

Agreement between the
Dunellen Education Association
and the
Dunellen Board of Education

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

	Page
Article Preamble	3
1 Recognition	4
2 Negotiation Procedure	5
3 Grievance Procedure	6
4 Board Rights	9
5 Employee Rights	9
6 Association Rights and Privileges	10
7 The Work Year	11
8 Vacation and Holiday Schedules for Administrative Assistants and Athletic Trainers	12
9 Teaching Hours and Teaching Load	13
10 Working Hours for Administrative Assistants	15
11 Working Hours and Duties for Paraprofessionals	15
12 Non-Teaching Duties	16
13 Employment Procedures	16
14 Compensation Procedures	17
15 Withholding of Increment	18
16 Teacher Assignment	18
17 Notice of Vacant Positions	18
18 Sick Leave and Leave of Absence for Health Reasons for All Employees	19
19 Temporary Leaves of Absence for All Employees	20
20 Extended Leaves of Absence for All Employees	21
21 Personal and Academic Freedom	22
22 Teacher Observation and Evaluation	23
23 Professional Development	23
24 Mentor and Provisional Teachers	23
25 Protection of Employees	23
26 Personnel Records	23
27 Health Insurance and Dental Insurance	24
28 Payroll Deduction of Association Dues	25
29 Miscellaneous Provisions	26
30 Salary Guides and Stipend Schedules	27
31 Duration of Agreement	32

*** PREAMBLE ***

This agreement entered into as of this 24th day of September, 2024, 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. Administrative Assistants |
| 2. Library/Media Specialists | 9. Paraprofessionals |
| 3. Department Liaisons | 10. Athletic Trainer(s) |
| 4. Guidance Counselors | 11. Student Assistance Counselor(s) |
| 5. Nurses | 12. Coordinator of Athletic Activities |
| 6. Title 1 & Compensatory Education /
Basic Skills Instructors/Interventionists | |
| 7. CST (Psychologists, Social Workers, LDTC,
Speech Pathologies, Occupational Therapists
Behaviorists, Related Services) | |

But excluding:

- | | |
|---|--|
| 1. Board Secretary/Business Administrator; | |
| 2. Bookkeeping Personnel; | |
| 3. Cafeteria Employees; | |
| 4. Central Office Administrative Assistants; | |
| 5. Central Office Directors and Supervisors; | |
| 6. Principals and Assistant Principals; | |
| 7. Director of Facilities; | |
| 8. Custodial Supervisors; | |
| 9. Substitute Staff Members (other than long-term leave replacement certificated staff appointed for the full school year); | |
| 10. Network Operations Director/State Reporting Monitor; | |
| 11. Custodians, Maintenance and Grounds Staff; and | |
| 12. 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 afforded 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. **Grievance** - 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/Grievant** - An "aggrieved person" or "grievant" 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.
- J. The Association President's schedule shall receive special consideration so that one (1) or two (2) class periods of release time, if needed, will be available each week for DEA business. When release time is necessary, scheduling will be coordinated with the Administration.
- K. The Association President and/or Vice President shall be allotted two (2) total days annually (1 day each or 2 days for the president or Vice President, respectively), for attendance at Association conferences or workshops. Application for these days shall be made at least one (1) month before use and approval for a specific day is subject to the Superintendent's discretion, which will not be unreasonably withheld. Days may not be requested for use on the first or last day of school.

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. During each academic year, teachers shall work no fewer than one hundred eighty-four (184) days and no 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. Emergency/snow days shall not be made up unless the number of instructional days falls below state requirements.
2. New teachers shall attend two (2) additional days of work prior to the beginning of the school year during their first year of service.
3. Teachers shall not be required to work during the annual New Jersey Education Association Convention.
4. The calendar for the ensuing school year shall be issued to the staff upon final Board approval.
5. All required meetings referred-to in Article 9.A.3 will end not more than sixty (60) minutes following the end of the normal student day, except in the case of an emergency.
6. All full day in-service days shall be seven (7) hours in duration and shall include a sixty (60) minute lunch.
7. All school counselors and members of the Child Study Team shall be required to work four (4) additional days during the summer. Two of the days shall be scheduled prior to June 30th each year and two of the days shall be scheduled after August 15th of each year. Staff members will receive a prorated portion of their salary for this work (i.e., per diem based on 1/200) which will be considered pensionable income.

Related Services Staff may be required to work up to four (4) days during the summer on the above schedule due to CST and student needs. Staff members will receive a prorated portion of their salary for this work (i.e., per diem based on 1/200). If Related Services Staff are required to work, scheduling for the required days will be after consultation with the staff member.

B. ADMINISTRATIVE ASSISTANTS

1. The work year for those administrative assistants employed under a ten (10) month contract shall commence one (1) week prior to the first day of school for students and end one (1) week following the last day of school for students 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 commence on July 1 and end on June 30 of each school year. From the Monday before the first day of school for students through the Friday following the last day of school for students, twelve (12) month administrative assistants will 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) floating holiday.
4. All administrative assistants who agree to work on a school holiday will be granted a floating holiday, to be scheduled during the school year subject to administrative approval.
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. The work day for the Athletic Trainer shall 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. The work year for the Athletic Trainer shall be 240 days between July 1st and June 30th.

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:
 - i. New staff members who have not completed one (1) full year of service – five (5) days total.
 - ii. Staff members who have completed one (1) full year of service but fewer than five (5) full years of service – seven (7) days.
 - iii. Staff members who have completed five (5) full years of service but fewer than eleven (11) full years of service – ten (10) days.
 - iv. Staff members who have completed more than eleven (11) full years of service – twelve (12) days.
 - (c) Vacation days are earned and accrued throughout the year. Vacation days can be taken during the school year if approved by the administrative assistant's supervisor. Up to two (2) unused vacation days may 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.
4. The trainer will be entitled to the following vacation days each year. Vacation days can be taken any time 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.
 - (a) New staff members who have not completed one (1) full year of service – five (5) days total.
 - (b) Staff members who have completed one (1) full year of service but fewer than five (5) full years of service – seven (7) days.
 - (c) Staff members who have completed five (5) full years of service but fewer than eleven (11) full years of service – ten (10) days.
 - (d) Staff members who have completed more than eleven (11) full years of service – twelve (12) days.

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. Teachers in their first year of service to the District without a Standard Certification or without prior experience as a teacher in another school district may be required to attend one (1) additional afterschool meeting per month if scheduled by the Administration for the purpose of mentoring, professional development, discussion on District practices, procedures and progress, curriculum discussion, etc. Notice of additional required meetings will be provided to new staff two (2) weeks in advance except in cases of 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 \$500.00 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.
 - (c) Teachers who are approved to work with a student on an independent study basis shall be compensated at the rate of \$150 per student per semester.
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 (6th through 12th) 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 (6th through 12th) grades who are required to teach a sixth (6th) 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 (6th through 12th) grades who are asked and agree to teach a seventh (7th) 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 (7) periods shall not be assigned a homeroom.
- 4. Any elementary, middle or secondary teacher who agrees to give up a preparation period shall be compensated \$35 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 (6th through 12th) 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, 7:30 am to 3:30 pm 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 AND DUTIES FOR PARAPROFESSIONALS ***

- A. The arrival time for paraprofessionals shall reflect the start times in each building but shall not exceed fifteen (15) minutes before the beginning of the pupil's school day.
 - 1. A paraprofessional who is late may be excused by the Building Administrator. Any paraprofessional who is late with an unexcused lateness may have their pay docked for the time they are late.
- 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 1/200th of their annual salary per day prorated to an hourly rate.
- E. Paraprofessionals whose regular, ongoing responsibilities include assistance to students to address toileting, female hygiene, diaper changing or special feeding needs, as verified by the Director of Special Services, shall receive a yearly stipend in the amount of \$900 for such duties. The stipend will be prorated if the paraprofessional's regular assignment is changed mid-year to no longer include such duties.

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.**
 - 1. Teachers shall be required to attend no more than four (4) evening functions as assigned or directed each school year, except in an emergency. Required events shall include back to school night and parent-teacher conferences. Any teacher who is asked and agrees to work beyond the four (4) evening functions shall be compensated at the miscellaneous hourly rate.
 - 2. Teachers who supervise three (3) 30-minute office detentions within a school year shall be credited with one (1) evening function served.
 - 3. Evening conferences for teachers in grades Pre-K through 5 shall occur only on student half days (beginning in the 2025-2026 school year).
- C.** Employees who are 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.
- D.** 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 at the top of their guide shall receive the negotiated increase for their position. Teachers hired on or after February 1st 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

*** 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.** Employees who are required to provide language translation services for meetings or correspondence with parents, excluding their own students, shall be compensated in half (½) hour increments based on the miscellaneous hourly rate set forth in Article 30.
- G.** Tuition reimbursement will be in accordance with Board of Education policy.
- H.** Related Services and CST staff that are required to maintain the following specific license, certification and/or membership and who are employed by the District in active positions in these fields, as verified by the Director of Special Services, shall be reimbursed by the Board for the actual cost of the certification or licensing renewal fee upon presentation of proof of license and proof of payment as follows:
 - 1. New Jersey Speech License (biennial)
 - 2. ASHA Certification (annual)
 - 3. NBCOT (Every three (3) years – Online renewal fee)
 - 4. New Jersey State Occupational Therapy (OT) License (biennial)
 - 5. Physical Therapy (PT) License (biennial)

ARTICLE 15

*** 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 16

*** 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 1st.
- 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. 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. In the event that changes in class, subject and/or building assignments are proposed after the commencement of the school year, the Association and any staff members affected shall be given notice in writing, at least two (2) weeks in advance of the start of their new schedule, to the extent possible.
- D. 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.
- E. Teacher assignments are non-negotiable matters of managerial prerogative.

ARTICLE 17

*** 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 apply 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 18

*** 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:
 - (a) 10-month Employees: If they have worked at least five (5) calendar months of the school year, they shall be given one (1) full increment.
 - (b) 12-month Employees: If they have worked at least six (6) 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 \$55.00 per day. Days above 99 shall be paid at the rate of \$60.00 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.

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 19

*** 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 20

*** 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:
 - (a) 10-month Employees: If they have worked at least five (5) calendar months of the school year, they shall be given one (1) full increment.
 - (b) 12-month Employees: If they have worked at least six (6) 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.
- E.** Leave granted to a non-tenured staff member will be limited by the employee's entitlement under State and Federal law and will not extend beyond the expiration of the individual's employment contract.

ARTICLE 21

*** 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 22

*** 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 23

*** 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 24

*** 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.

The mentoring fee will be paid by the new teacher pursuant to law. If the fee is offered and accepted by the mentor, the Board will reimburse the new teacher for the mentor fee up to \$550 upon the start of the new teacher's second year. If the new teacher receives the reimbursement and leaves the District prior to his or her achieving tenure, the new teacher shall reimburse the District for the fee.

ARTICLE 25

*** 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 26

*** 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 ensure 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 27

*** 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 27(B).

E. The Board shall maintain a Section 125 plan for the duration of this Agreement.

ARTICLE 28

*** 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. 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 29

*** 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 electronic mail with confirmation of receipt.
- 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 30

*** SALARY GUIDES AND STIPEND SCHEDULES ***

July 1, 2024 - June 30, 2027

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.

As stated in Article 13.A.1.(b), unless a staff member's increment is withheld, each staff member moves up one step per year of the contract until the final step (Max) is reached.

Longevity

Longevity includes all 20-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.

20 years	\$1,000
25 years	\$1,250
30 years	\$1,500
35 years	\$2,000

Longevity amounts are paid as part of base salary throughout the year based on completed years of service and are not cumulative.

CERTIFICATED STAFF MEMBER SALARY GUIDES

YEAR	STEP	BA	BA+30	MA	MA+30
2024-25	1	61,725	62,725	63,975	66,125
	2-5	62,425	63,425	64,675	66,825
	6	63,675	64,675	65,925	68,075
	7	64,925	65,925	67,175	69,325
	8	66,175	67,175	68,425	70,575
	9	67,425	68,425	69,675	71,825
	10	68,675	69,675	70,925	73,075
	11	69,925	70,925	72,175	74,325
	12	71,175	72,175	73,425	75,575
	13	73,325	74,325	75,575	77,725
	14	75,475	76,475	77,725	79,875
	15	77,625	78,625	79,875	82,025
	16	79,775	80,775	82,025	84,175
	17	81,925	82,925	84,175	86,325
	18	84,075	85,075	86,325	88,475
	19	86,250	87,250	88,500	90,650

YEAR	STEP	BA	BA+30	MA	MA+30
2025-26	1	63,560	64,685	65,930	67,960
	2	64,060	65,185	66,430	68,460
	3-6	64,760	65,885	67,130	69,160
	7	66,010	67,135	68,380	70,410
	8	67,260	68,385	69,630	71,660
	9	68,510	69,635	70,880	72,910
	10	69,785	70,910	72,155	74,185
	11	71,085	72,210	73,455	75,485
	12	72,385	73,510	74,755	76,785
	13	74,535	75,660	76,905	78,935
	14	76,685	77,810	79,055	81,085
	15	78,845	79,970	81,215	83,245
	16	81,045	82,170	83,415	85,445
	17	83,245	84,370	85,615	87,645
	18	85,445	86,570	87,815	89,845
	19	87,645	88,770	90,015	92,045

YEAR	STEP	BA	BA+30	MA	MA+30
2026-27	1	65,995	67,295	68,475	70,395
	2	66,495	67,795	68,975	70,895
	3	66,995	68,295	69,475	71,395
	4-7	67,495	68,795	69,975	71,895
	8	68,615	69,915	71,095	73,015
	9	69,865	71,165	72,345	74,265
	10	71,140	72,440	73,620	75,540
	11	72,440	73,740	74,920	76,840
	12	73,740	75,040	76,220	78,140
	13	75,890	77,190	78,370	80,290
	14	78,040	79,340	80,520	82,440
	15	80,220	81,520	82,700	84,620
	16	82,420	83,720	84,900	86,820
	17	84,620	85,920	87,100	89,020
	18	86,820	88,120	89,300	91,220
	19	89,070	90,370	91,550	93,470

OTHER SALARY GUIDES

ADMINISTRATIVE ASSISTANTS

STEP	2024-25		2025-26		2026-27	
	10-Month	12-Month	10-Month	12-Month	10-Month	12-Month
1	44,698	53,638	46,443	55,732	48,263	57,916
2	45,198	54,238	46,943	56,332	48,763	58,516
3	45,698	54,838	47,443	56,932	49,263	59,116
4	46,198	55,438	47,943	57,532	49,763	59,716
5	46,698	56,038	48,443	58,132	50,263	60,316
6	47,198	56,638	48,943	58,732	50,763	60,916
7	47,698	57,238	49,443	59,332	51,263	61,516
8 (Max)	48,198	57,838	49,943	59,932	51,763	62,116

PARAPROFESSIONALS

STEP	2024-25	2025-26	2026-27
1	25,733	26,833	27,888
2	26,233	27,333	28,388
3	26,733	27,833	28,888
4	27,233	28,333	29,388
5	27,733	28,833	29,888
6	28,233	29,333	30,388
7	28,733	29,833	30,888
8	29,233	30,333	31,388
9	29,733	30,833	31,888
10 (Max)	30,233	31,333	32,388

ATHLETIC TRAINER

STEP	2024-25	2025-26	2026-27
1	66,125	69,030	71,600
2	66,725	69,580	72,150
3	67,325	70,130	72,700
4	68,025	70,805	73,375
5	68,725	71,480	74,050
6	69,685	72,380	74,850
7	71,085	73,780	76,150
8	72,525	75,220	77,550
9	74,075	76,770	79,115
10	75,995	78,670	81,015
11	77,915	80,570	82,915
12	80,415	83,070	85,415
13	82,950	85,605	87,915
14	86,190	88,830	91,115
15	89,390	92,030	94,315
16 (Max)	96,340	98,980	101,265

COORDINATOR OF ATHLETIC ACTIVITIES

STEP	2024-25	2025-26	2026-27
1	62,848	65,238	67,258
2	63,398	65,788	67,808
3	63,948	66,338	68,358
4	64,598	67,013	69,033
5	65,248	67,688	69,708
6	66,148	68,588	70,508
7	67,348	69,888	71,808
8	68,548	71,188	73,208
9	69,848	72,488	74,773
10	71,448	74,088	76,373
11	73,048	75,688	77,973
12	75,148	77,788	80,073
13	77,263	79,903	82,188
14	79,963	82,603	84,888
15	82,563	85,203	87,488
16 (Max)	88,463	91,103	93,388

**EXTRACURRICULAR GUIDE
2024-2027**

General Provisions

- Miscellaneous Hourly Rate: \$46.80 per hour
- Teachers who are approved to work with a student on an independent study basis shall be compensated at the rate of \$150 per student per semester throughout the term of this agreement.
- Saturday Detention staff will be guaranteed no more than 1 hour of compensation for cancellation without prior notice or no show.
- 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.
- It is understood that the responsibilities and requirements for these activities are at the building administrator's discretion.

Athletic Activities

Sport	Position	Step 1	Step 2	Step 3
Baseball/Softball Cross Country Soccer (Boys/Girls) Tennis (Boys/Girls) Track (Boys/Girls)	Varsity Coach	4,743	6,324	7,904
	Junior Varsity Coach	3,268	4,359	5,448
	Assistant Coach	3,268	4,359	5,448
	Middle School	1,948	2,597	3,247
	Winter Track – Head Coach	3,268	4,743	6,324
Basketball (Boys/Girls)	Varsity Coach	5,428	7,237	9,047
	Junior Varsity Coach	3,602	4,799	5,999
	Freshman	3,268	4,359	5,448
	Middle School	1,948	2,597	3,247
Football	Varsity Coach	6,151	8,247	10,307
	Assistant Coach	4,079	5,439	6,796
	Cheerleading	2,207	2,649	3,090
	Weight Room (Fall)	883	1,103	1,324
	Weight Room (Winter)	883	1,103	1,324
	Weight Room (Spring)	883	1,103	1,324

Other Extra-Curricular Activities

Faber Elementary School

Activity Type	Position	Step 1	Step 2	Step 3
General Clubs	Chess Club Advisor	1,215	1,619	2,024
	Homework Club Advisor	1,215	1,619	2,024
	Newspaper Advisor	1,184	1,580	1,972
	Safety Patrol	1,184	1,580	1,972
	Student Council Advisor	1,184	1,580	1,972
	Yearbook Advisor	1,184	1,580	1,972
Instrumental and Vocal Music	Director	2,066	2,754	3,441
	Assistant	883	1,103	1,324
Girls on the Run	Advisor	2,066	2,754	3,441
	Assistant Advisor	883	1,103	1,324
School Art Projects	Coordinator	1,872		

Lincoln Middle School

Activity Type	Position	Step 1	Step 2	Step 3
General Clubs	Spanish Club	1,215	1,619	2,024
	Yearbook Advisor	1,215	1,619	2,024
	Student Council Advisor	1,353	1,802	2,253
Team Leader	6th, 7th & 8th Grade	1,837	2,448	3,060

Other Extra-Curricular Activities (continued)

Dunellen High School

Activity Type	Position	Step 1	Step 2	Step 3
General Clubs	Art Club	1,215	1,619	2,024
	Art Honor Society	1,215	1,619	2,024
	Biology Club	1,215	1,619	2,024
	Community Service Coordinator	1,215	1,619	2,024
	French Club	1,215	1,619	2,024
	Math League	1,215	1,619	2,024
	National Honor Society	1,215	1,619	2,024
	National Jr. Honor Society	1,215	1,619	2,024
	Safety Ambassador	1,215	1,619	2,024
	Spanish Club	1,215	1,619	2,024
	Book Club	1,215	1,619	2,024
	Volleyball Club	1,215	1,619	2,024
	Black Student Union	1,215	1,619	2,024
	Dungeons and Dragons Club	1,215	1,619	2,024
	Multi-Media Production Club	2,254	3,004	3,755
	Chess Club (combined with LMS)	1,103	1,324	1,548
	Literary Magazine Advisor	1,237	1,644	2,055
	Newspaper Advisor	2,014	2,684	3,354
	Senior Practicum Advisor	2,040	2,719	3,397
	Student Council Advisor	2,040	2,719	3,397
Department Liaisons	Foreign Language / English Math / Phys. Ed & Health / Science Social Studies / Fine Arts	1,593	2,126	2,656
Class Advisors	9th Grade	883		
	10th Grade	1,103		
	11th Grade	1,324		
	12th Grade	2,207		
Transition Project	Coordinator	2,040	2,719	3,397
	Advisor	1,215	1,723	2,024
Yearbook	Advisor	2,913	3,881	4,853
	Assistant Advisor	1,262	1,683	2,106
School Art Projects	Coordinator	1,872		
Instrumental Music and Vocal Music (combined w/ LMS)	Director	3,510	4,681	5,850
	Assistant	1,216	1,620	2,025
	Pep Band Director	2,170	2,754	3,441
	Fall Play - Director	4,784	5,512	6,240
	Musical - Director	4,784	5,512	6,240
	Fall Play – Set Designer	1,352	1,456	1,560
	Musical – Choreographer	1,872	1,976	2,080
	Musical – Conductor	1,872	1,976	2,080
	Musical – Set Designer	2,704	2,912	3,120
	Musical – Vocal Coach	1,872	1,976	2,080
	Musical – Vocal Coach (Asst.)	832	936	1,040

ARTICLE 31

*** DURATION OF AGREEMENT ***

This Agreement shall be effective as of July 1, 2024, and shall be continued in effect until June 30, 2027, 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:

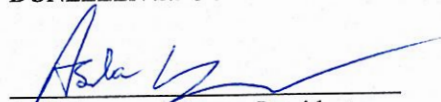

Dr. Isaias Noel Gendrano, President

ATTEST:

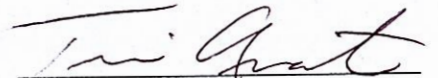

Rich Pepe, Secretary

DUNELLEN EDUCATION ASSOCIATION

BY


Asela Laguna-Mourao, President

BY:


Terri Anastasi, Negotiations Chairperson

ATTEST:

