                                 |                                        |

But excluding:

1. Administrative Assistants not employed as teachers in the district
  2. Board Secretary/Business Administrator
  3. Bookkeeping Personnel
  4. Cafeteria Employees
  5. Central Office Administrative Assistants
  6. Director of Special Services
  7. Principals and Assistant Principals
  8. Supervisor of Building and Grounds
  9. Assistant Supervisor of Building and Grounds
  10. Substitute Staff
  11. IT Director / Computer Technician
  12. And such other employees not specifically included above.
- B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.
2. The term "employee" when used hereinafter shall refer to all personnel represented by the Association as defined above.
- C. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent employees in the district, the Board hereby recognizes the Association as the official negotiating agent inclusive of all personnel listed in "A" above. The Association and Board shall adhere to the legal requirements put forth in the Workplace Democracy Enhancement Act.
- D. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.
- E. The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

## **ARTICLE 2**

### **\* NEGOTIATION PROCEDURE \***

- A.** This Agreement incorporates the entire understanding of the parties. During the term of this Agreement neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B.** Negotiations shall commence as per Public Employment Relations Commission regulations.
- C.** Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the cause of negotiations. All agreements shall be subject to ratification by the membership of both parties.
- D.** At the first formal meeting, both the Board and the Association shall simultaneously exchange all proposal items. No issues shall be considered after the initial exchange; unless agreed to by both parties.
- E.** Negotiations shall be conducted privately between the respective negotiating parties and all parties agree to keep the negotiations confidential until such time as an impasse may be declared by either party, by prohibiting unilateral press releases or other activities designed to exert outside influence on either party. All press releases shall be mutually agreed upon prior to release. This does not mean, however, that progress in negotiations or to the lack of such progress cannot be reported to the Association members or the Board of Education.
- F.** The Association and its officers, representatives and members shall not cause, condone, or participate in any form of strike, work stoppage or any other interference with school operation.
- G.** Sessions shall begin and end at mutually agreed times.

## ARTICLE 3

### \* GRIEVANCE PROCEDURE \*

#### A. DEFINITIONS

1. A grievance is a claim by an employee, group of employees, or the Association that there has been a misinterpretation or misapplication of this Agreement, Board policy or administrative decision adversely affecting terms and conditions of employment.
2. **Aggrieved person** - An "aggrieved person" is the person or persons or the Association or the Board of Education making the claim.
3. **Party in Interest** - A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting employees. Both parties agree that these proceedings shall be kept informal and confidential at any level of the procedure.

1. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with Level III of this procedure and all parties agree to abide by the decision made at that level.
2. A grievance and the procedure relative thereto shall not be deemed applicable to:
  - (a) any rule or regulation of the state Board of Education;
  - (b) any rules pertaining to the internal management of the Board;
  - (c) a complaint of a non-tenured employee, which arises by reason of their not being re-employed;
  - (d) a complaint by any employee occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required; however, said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

#### C. PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within twelve (12) school days after they would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.
2. An employee and Association representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present their own appeal or to designate a representative to appear with them at any step in their appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board and/or the Superintendent of Schools shall have the right to designate a representative to participate at any stage of the grievance procedure.

#### **LEVEL I.**

5. An employee shall first discuss their grievance with their immediate Supervisor. The employee may present their own appeal or designate a representative of the Association to appear with them at this step. A decision shall be rendered by the immediate Supervisor within five (5) school days of the onset of the grievance.

#### **LEVEL II.**

6. If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall, with appropriate representation from the Association, submit their grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance;
  - (b) Dates of occurrence and filing;
  - (c) The results of the previous discussion;
  - (d) The basis of their dissatisfaction with the determination;
  - (e) The specific provision/provisions of the Agreement;
  - (f) Remedy sought.
  - (g) The name or names of the aggrieved person or persons.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the immediate Supervisor of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing with reason, advise the employee and their representative, if there be one, of their determination and shall forward a copy of said determination to the immediate Supervisor of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9 or, in the event a determination by them in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by them, may appeal to the Board of Education.

#### **LEVEL III.**

11. When an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:
  - (a) The writing set forth in Paragraphs 6 and 9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the grievant, in their appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the grievant requests, in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within twenty (20) calendar days except during October through February which shall be thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, their representative if there be one, the immediate Supervisor, and the Superintendent of its determination with reasons given. This time period may be extended by mutual agreement of the parties.

#### **LEVEL IV.**

14. If the aggrieved employee is not satisfied with the decision of the Board, the Association may appeal the decision to Binding Arbitration. Notice of a demand for Binding Arbitration shall be filed pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303 Law of 1968. However, the Association shall not have the right to arbitrate any matters delineated in Article 3(B)(2) paragraphs (a) to (d).

A request for arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the parties and each of the parties shall bear their own costs.

15. (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Committee (PERC) by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Committee (PERC) in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and that arbitration shall follow PERC procedure. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties. The arbitrator does not have the power to add, subtract or otherwise change the terms and conditions of this Agreement.
16. (a) Failure at any step of this procedure to communicate the decision on grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.
- (b) It is understood that employees 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 thereof shall have been fully determined.



#### **ARTICLE 4**

##### **\* BOARD RIGHTS \***

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by all applicable state and federal laws, rules and regulations, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

#### **ARTICLE 5**

##### **\* EMPLOYEE RIGHTS \***

- A.** An employee in Dunellen Public Schools shall have such rights as they may have under New Jersey School Laws, Title 18A, or other applicable laws and regulations of the New Jersey State Board of Education and as indicated in Chapter 303 Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey or of the United States; that the Board shall not discriminate against any employee by reason of their membership in the Association and its affiliates, their participation in any activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this Agreement.
- B.** No employee shall be prevented from wearing official apparel of membership in the Association or its affiliates, provided such apparel conforms to accepted professional standards.
- C.** It is further recognized that employees in the Dunellen Public Schools shall have the right to join, or not to join, the Association.
- D.** Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or Supervisor, Board or any committee, member, representative or agent thereof concerning discontinuation of that employee in their office, position or employment or the salary or any increments pertaining thereto, or any other disciplinary action, then they shall be given prior notice of the reasons for such a meeting or interview and shall be entitled to have a representative of their own choice from the Association present to advise them and represent them during such meeting or interview.

## **ARTICLE 6**

### **\* ASSOCIATION RIGHTS AND PRIVILEGES \***

- A.** The Board agrees to furnish to the Association within ten (10) school days, a response to requests for any available public information.
- B.** The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or suitable location.
- C.** Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, they shall suffer no loss in pay.
- D.** Representatives of the Association, Middlesex County Association, the New Jersey Education Association and the National Education Association shall be authorized by the building Principal to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building Principal.
- E.** The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- F.** The Association, upon approval of the building Principal, or Assistant Principal, or in the absence of both, the Superintendent of Schools, shall have the privilege to use school facilities and equipment including academic, technological and clerical equipment, when such equipment is not otherwise in use or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and/or loss of equipment resulting from Association use. The denial of the use of such equipment should not be for the purpose of interrupting the Association activities.
- G.** The Association shall have the privilege to use inter-school mail facilities and school mailboxes as it deems necessary and so long as it does not interfere with school purposes.
- H.** The Association shall be provided with a list of all new hires prior to the orientation program. The Association may address the new hires during the orientation program.
- I.** The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

## **ARTICLE 7**

### **\* THE WORK YEAR \***

#### **A. TEACHERS**

1. The school years covered by this Agreement shall each be one hundred eighty six (186) teacher days at least three (3) of which shall be in-service days. Two (2) additional days may be required during each of the three (3) years for personnel new to the school district prior to the opening of school of their first year. None of the aforementioned days are to include the New Jersey Education Association Convention. Emergency/Snow days shall not be made up unless the number of instructional days falls below state requirements. In no case, shall teachers work less than one hundred eighty four (184) days nor more than one hundred eighty six (186) days. Up to two (2) unused emergency/snow days shall be given back as staff/student release days.
2. The calendar for the ensuing school year shall be issued to the staff upon final Board approval.
3. All faculty meetings shall end not more than sixty (60) minutes following the end of the normal student day, except in the case of an emergency.
4. All full day in-service days shall be 7 hours including a sixty (60) minute lunch.

#### **B. ADMINISTRATIVE ASSISTANTS**

1. The work year for those secretaries employed under a ten (10) month contract shall commence on September 1 and end on June 30 of each school year. All school administrative assistants employed on a ten (10) month contract shall comply with the school calendar with regard to holidays and recess of school.
2. The work year for those administrative assistants employed under a twelve (12) month contract shall be:
  - a. Those hired on, or before June 30, 2014 shall commence on July 1 and end on June 30 of each school year.
  - b. Those hired on, or after July 1, 2014 shall commence on July 1 and end on June 30 of each school year with the following calendar:
    - i. Work the twelve (12) month administrative assistant calendar (for employees covered by Article 7.B.2.a.) from July 1<sup>st</sup> to the first day of school and from the day after the last day of school through June 30<sup>th</sup>
    - ii. From the First day of School until the last day of school work the same calendar as the ten (10) month administrative assistants and comply with the school calendar with regard to holidays and recess of school.
3. All administrative assistants shall be entitled to one (1) non fixed holiday.
4. All administrative assistants who agree to work on a school holiday will be granted a vacation day in addition to the vacation days outlined in Article 8.3.b.
5. Time off for attendance at the N.J.E.A. Convention shall be given.

#### **C. PARAPROFESSIONALS**

1. The work year for paraprofessionals shall be the same as for teachers.

#### **D. ATHLETIC TRAINER**

1. Work day shall continue to be flexible in order to accommodate the need for the athletic trainer to attend practices and games, and shall be based on a 7 hour and 35 minute work day or a 37 hour 35 minute work week as agreed upon by the Supervisor and employee.
2. Work year shall be 240 days between July 1<sup>st</sup> and June 30<sup>th</sup>.

## **ARTICLE 8**

### **\* VACATION AND HOLIDAY SCHEDULES \* FOR ADMINISTRATIVE ASSISTANTS AND ATHLETIC TRAINERS**

1. All ten (10) month administrative assistants shall comply with the school calendar with regard to holidays.
2. All twelve (12) month administrative assistants shall comply with the twelve (12) month calendar with regard to holidays.
3. All administrative assistants employed for a twelve (12) month period shall receive the following vacation.
  - (a) Administrative assistants hired on, or before June 30, 2014 will be entitled to twenty (20) vacation days each year.
  - (b) Administrative assistants hired on, or after July 1, 2014 will be entitled to the following vacation days each year. Vacation days are earned and accrued throughout the year and no vacation days can be carried over to subsequent years. Unused vacation days will not be compensated. Five (5) weekdays prior to the start of school will be considered a black out week.
    - i. 0 - Less than 1 year experience in position = 5 days with 1 day allowed during the school year
    - ii. 1 year - 4 years experience in position = 7 days with 1 day allowed during the school year.
    - iii. 5 -10 years experience in position = 10 days with 1 day allowed during the school year.
    - iv. 11 or more years experience in position = 12 days with 1 day allowed during the school year.
4. The trainer will be entitled to the following vacation days each year. Vacation days can be taken anytime during the 12 month work year. Vacation days are earned and accrued throughout the year and no vacation days can be carried over to subsequent years. Unused vacation days will not be compensated
  - i. 0 - Less than 1 year experience in position = 5 days with 1 day allowed during the school year
  - ii. 1 year - 4 years experience in position = 7 days with 1 day allowed during the school year.
  - iii. 5 -10 years experience in position = 10 days with 1 day allowed during the school year.
  - iv. 11 or more years experience in position = 12 days with 1 day allowed during the school year.

## ARTICLE 9

### \* TEACHING HOURS AND TEACHING LOAD \*

- A. 1. The arrival time for teachers shall reflect the start times in each building, but shall not exceed fifteen (15) minutes before the beginning of the pupil's school day.
  - (a) A teacher who is late may be excused by the Building Administrator. Any teacher who is late with an unexcused lateness may have their pay docked for the time they are late. If a teacher has more than five (5) unexcused latenesses in any school year, they shall be subject to progressive discipline as outlined in Board policy.
- 2.
  - (a) The total in-school day for teachers shall not exceed seven (7) hours and fifteen (15) minutes, which shall include a duty free lunch equal to that of the students.
  - (b) If an individual teacher or group of teachers agree, after consulting with the Association, the Board may adjust both their starting and stopping times by up to one (1) hour.
  - (c) Any teacher who is required to work beyond the regular school year shall be compensated at 1/200th of annual salary per day. This includes all teachers who teach an extended school year, using the same curriculum with the same responsibilities as the formal school year. However, this does not apply to completing the requirements of the regular work year.
- 3.
  - (a) Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help within the confines of the above time periods.
  - (b) In addition to the formal teaching day, teachers shall be required to attend faculty, grade level, and/or departmental meetings as designated by the Building/District Administrator or Department Liaisons, without the expectation of receiving additional compensation. The total number of such meetings shall not exceed two (2) per month except in the case of an emergency.
  - (c) The notice and agenda for any meetings called by the Administration shall be given to the teachers involved at least one (1) business day prior to the meeting, except in an emergency.
- B. 1. The Administration shall attempt to assign all departmentalized teachers to a minimum of preparations.
  - (a) Teachers of English, Social Studies, Mathematics, Science, and World Language shall be scheduled for no more than four (4) different academic preparations. However, those who teach more than four (4) academic preparations shall be compensated at the rate of \$300.00 annually per additional academic preparation. The Administration shall attempt to rotate those teachers who are assigned to more than four (4) academic preparations within each department on an equitable basis from year to year.
  - (b) Teachers who are required to teach more than four (4) academic preparations shall also be compensated by relief of a duty assignment.
- 2. The Administration shall attempt to assign a teacher to no more than three (3) teaching stations in a school day.



- C. 1. All Elementary teachers shall, in addition to their lunch period, have no less than one (1) duty free preparation period each day. Each preparation period shall be equal in duration to one class period. Administration shall schedule a grade level meeting once per week equal to a class period and within the confines of the school day.
- 2. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades shall be assigned to no more than six (6) teaching and no less than one (1) preparation period each day. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades who are required to teach a sixth (6<sup>th</sup>) class shall be compensated with an additional preparation period. The Administration shall attempt to distribute the sixth period assignment in an equitable manner.
- 3. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades who are asked and agree to teach a seventh (7<sup>th</sup>) class shall be compensated at a rate of one-sixth (1/6) of their base salary for each class taught. To the degree deemed administratively feasible, Teachers who teach seven periods shall not be assigned a homeroom nor to supervise detention.
- 4. Any elementary, middle or secondary teacher who agrees to give up a preparation period shall be compensated \$30 for each such period or part thereof. It is the teacher's responsibility to electronically submit a record of coverage for payment.
- 5. Shared teacher/staff from elementary school shall be given one additional preparation per week in lieu of a duty.
- D. Except in an emergency, teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they notify the school office of their departure and return while school is in session.
- E. The Administration shall make all extra-curricular assignments on a voluntary basis. Any disagreement as to assignment of extra duties may be grieved up to Level III of the grievance procedure. Both parties agree to abide by the decision made at that level.
- F. Part time academic classroom teachers of middle/secondary (6 through 12<sup>th</sup>) grades shall be paid on the basis of the number of classes taught divided by six (6). Said teachers who teach more than three (3) such classes per day shall be considered as working more than twenty (20 hours) per week for the purposes of entitlement to health benefits.

## **ARTICLE 10**

### **\* WORKING HOURS FOR ADMINISTRATIVE ASSISTANTS\***

- A.** 1. All full time administrative assistants shall work an eight (8) hour day which includes one (1) hour for lunch. The start time will be fifteen (15) minutes prior to the start of the teacher day unless an alternate time is mutually agreed to. On Fridays and days before a holiday, the workday shall be seven (7) hours and forty (40) minutes.
- 2. Summer hours for twelve (12) month administrative assistants shall be Monday through Thursday, 7:30am - 3:30pm inclusive of a one (1) hour lunch break.
- B.** Administrative assistants must notify the Administration if they leave the building during the lunch hour.
- C.** The notice of the agenda for any meetings called by the Administration shall be given to the administrative assistants involved at least one (1) day prior to the meeting, except in an emergency.
- D.** Each workday shall include a fifteen (15) minute break in the morning as well as a fifteen (15) minute break period in the afternoon.
- E.** At no time shall any non-certificated administrative assistant be responsible for the direct supervision of any student.

## **ARTICLE 11**

### **\*WORKING HOURS \* FOR PARAPROFESSIONALS**

- A.** The arrival time for paraprofessionals shall follow the arrival and departure times as listed in Article 9 A. 1.
- B.** Each workday shall include a duty free lunch period equal to that of the teachers and two (2) fifteen (15) minute breaks.
- C.** If an individual paraprofessional agrees, after consulting with the Association, the Board may adjust their starting and stopping times by up to one (1) hour.
- D.** Any paraprofessional who performs their regular duties, beyond the regular school year, shall be compensated at the rate of 1/200<sup>th</sup> of their annual salary per day prorated to an hourly rate.

## **ARTICLE 12**

### **\* NON-TEACHING DUTIES \***

- A.** Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective Administrators. Teachers in grades 9 through 12 will not be scheduled for lunch duty three (3) years in a row, unless mutually agreed upon.
- B.** Teachers shall be required to attend no more than four (4) evening functions as assigned or directed each school year, except in an emergency. Any teacher who is asked and agrees to work beyond the four (4) evening functions shall be compensated at the tutoring fee.
- C.** The Board shall maintain insurance in compliance with RS 18A: 16-6.
- D.** Employees who may be asked and agree or volunteer to use their personal vehicles to transport students shall not do so until suitable documents of insurance are provided by both the Board of Education and the employee. Employees shall be compensated at the current OMB rate for mileage.
- E.** No employee, except the school nurse, shall be required to dispense a medication to a student in the Dunellen School System.

## **ARTICLE 13**

### **\* EMPLOYMENT PROCEDURES \***

#### **A. TEACHER EMPLOYMENT**

- 1. (a) Upon employment, a teacher shall be placed on a step of the current salary guide mutually agreed upon between the individual teacher and the board.
- (b) Unless the teacher's increment is withheld, each teacher shall advance a full step of the salary guide for each succeeding school year. Teachers who are "off guide" (above guide) or at the top of their guide shall receive the negotiated increase for their position. Teachers hired after February 1<sup>st</sup> shall not be subject to this paragraph for the following school year only.
- 2. Previously accumulated unused leave days shall be restored to all teachers returning within a two (2) year period.
- 3. Teachers shall be notified of their contracts and salary status for the ensuing year by no later than May 15, and, in return, must notify the Board of their decision whether to accept or reject employment by May 23.

#### **B. NON-CERTIFICATED PERSONNEL**

- 1. All administrative assistants shall be notified of their contract and salary status for the ensuing year by May 15 and in return must notify the Board of their acceptance or resignation by May 23
- 2. All paraprofessionals shall be notified of their employment status as the positions become available.

## **ARTICLE 14**

### **SALARY GUIDES**

### **AND**

### **STIPEND SCHEDULES**

**July 1, 2021 - June 30, 2024**

Any employee hired from July 1, 2014 through June 30, 2017 whose initial placement is on Step #1 of the Teacher (BA, BA+30, MA. Or MA+30) guides will be granted an additional step upon attaining tenure.

Any employee hired from July 1, 2015 through June 30, 2017 whose initial placement is on Step #2 of the Teacher (BA, BA+30, MA. Or MA+30) guides will be granted an additional step upon attaining tenure.

### **Longevity**

Longevity includes all 25 year employees who have served in the Dunellen School District.  
All eligible members of the longevity pool shall continue to advance in accordance with the schedule below.

25 years \$1,000

30 years \$1,300

35 years \$1,500

**BA TEACHERS GUIDE****BA+30 TEACHERS GUIDE**

STEP	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
1	50,955	52,055	53,160		52,055	53,155	54,260
2	51,455	52,555	53,660		52,555	53,655	54,760
3	51,955	53,055	54,160		53,055	54,155	55,260
4	52,655	53,655	54,760		53,755	54,755	55,860
5	53,455	54,455	55,360		54,555	55,555	56,460
6	54,255	55,255	56,160		55,355	56,355	57,260
7	55,455	56,455	57,360		56,555	57,555	58,460
8	56,655	57,655	58,560		57,755	58,755	59,660
9	57,955	58,955	59,860		59,055	60,055	60,960
10	59,555	60,555	61,460		60,655	61,655	62,560
11	61,155	62,155	63,060		62,255	63,255	64,160
12	63,255	64,255	65,160		64,355	65,355	66,260
13	65,375	66,375	67,275		66,475	67,475	68,375
14	68,075	69,075	69,975		69,175	70,175	71,075
15	70,675	71,675	72,575		71,775	72,775	73,675
16 Max	76,575	77,575	78,475		77,665	78,665	79,565

**MA TEACHERS GUIDE****MA+30 TEACHERS GUIDE**

STEP	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
1	53,155	54,255	55,360		55,455	56,555	57,660
2	53,655	54,755	55,860		55,955	57,055	58,160
3	54,155	55,255	56,360		56,455	57,555	58,660
4	54,855	55,855	56,960		57,155	58,155	59,260
5	55,655	56,655	57,560		57,955	58,955	59,860
6	56,455	57,455	58,360		58,755	59,755	60,660
7	57,655	58,655	59,560		59,955	60,955	61,860
8	58,855	59,855	60,760		61,155	62,155	63,060
9	60,155	61,155	62,060		62,455	63,455	64,360
10	61,755	62,755	63,660		64,055	65,055	65,960
11	63,355	64,355	65,260		65,655	66,655	67,560
12	65,455	66,455	67,360		67,755	68,755	69,660
13	67,575	68,575	69,475		69,875	70,875	71,775
14	70,275	71,275	72,175		72,575	73,575	74,475
15	72,875	73,875	74,775		75,175	76,175	77,075
16 Max	78,775	79,775	80,675		81,075	82,075	82,975

**Max = end of the standard guide**

**As stated in Article 13.A.1.(b), unless the teacher's increment is withheld, everyone moves up a step each year of the contract until Step 16 (Max) is reached**



### BA TEACHERS OFF GUIDE

STEP	2021-22	2022-23	2023-24
Off A	76,575	77,575	78,475
Off B	78,485	79,485	80,385

### MA +30 TEACHERS OFF GUIDE

### ADMINISTRATIVE ASSISTANT

### OFF GUIDE

(12-Month)

STEP	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
Off A	81,075	82,075	82,975		69,625	70,925	72,425

### ADMINISTRATIVE ASSISTANT SALARY GUIDE

Step	2021-22		2022-23		2023-24	
	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec
1	40,208	48,250	41,333	49,600	42,583	51,100
2	40,708	48,850	41,833	50,200	43,083	51,700
3	41,208	49,450	42,333	50,800	43,583	52,300
4	41,708	50,050	42,833	51,400	44,083	52,900
5	42,208	50,650	43,333	52,000	44,583	53,500
6	42,708	51,250	43,833	52,600	45,083	54,100
7	43,208	51,850	44,333	53,200	45,583	54,700
8 (Max)	43,750	52,500	44,833	53,800	46,083	55,300

Max = end of the standard guide

Unless the secretary's increment is withheld, each secretary shall move up a step each year of the contract until Step 8 (Max) is reached.

## PARAPROFESSIONAL SALARY GUIDE

STEP	2021-22	2022-23	2023-24
1	21,348	22,398	23,448
2	21,848	22,898	23,948
3	22,348	23,398	24,448
4	22,848	23,898	24,948
5	23,348	24,398	25,448
6	23,848	24,898	25,948
7	24,348	25,398	26,448
8	24,848	25,898	26,948
9	25,348	26,398	27,448
10 Max	25,948	26,948	27,948

Max = end of the standard guide

As stated in Article 13.A.1.(b), unless the teacher aide's increment is withheld, everyone moves up a step each year of the contract until Step 10 (Max) is reached

## ATHLETIC TRAINER GUIDE

## COORDINATOR OF ATHLETIC ACTIVITIES GUIDE

STEP	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
1	60,555	61,655	62,760		57,858	58,958	60,063
2	61,155	62,255	63,360		58,358	59,458	60,563
3	61,815	62,915	64,020		58,858	59,958	61,063
4	62,655	63,655	64,760		59,558	60,558	61,663
5	63,615	64,615	65,520		60,358	61,358	62,263
6	64,575	65,575	66,480		61,158	62,158	63,063
7	66,015	67,015	67,920		62,358	63,358	64,263
8	67,455	68,455	69,360		63,558	64,558	65,463
9	69,015	70,015	70,920		64,858	65,858	66,763
10	70,935	71,935	72,840		66,458	67,458	68,363
11	72,855	73,855	74,760		68,058	69,058	69,963
12	75,375	76,375	77,280		70,158	71,158	72,063
13	77,915	78,915	79,815		72,278	73,278	74,178
14	81,155	82,155	83,055		74,978	75,978	76,878
15	84,275	85,275	86,175		77,578	78,578	79,478
16 Max	91,355	92,355	93,255		83,478	84,478	85,378

Max = end of the standard guide

As stated in Article 13.A.1.(b), unless the athletic trainer's increment is withheld, everyone moves up a step each year of the contract until Step 16 (Max) is reached

## EXTRA CURRICULAR GUIDE 2021-2024

Athletic Activities	2021-22			2022-23			2023-24		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball/Softball / Cross Country / Soccer (Boys/Girls) / Tennis (Boys/Girls) / Track (Boys/Girls)									
Varsity Coach	4,384	6,845	7,305	4,472	5,961	7,451	4,561	6,081	7,600
Junior Varsity / Assistant Coach	3,020	4,028	5,035	3,081	4,109	5,135	3,142	4,191	5,238
Middle School	1,800	2,400	3,001	1,836	2,448	3,061	1,873	2,497	3,122
Basketball (Boys/Girls)									
Varsity Coach	5,016	6,689	8,361	5,117	6,823	8,528	5,219	6,959	8,699
Junior Varsity Coach	3,328	4,435	5,544	3,395	4,524	5,655	3,463	4,614	5,768
Freshman	3,020	4,028	5,035	3,081	4,109	5,135	3,142	4,191	5,238
Middle School	1,800	2,400	3,001	1,836	2,448	3,061	1,873	2,497	3,122
Football									
Varsity Coach	5,684	7,622	9,526	5,798	7,775	9,716	5,914	7,930	9,911
Assistant Coach	3,770	5,027	6,281	3,845	5,127	6,407	3,922	5,230	6,535
Cheerleading	2,040	2,448	2,856	2,081	2,497	2,913	2,122	2,547	2,971
Weight Room (Fall, Winter & Spring)	816	1,020	1,224	832	1,040	1,248	849	1,061	1,273

Other Extra Curricular Activities	2021-22			2022-23			2023-24		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>Faber Elementary School</b>									
Chess Club Advisor	1,123	1,496	1,871	1,145	1,526	1,908	1,168	1,557	1,946
Homework Club Advisor	1,123	1,496	1,871	1,145	1,526	1,908	1,168	1,557	1,946
Newspaper Advisor / Safety Patrol / Student Council Advisor / Yearbook Advisor	1,093	1,460	1,823	1,115	1,489	1,859	1,138	1,519	1,886
Instrumental Music / Vocal Music									
Director	1,909	2,545	3,180	1,948	2,596	3,244	1,987	2,648	3,309
Assistant	816	1,020	1,224	832	1,040	1,248	849	1,061	1,273
<b>Lincoln Middle School</b>									
Spanish Club / Yearbook Advisor	1,123	1,496	1,871	1,145	1,526	1,908	1,168	1,557	1,946
Student Council Advisor	1,251	1,666	2,081	1,276	1,699	2,122	1,301	1,733	2,165
Team Leader (8th, 7th & 8th Grade)	1,696	2,262	2,827	1,730	2,308	2,884	1,765	2,354	2,942

**Tutoring Fee: \$45.00 per hour**

Independent Study per student, per semester pay:

Annual pensionable base salary divided by 6 periods; divided by 25; divided by 4 = Rate of pay

Saturday Detention staff will be guaranteed no more than 1 hour of compensation for cancellation without prior notice or no show.

Other Extra Curricular Activities	2021-22			2022-23			2023-24		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>Dunellen High School</b>									
Art Club / Art Honor Society / Biology Club / Community Service Coordinator /									
French Club / Math League / National Honor Society /									
National Jr. Honor Society / Safety Ambassador / Spanish Club	1,123	1,496	1,871	1,145	1,526	1,908	1,168	1,557	1,946
Department Liaisons (Foreign Language / English / Math / Phys. Ed & Health /									
Science / Social Studies / Fine Arts)	1,473	1,965	2,455	1,502	2,004	2,504	1,532	2,044	2,554
Multi-Media Production Club	2,083	2,775	3,471	2,124	2,831	3,540	2,167	2,888	3,611
Chess Club (combined with LMS)	1,020	1,224	1,428	1,040	1,248	1,457	1,061	1,273	1,486
Class Advisor									
9th Grade	816			832			849		
10th Grade	1020			1040			1061		
11th Grade	1224			1248			1273		
12th Grade	2040			2081			2122		
Literary Magazine Advisor	1,142	1,520	1,899	1,165	1,550	1,937	1,189	1,581	1,976
Newspaper Advisor	1,862	2,481	3,100	1,899	2,530	3,162	1,937	2,581	3,225
Senior Practicum Advisor	1,886	2,512	3,140	1,924	2,563	3,202	1,962	2,614	3,266
Student Council Advisor	1,886	2,512	3,140	1,924	2,563	3,202	1,962	2,614	3,266
Transition Project									
Coordinator	1,886	2,512	3,140	1,924	2,563	3,202	1,962	2,614	3,266
Advisor	1,123	1,496	1,871	1,145	1,526	1,908	1,168	1,557	1,946
Yearbook									
Advisor	2,692	3,587	4,485	2,746	3,659	4,575	2,801	3,732	4,666
Assistant Advisor	1,166	1,556	1,946	1,189	1,587	1,986	1,213	1,618	2,025
Instrumental Music (combined w/LMS / Vocal Music (combined w/LMS) / Marching Band									
Director	3,244	4,326	5,407	3,308	4,412	5,515	3,375	4,501	5,625
Assistant	1,124	1,497	1,872	1,147	1,527	1,909	1,169	1,558	1,947
Pep Band Director	2,066	2,545	3,180	2,046	2,596	3,244	2,087	2,648	3,309
Dramatics (Fall & Spring)	2,193	2,926	3,656	2,237	2,985	3,729	2,282	3,045	3,803

It is understood that the responsibilities and requirements for these activities are at the building administrator's discretion

If more than 1 individual is appointed for any position, they will each receive the full stipend amount.

If, however, the advisor requests an additional person the stipend amount will be shared.

## ARTICLE 15

### \* COMPENSATION PROCEDURES \*

- A. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Those employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
  - 1. The board shall offer a summer pay option resulting in (or equivalent to) twenty-four (24) semi-monthly installments for 10 month employees.
- B. All employees will get paid on the fifteenth (15) and the thirtieth (30) of each month. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. All employees receiving 10 month compensation will receive their final pay on the last calendar day in June.
- C. The Board of Education further reserves all rights pertaining to salaries which are provided to the Board under Title 18A of New Jersey Statutes as amended and interpreted by the decisions of the Commissioner of Education, State Board of Education, and the Courts of New Jersey, and incorporate all applicable sections of said Title as a part hereof.
- D. Teachers shall receive their salary adjustment upon submitting proof of their completion of requirements for a new salary classification provided requirements are completed by August 31 or December 31 and notice given to the Superintendent within thirty (30) days of completion. The salary adjustment shall be retroactive to September 1 or January 1 respectively.
- E. Employees being paid for supervising extracurricular assignments have the option of electing one of three payment plans:
  - 1. Full payment upon completion of assignment.
  - 2. Two (2) equal payments of the assignment - One (1) in the middle of the assignment and one (1) at the end of the assignment.
  - 3. For yearly assignments, bimonthly installments shall be available.
- F. Teachers and Paraprofessionals who are required to provide language translation services for meetings or correspondence with parents, excluding their own students, shall be compensated at the tutoring fee. Services will be paid in half (½) hour increments based on the tutoring fee.

## ARTICLE 16

### \* WITHHOLDING OF INCREMENT \*

- A. Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by N.J.S.A. 34:13A-26 and 27.
- B. If the employee so desires, they shall have a hearing before the Board prior to appealing to the Commissioner.

## **ARTICLE 17**

### **\* TEACHER ASSIGNMENT \***

- A.** All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and of their tentative building and room assignments for the forthcoming year not later than the last teaching day of school. If this information is not available, the Association shall be provided with a reasonable explanation by the aforementioned date. However, all tentative assignments for the coming year must be distributed no later than August 1<sup>st</sup>.
- B.** In the event that changes in such schedules, class and/or subject assignments, or building assignments are proposed after the last teaching day of school, the Association and any teacher affected shall be notified in writing and, upon the request of the teacher and the Association, the changes shall be reviewed between the Superintendent or their representative and the teacher affected and at their option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein up to Level III and both parties agree to abide by the decision made at that level.
- C.** Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day and who therefore use their own automobiles to travel to and from one school to another shall be reimbursed for all such travel at the current OMB rate for all vouchers submitted. Such vouchers must be submitted by June 30 of the current school year. A log shall be maintained and submitted to the business office by the aforementioned date.
- D.** Teacher assignments are non-negotiable matters of managerial prerogative.

## **ARTICLE 18**

### **\* NOTICE OF VACANT POSITIONS \***

- A.** All vacancies in any positions shall be submitted in writing to the Executive Officers of the Association prior to a general announcement to sources outside the school system. Employees who desire to apply for a position shall submit their names to the Superintendent, together with the position(s) for which they desire to apply. All employees shall be given adequate opportunity to make application for positions for which they qualify.
- B.** In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be set forth. When qualifications set forth for a particular position are changed, the Association shall be notified in advance of such changes.



## **ARTICLE 19**

### **\* SICK LEAVE AND LEAVE OF ABSENCE FOR \* HEALTH REASONS FOR ALL EMPLOYEES**

All 10 month employees shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year in accordance with the provisions of the State School Statutes and local Board of Education rules and regulations pertaining thereto. All 12 month employees shall receive a minimum of twelve (12) sick days per year.

#### **LEAVE OF ABSENCE FOR HEALTH REASONS**

1. A leave of absence for one year without pay and without benefits may be granted to an employee because of ill health, which renders them unable to properly fulfill the duties and responsibilities of their teaching assignment.  
This regulation is not intended to supersede or conflict with the ten (10) or twelve (12) day annual sick leave and the accumulation thereof as provided by school law.
2. A leave when granted shall be for a period of not more than one (1) school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of their leave of absence may apply for a second year's leave by submitting a letter sixty (60) calendar days prior to the expiration of the existing leave.
3. The procedure that shall be used in implementing this policy shall be as follows:
  - (a) A written request must be submitted to the Board of Education through the Superintendent of Schools.
  - (b) A doctor's certificate indicating the employee's state of health. The employee's request and the certificate shall support the request for the leave of absence and must be submitted simultaneously.
  - (c) Upon receipt of the request, the Board of Education may choose to have the employee examined by a doctor(s), general practitioner or specialist, including a psychiatrist of its own choice who shall report their findings and render professional advice to the Board of Education. Such costs shall be borne by the Board.
  - (d) The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
  - (e) Before resuming their duties following a leave of absence, the employee shall submit to the Board of Education a doctor's certificate indicating that they have been cleared to return to work. The Board of Education reserves the right of having the employee examined by a doctor(s) of its choice before the employee is reinstated in their position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined collectively in order to preserve the educational continuity.
5. An employee returning from a leave shall be placed on salary guide in accordance with the following:  
  
If they have worked at least five (5) calendar months of the school year they shall be given one (1) full increment.
6. In the event of an extended illness, any employee may invoke the provisions defined by all applicable state and federal laws.

7. An employee who exceeds their allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of their annual salary for each day of said excess.
  - (a) Any case where this deduction is applicable, the Board, at its discretion, may grant additional sick leave benefits.
  - (b) The Board shall notify the Association of its decision.
  - (c) At the request of the Association, representatives of the Association shall meet with the Board to discuss the Board's action in the case.
  - (d) Any decision made concerning such extended sick leave benefits shall not be subject to the grievance procedure.
8. All employees shall also be given the written accounting of accumulated sick leave each year.
9. The parties understand that all employees who have served at least fifteen (15) years in the Dunellen School District and who voluntarily retire from employment in the District for age and service or disability through the Teachers' Pension and Annuity Fund or the Public Employees Retirement System shall receive payment for unused accumulated sick leave days as set forth in the following paragraph. Employees electing deferred retirements shall not be eligible for this benefit.

The first 99 days shall be paid at the rate of \$50.00 per day. Days above 99 shall be paid at the rate of \$55.00 per day with no limit. Payment of unused sick days shall be made separate from salary compensation paycheck. The Board reserves the right to distribute amounts in excess of \$6,000.00 per person no later than two (2) years from the date of retirement.

10. Unused personal days shall be transferred to accumulated sick leave days beginning with the 1984-1985 school year.
11. ABSENCE BY REASON OF QUARANTINE

Employees shall receive up to two weeks of paid sick leave of absence per year under any of the following circumstances:

- (a) The employee is subject to a Federal, State or local quarantine or isolation order;
- (b) The employee has been advised by a health care provider to self-quarantine;
- (c) The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- (d) The employee is caring for an individual subject to an order described in "a" or self-quarantine as described in "b".

**ARTICLE 20**  
**\* TEMPORARY LEAVES OF ABSENCE FOR \***  
**ALL EMPLOYEES**

- A.** Employees shall be entitled to the following temporary leaves of absence with full pay each year:
1. (a) A total of three (3) days leave of absence for personal business, legal business, or household or family matters which require absence during school hours.
  - (b) Four (4) days notice shall be given to the Principal or Supervisor by the employee. In the case of an emergency, notice shall be given to the Principal or Supervisor and the Substitute Service shall be notified as soon as possible.
  - (c) Employees may take consecutive days without approval for religious reasons.
  - (d) Approval may be granted or denied by the Superintendent, Building Principal or Supervisor in the event of:
    - (1) Second or third emergency day in a school year.
    - (2) Consecutive days for other than religious reasons.
    - (3) A day immediately before or immediately after a school holiday.
2. (a) Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system.
- (b) Summons to Court for other than personal reasons.
3. (a) Up to five (5) days at any one (1) time in the event of death of an immediate family member of the employee or their spouse/domestic partner. Immediate family members include spouse, child (born or unborn), grandchild, grandparents, great-grandparents, parent, aunt, uncle, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-relative of the aforementioned relations, and any relative or domestic partner residing in the immediate household.
- (b) Up to a total of five (5) days in any one (1) school year, in the event of serious illness of the relatives defined in Section A.3 (a) of this article. The Administrator may request documentation at their discretion.
- (c) With the approval of the Superintendent of Schools, up to an additional five (5) days at any one (1) time in the event of serious illness to relatives defined in Section 3 (a) of this article.
- B.** The Board reserves the right to treat separately any case which it deems worthy of such consideration.
- C.** An employee who has a need for personal leave which is either in excess of the annual three (3) days of personal leave and/or which does not fall within the parameters for excused personal leave, may request a leave without pay and shall file a request for such leave with the building Principal or their Supervisor no later than the Thursday preceding the Board of Education meeting. Both parties agree to abide by the decision made by the Board of Education.
- D.** Unpaid leave for vacation is not permitted during the school year on any workday when school is in session except in cases of emergency when approved in advance by the Superintendent.

## ARTICLE 21

### **\* EXTENDED LEAVES OF ABSENCE FOR \* ALL EMPLOYEES**

- A.** A leave of absence for maternity or adoption may be granted to all employees of the Dunellen School System in accordance with the regulations which apply thereto.
1. Any employee requesting maternity or adoption leave of absence shall submit a written request to the Superintendent or the Business Administrator/Board Secretary at the earliest possible date not later than sixty (60) days prior to the effective date of the leave. In the event of adoption, administration will be notified as updated information regarding the time frame becomes available to the employee.
  2. Commencement and termination dates of anticipated child rearing and disability leaves shall be determined accordingly in order to preserve the educational continuity.
  3. A maternity or adoption leave of absence shall be granted without pay.
  4. Any employee returning from maternity or adoption leave shall be placed on the salary guide according to the following procedure:  
  
If they have worked at least five (5) calendar months of the school year, they shall be given one (1) full increment.
  5. Unused accumulated sick leave shall be restored to tenured and non-tenured employees returning to the system within two (2) years.
- B.** All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- C.** Teachers may be granted a leave of absence without pay for educational purposes on approval of the Superintendent. Teachers on an extended leave of absence for education purposes shall be eligible for tuition reimbursement for courses taken during the leave in accordance with Board policy.
- D.** In the event of an extended leave, any employee may invoke the provisions defined by all applicable state and federal laws.

## **ARTICLE 22**

### **\* PERSONAL AND ACADEMIC FREEDOM \***

#### **A. PERSONAL FREEDOM**

The personal life of an employee is not an appropriate concern or attention of the Board of Education except as it may prevent the employee from performing properly their assigned functions or detract from their professional image.

#### **B. ACADEMIC FREEDOM**

It shall be the sense of this Agreement that the Board of Education intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgment in the instructional program of the district.

## **ARTICLE 23**

### **\* TEACHER OBSERVATION AND EVALUATION \***

Teachers shall be evaluated consistent with applicable state statute and regulation (P.L. 2012, c.26 and N.J.A.C. 6A:10).

All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Surreptitious use of video, eavesdropping, cameras, audio systems or similar surveillance devices shall not be permitted.

## **ARTICLE 24**

### **\* PROFESSIONAL DEVELOPMENT \***

In order to meet the Required Professional Development for Teachers (Regulation N.J.A.C. 6:11-13.1-6.11-13.6), all professional development opportunities must be delineated in an educator's Professional Development Plan (PDP) and must be consistent with the preamble and standards developed by the New Jersey Professional Teaching Standards Board (PTSB) and approved by the Commissioner of Education. Only professional development activities that conform to the professional development standards and the PTSB mission, and that are clearly outlined in the educator's PDP, will be credited toward required hours of professional development.

## **ARTICLE 25**

### **\* MENTOR AND PROVISIONAL TEACHERS \***

The Board of Education recognizes the need for mentoring of new teachers and agrees to work with the Association to implement State statute and code.



## **ARTICLE 26**

### **\* PROTECTION OF EMPLOYEES \***

The Board of Education recognizes the need for the protection of all employees and agrees to work with the Association to implement State statute and code.

## **ARTICLE 27**

### **\* PERSONNEL RECORDS \***

It is necessary for the orderly operation of the school district to prepare a file for the retention of all papers bearing upon an employee's duties and responsibilities to the district and the district's responsibilities to the employee.

The Board requires that sufficient records exist to insure an employee's qualifications for the job held, compliance with federal, state and local benefit programs, conformance with district rules, and evidence of completed evaluations.

All official records of all personnel shall be kept on file in the Board of Education Office under the direct supervision of the Superintendent. Only that information which pertains to the duties and responsibilities of the employee and submitted by duly authorized school administrative personnel and the Board of Education may be entered in the employee's official record file. A copy of each such entry shall be given to the employee. The Board reserves the right to include in the employee's file any correspondence initiated by the employee to the Administration or Board.

Personnel records shall be available to Board members and school administrators. The general public may have access to all public session minutes of the Board.

An employee shall have the right, upon written request, to review the contents of their personnel file and to receive copies at the employee's expense of any documents contained therein. Once every five (5) years, an employee shall have the right to indicate those documents and/or other materials in their file that the employee believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or their designee and if, in fact, the Superintendent or their designee determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

**Material in File** - No information pertaining to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The employee shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or their designee and attached to the filed copy. Any correspondence addressed to an Administrator or the Board of Education by an employee may be placed in their personnel file.

**Cost for Copies** - Personnel wishing a copy(s) of their records other than those already provided shall be charged in accordance with the existing Board policy.

**ARTICLE 28**  
**\* HEALTH INSURANCE AND DENTAL INSURANCE \***

- A. In order to be eligible for any benefits under this article, an employee must work more than twenty (20) hour per week
- B. The Board of Education will maintain a Point of Service (POS) plan for members of the Dunellen Education Association, benefits and limitations of which will be equivalent to or better than the POS plan in effect as of June 1, 2011, a summary of which is incorporated as an addendum to this contract. The parties agree that the terms of Chapter 78, Public Laws of 2011, apply to the terms of this agreement for employee contributions toward health benefits.

**Coverage Eligibility**

1. All employees are eligible for single, parent/child, 2 adult or family coverage subject to the employee premium contributions set forth in Chapter 78. (Refer to B)
- C. The Board also agrees to procure a Dental Plan which will be equal to or better than the Horizon Blue Cross-Blue Shield Dental Service Plan, for covered employees only, the cost for which shall be paid for by the Board of Education (less any statutory required contribution to dental benefits)
- D. 1. Notwithstanding Paragraphs A-C of this Article, the Board shall have the right to offer to members of the bargaining unit an incentive payment for waiving Board health insurance to any member of the bargaining unit who can establish that they already have coverage. See chart below. The Board reserves the right to require a minimum amount of such waivers before engaging in the program, and also reserves the right not to offer such a program. If such a program is provided, it shall allow for an annual payment based upon an annual decision, and shall provide for coverage of the employee if the employee should lose coverage from the alternative source during the year. If the Board has to provide coverage due to such loss of alternative coverage, it has the right to pay for the employee's COBRA payments or to pay for an employee's coverage through another carrier until such time as the employee can re-enroll in the Board's group plan.

Coverage	Annual Amount
Single	\$1,500
Parent/Child	\$2,000
Two Adults	\$2,500
Family	\$3,500

2. If any member chooses to apply for reinstatement of existing health coverage for other than a life changing event that would result in the loss of primary insurance, then such employee would only be eligible for coverage as defined in Article 29 B.
- E. The Board shall maintain a Section 125 plan for the duration of this Agreement.

## ARTICLE 29

### \* PAYROLL DEDUCTION OF ASSOCIATION DUES \*

- A. Dues for the Association shall be deducted from the pay of all employees signing membership forms according to the State Department of Education rules.
- B. The monies withheld shall be forwarded to the NJEA.
- C. Any employee on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the Association. The Association may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Association membership dues, fees and assessment. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.
- D. The Association shall indemnify and hold the Board harmless from and against any and all claims, demands, suits, liability, and expenses, including reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.
- E. The Association shall provide evidence of the existence of a "Demand and Return" system in accordance with C.447, P.L. 1979, to the Board, and to all non-Association members, before any deductions are made pursuant to the terms hereof.

## ARTICLE 30

### \* MISCELLANEOUS PROVISIONS \*

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of this Agreement.
- B. 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 provisions or applications 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.
- C. Any individual contract between the Board and an individual member of the Association, 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.
- D.
  - 1. The Agreement shall be prepared for printing by the Association.
  - 2. The Board shall bear the cost of materials for the contract to be reproduced locally.
  - 3. The Board and the Association shall receive copies as required.
  - 4. The Agreement/contract will be made available electronically.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter return receipt requested at the following address:
  - 1. If by Association, the Board of Education at 400 High Street, Dunellen, New Jersey 08812.
  - 2. If by Board, to Association to the home of the incumbent President of the Dunellen Education Association.
- F. 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 all employees listed as per Article 1A.

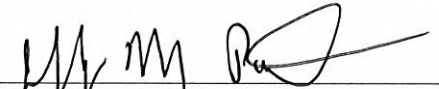
ARTICLE 31

\* DURATION OF AGREEMENT \*

This Agreement shall be effective as of July 1, 2021 and shall be continued in effect until June 30, 2024, subject to the Association's right to negotiate a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the President and Secretary, respectively, and have caused their corporate seal to be placed hereon, all on the day and year first above written.

DUNELLEN BOARD OF EDUCATION

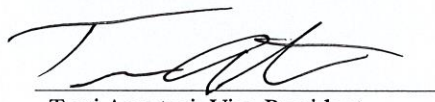
BY:   
Jeffery M. Portik, President

ATTEST:

  
Johnny Rosa, Secretary

DUNELLEN EDUCATION ASSOCIATION

BY   
Asela Laguna-Mourao, President

BY:   
Terri Anastasi, Vice President

ATTEST:

  
Warren Tseng, Secretary