

AGREEMENT

between

THE BOARD OF EDUCATION

and

THE DENVILLE EDUCATION ASSOCIATION

DENVILLE TOWNSHIP

MORRIS COUNTY, NEW JERSEY

Effective

July 1, 2004

Through

June 30, 2007

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PREAMBLE

This Agreement entered into this _____ day of _____, 2005, by and between the Board of Education of the Township of Denville in the County of Morris, New Jersey, hereinafter called the "Board", and the Denville Education Association of the Township of Denville, County of Morris, New Jersey, hereinafter called the "Association".

ARTICLE 1

NEGOTIATION OF A SUCCESSOR AGREEMENT

1.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 and such amendments to said laws as may be enacted.

ARTICLE 2

RECOGNITION

2.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel, excluding the administration, to mean, Principals, Superintendent of Schools, Assistant Principals, Director of Curriculum, Instruction, Business Administrator and Supervisor of Student Services.

2.2 Unless otherwise indicated, the term "teaching staff member" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teaching staff member shall include female teaching staff member.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

3.1 The Association shall be permitted the use of school mail facilities and mailboxes for Association business, at appropriate times, with the knowledge of the building administrator.

3.2 The Association shall be permitted the use of school facilities at appropriate times, upon notification and approval of the building administrator.

3.3 Whenever any member of the Executive Committee or its designees are required to be absent from school in order to participate in any legal proceedings in which they are a direct party litigant or subpoenaed, said employee shall suffer no loss or pay, nor shall that employee be required to use "personal leave" for such purposes.

3.4 The Association President shall be granted four (4) days per year for Association business. The days may be taken in

half-day increments.

ARTICLE 4

REPRESENTATION FEE

4.1. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of service rendered by the Association as majority representative.

4.2. Upon receipt of written authorization from the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. The representation fee to be paid by non-members will be no more than eighty-five (85%) of that amount.

4.3. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will commence thirty (30) days after the teacher begins his/her employment in a position represented by the Association. The Board agrees to promptly transmit the amount so deducted to the Association.

4.4. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

4.5. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4.6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4(2)(c) and (3) (L.1979, c.477), and the membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to

maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions. The Association shall provide evidence of the existence of this system to the Board and to all non-Association members before any deductions are made.

4.7. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 38.1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4.8. The Association shall indemnify and save the Board harmless from any claims or expenses raised against it pursuant to the Board fulfilling its contractual obligations in accordance with the terms of this Article.

4.9. The Association agrees that any moneys collected under provisions for Agency Fee shall be held in a special account by the Board until such time as legal questions currently under consideration are decided.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

5.1 The Board reserves to itself sole jurisdiction and authority, except as limited by the terms and conditions of this agreement; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against employees for just cause; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to efficiently direct school and district operations; (e) to direct the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to accomplish the mission of the school district.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 A DEA member of the certified teaching staff shall have the right to appeal the application of terms and conditions of employment which are in violation of the contract and administrative decisions involving the terms and conditions of employment. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall

have the right to present his own appeal or designate a representative of the Denville Education Association or another person of his own choosing to appear with him or for him at any step in his appeal.

6.2 A. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. Such discussions must take place within thirty (30) school days of alleged occurrence.

B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal (or immediate superior or department head, if applicable). The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.

C. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with employees or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

D. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) school days.

E.

1) If the aggrieved person is not satisfied with the disposition of his grievance by the Board of Education or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or thirty-one (31) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to the Public Employee Relations Commission (P.E.R.C.). If the Association determines that the grievance is meritorious, it may submit the grievance to P.E.R.C. within thirty

(30) school days after receipt of a request by the aggrieved person.

2) Within ten (10) school days after such written notice of submission to P.E.R.C., the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a 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 P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.

3) The arbitrator's decision shall be in writing and shall be submitted to the Board and Association and shall be final and binding on the parties.

4) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest either with the arbitrator regarding matters of procedural arbitrability or the courts regarding matters of substantive arbitrability.

5) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

F. If any period specified in the terms of school days should occur at the end of the school year, the period will extend into the following school year for any unexpired school days in that step of the grievance procedure.

ARTICLE 7

WORK YEAR

7.1 The work year for all teaching staff members shall be a maximum of 183 days, consisting of 180 days of school sessions as recognized by the State of New Jersey, one (1) day of orientation and two (2) staff development workdays per year. The staff development days shall be 6 hours in duration, each to include one (1) hour for lunch and one (1) fifteen (15) minute break. They may not begin before 8:00 A.M. nor continue beyond 3:30 P.M. There shall be no other District meetings scheduled on staff development days. The staff development workdays shall be scheduled by the Board in conjunction with the school calendar; however, these days shall not be scheduled during the winter, mid-winter or spring recesses.

ARTICLE 8

WORK DAY

8.1 The work day for teaching staff members in the elementary schools shall commence ten (10) minutes prior to the beginning of the official school day and end twelve (12) minutes after the official school closing time. During the official school day, the elementary teaching staff members shall work six (6) hours and forty two (42) minutes, inclusive of a forty five (45) minute duty free lunch period and preparation time, for a total work day of seven (7) hours and four (4) minutes. Elementary teaching staff members shall receive no less than two hundred and twenty-five (225) minutes of preparation time a week, with a minimum daily preparation time of forty-five (45) continuous minutes.

8.2 The work day for teaching staff members in the Valleyview Middle School shall commence ten (10) minutes prior to the beginning of the official school day and end twelve (12) minutes after the official school closing time. During the official school day, the middle school teaching staff members shall work six (6) hours and thirty-three (33) minutes, inclusive of a duty free lunch period equal to the length of an instructional period and preparation time, for a total work day of six (6) hours and fifty-five (55) minutes. Middle School teaching staff members shall receive two (2) periods of preparation time in a nine (9) period day.

8.3 The work day for non-instructional professional staff shall not be less than seven (7) hours nor greater than (8) hours, inclusive of a fifty (50) minute duty free lunch period. The length of the work day depends upon the needs of their assignments and recognizes the need for flexibility in scheduling with these professional positions.

8.4 Some teachers may be required to work a flexible schedule. In those cases, the deviation may not exceed one hour before or after the regular workday set forth elsewhere in Article 8 of this Agreement. A teacher working a flexible schedule will work the same number of hours as otherwise required, continuously, with no breaks other than those called for in this Article. Teachers working a flexible schedule are not required to attend after-school meetings when such meetings conflict with their schedules or do not coincide with their workday. Under such circumstances the teacher must review the meeting minutes within a reasonable time after the minutes become available. Teachers on a flexible schedule will not be assigned a homeroom class.

Flexible time is only available to teachers with the following assignments:

- Remedial Skills;
- Basic Skills;
- Gifted and Talented (ExPO);
- Instrumental Music;
- Child Study Team.

Teachers for these assignments will be selected from volunteers based upon a posting of the position. If no volunteers are available, the Board shall assign a teacher to the position. If a teacher is involuntarily assigned, the position may be reposted the next school year to seek out other volunteers if the assigned teacher does not wish to remain in the position.

8.5 Teaching staff members whose assignments as substitutes results in loss of their preparation time shall be compensated at the "one rate hourly rate" as defined herein. If less than one (1) hour of preparation time is lost, compensation shall be prorated.

8.6 Any teacher directed to teach an additional period or time beyond the contractual work day shall be paid as follows: The time worked shall be computed as a mathematical proportion to a standard class period (45 minutes elementary and 40 minutes middle school) which is understood to be 1/7 of the annualized salary. It is understood that the teacher will complete the class preparation or other duties normally performed during any preparation period. Any compensation paid to a teacher for

additional teaching time shall be considered as regular payroll and subject to the same pension obligations as that teacher's regular annual salary.

8.7 Teaching staff members required to work prior to or after the contractual work year set forth in Article 7 shall be compensated at a rate equal to 1/183 of his/her yearly salary for each day worked.

ARTICLE 9

MEETINGS

9.1 Teachers shall attend two (2) after school meetings on the second and fourth Mondays of each month. These meetings shall last a maximum of one hour. The third Monday of each month shall be reserved for DEA meetings. Up to four (4) meetings per year shall be Superintendent's Meetings. A schedule of the administrative meetings will be published at least one week in advance.

9.2 Team meetings at Valleyview Middle School shall be required (once a week) unless the Team determines to schedule additional meetings.

9.3 Instructional Team Leaders shall meet two (2) times per month with the Building Administrator outside of the regular school day and not on other designated meeting days in Article 9A. The maximum time for each meeting shall be one (1) hour.

ARTICLE 10

MINIMUM DAY

10 Teaching staff members shall have a minimum day, as defined by the applicable State Board of Education regulations, on the following days:

- A. the day before Thanksgiving,
- B. the last day before winter recess,
- C. the last day of the school year, provided teaching staff members have completed all of their year end responsibilities, and

D. as provided in Article 12, "Parent/Teacher Conferences."

ARTICLE 11

LUNCHROOM, PLAYGROUND AND BUS DUTIES

11 A. Teaching staff members may be called upon to supervise lunchroom and playground areas MAP and/or AM/PM duty (PM duties after the teacher's work day). Teaching staff members shall be assigned from a list of volunteers. If no volunteers are available, the Board shall establish a rotating roster and make assignments on the basis thereof. The rate of compensation shall be the "one-rate hourly rate" as follows:

2004-05	\$32.54
2005-06	\$34.04
2006-07	\$35.64

B. These duties will be posted and advertised and implemented on an as-needed basis.

C. If the teaching staff members supervise the aforementioned duties for less than one (1) hour, compensation shall be prorated.

D. Time sheets will be turned in at least monthly to the Building Principal.

E. If the principal is not in the building during bus duty, the teacher will be advised. In case of emergency, the teacher may call the paramedics or the police.

F. Rooms used for bus duty will be within easy access of a telephone.

G. In the event the bus does not arrive within one-half hour, the teacher will contact the Transportation Coordinator or the Board Secretary and, if the afternoon bus is late, shall request another bus.

H. During the last seven (7) minutes at the end of the day, no staff member shall be assigned more than two duty assignments per five day week.

ARTICLE 12

PARENT/TEACHER CONFERENCES

12.1 Teaching staff members shall attend one (1) Back-to-School Night per year.

12.2 Three (3) minimum days for parent/teacher conference sessions shall be scheduled in the fall and three (3) in the spring. These days shall occur consecutively on a Wednesday, Thursday and Friday. The Thursday session will hold two conference blocks, one in the afternoon and one in the evening. Evening conferences will occur from 6:45 p.m. until 9:05 p.m. Friday will be a minimum day for staff.

ARTICLE 13

SIGN IN/SIGN OUT

13 Recognizing that family and personal emergencies may require immediate contact with members of the staff, the following procedures have been established:

A. Each morning, teaching staff members shall indicate their arrival at work with their initials beside their name on the building roster form kept in the main office.

B. If a teaching staff member leaves the building for lunch or at another time for any reason approved by his/her immediate supervisor, he/she will record the time of departure and will record the actual time of return when returning to the building.

C. At the end of the day, teaching staff members will indicate their departure with their initials beside their name.

D. In the event that a teaching staff member shall have a scheduled conference after school with a parent, and the parent fails to arrive at the scheduled time, the individual shall remain in the school building for a minimum of fifteen (15) minutes subsequent to the scheduled conference time, and thereafter, upon departure, the teaching staff member shall sign his or her name on the attendance register and shall further designate time of departure.

E. On minimum days for students, as defined by applicable State Board of Education regulations, and on those days provided for parent/teacher conferences, teaching staff members

shall follow these same procedures for their established work day.

ARTICLE 14

SALARIES AND SALARY GUIDES

14.1 Teaching staff members may individually elect to have any percent (%) of their monthly salary deducted from their pay. These funds shall be paid to the teaching staff member on the final day in June or deposited monthly into an account of the credit union TRICO, or any bank, as established by the Association. The Board shall provide an authorization form to be completed by each participating teaching staff member. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the school year.

14.2 When a payday falls on or during a school holiday, vacation or weekend, teaching staff members shall receive their pay checks on the last previous working day.

14.3 Teaching staff members shall receive their final pay checks on the last working day in June.

14.4 The salaries of all teaching staff members covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

14.5 Eligibility for guide advancement to the next step requires that the employee begin work no later than February 1st of the previous year.

14.6 A "one rate hourly rate" is to be prorated for all hourly positions. Any position presently paid at a higher rate will freeze at that rate until the one rate exceeds it. The hourly rate will be increased in years two and three at the settlement rates.

For each year of the contract the "one rate" hourly rate will be computed. This rate will be published on each year's salary guide page in the Appendix of this agreement.

2004-05	\$32.54
2005-06	\$34.04
2006-07	\$35.64

14.7 Horizontal advancement on the salary guide will occur twice per school year. For all courses completed by September 1st, documentation is required by October 1 and advancement will be retroactive to September 1. For all courses completed by

February 1, documentation is required by March 1 and advancement will be retroactive to February 1.

ARTICLE 15

ADDITIONAL COMPENSATION

15.1 Stipends for the Physical Education/Director and Department Head, and the Head Nurse shall be paid as follows: Apply the rate of settlement each step each year.

SCHOOL YEAR

	2004-05	2005-06	2006-07
one year	1,999	2,091	2,190
two years	2,167	2,267	2,374
three years	2,331	2,439	2,554
four years or more (maximum)	2,498	2,613	2,736

15.2 Teaching staff members who are specifically requested by the Administration to make presentations at official Board of Education meetings shall be compensated at the following "one rate hourly rate" per meeting: \$39.96 (This rate is frozen until the "one rate hourly rate" exceeds it. At that point this payment rate will become the "one rate hourly rate".)

Teaching staff members who agree to make presentations to parents outside the regular school day shall be compensated at the "one rate hourly rate", inclusive of preparation and presentation time:

2004-2005: \$32.54
 2005-2006 \$34.04
 2006-2007: \$35.64

Teaching staff members shall be reimbursed for the cost of materials, provided they have prior approval of the Superintendent or his/her designee.

15.3 Teaching staff members who provide bedside instruction shall be compensated at the one rate hourly rate: (frozen at \$33.57 in year 1) (This rate is frozen until the "one rate hourly rate" exceeds it. At that point this payment rate will become the "one rate hourly rate".)

2004-2005:\$33.57
2005-2006 \$34.04
2006-2007:\$35.64

15.4 Teaching staff members performing curriculum work during the school year after school hours only and during the summer shall be compensated at the "one rate hourly rate":

2004-2005:\$32.54
2005-2006 \$34.04
2006-2007:\$35.64

15.5 a. Teaching staff members who supervise after-school detention at Valleyview Middle School shall be compensated at the "one rate hourly rate":

2004-2005:\$35.16
2005-2006:\$35.16
2006-2007:\$35.64

(This rate is frozen - Year 1 and Year 2 - until the "one rate hourly rate" exceeds it. At that point this payment rate will become the "one rate hourly rate".)

b. If the principal will not be in the building, the teacher will be advised. In case of emergency the teacher may call the paramedics or police.

c. Rooms used for detention will be within easy access of a telephone.

d. Teachers staff members who teach after school or before school GEPA classes or NJASK classes shall be compensated at the "one rate hourly rate" as listed above. They shall be paid one hour of prep for every two hours of instruction.

15.6 Members of the leadership teams for Elementary Partners in Learning Program shall receive a stipend as follows: (Apply the rate of settlement each year.)

2004-2005 School year: \$510
2005-2006 School year: \$534
2006-2007 School year: \$559

15.7 The stipend for the Instructional Team Leaders, Encore Team Leaders, and I&RS team members shall be as follows: (Apply

the rate of settlement each year.)

2004-2005 School year:	\$1,419
2005-2006 School year:	\$1,486
2006-2007 School year:	\$1,556

15.8 The Teachers Teaching Teachers shall be compensated for a minimum of 4 hours of preparation time and 2 hours of instruction at the "one rate hourly rate" which is frozen at \$63.36. (This rate is frozen until the "one rate hourly rate" exceeds it. At that point this payment rate will become the "one rate hourly rate".)

15.9

a. Teachers escorting students on overnight field trips shall be compensated at a rate of:

Year one:\$100 per night; Year Two:\$110 per night; Year Three:\$116

b. Teachers returning to chaperone evening activities shall be compensated at a rate of \$30 per event.

15.10

Teachers attending mandated Child Study Team meetings/IEP meetings before or after the school day or during a preparation period will be compensated at the "one rate hourly rate".

2004-2005:	\$32.54
2005-2006	\$34.04
2006-2007:	\$35.64

15.11

a. An Extended Year Summer Program has been established in Denville under the mandates of the state special education code. Students attend this program for four (4) hours per day five (5) days per week for six (6) weeks. Teachers are required to be in the school for an additional forty (40) minutes per day for preparation and to oversee the arrival and dismissal of students. Using payment made to staff for the 2004 Extended Year Summer Program as the base and applying the settlement rate for each of the three years of this contract, teachers shall be paid as follows:

2005	\$4642
2006	\$4856
2007	\$5084

b. Teachers shall be issued paychecks on the normal pay dates of the district. The final paycheck shall be issued on the last day of summer school. Separate funds shall be made available to provide classroom supplies for this program.

c. Notice of hiring for these positions shall be posted in each of the school buildings as soon as the summer school program needs are determined by the Child Study Team director but no later than April 30th. Hiring priority shall be given to teaching staff currently employed in the district.

15.12 a. A ten month staff member regularly assigned to additional duties between the end of one school year and the beginning of the next as a Guidance Counselor/Scheduler shall be paid their additional per diem salary as added compensation for the extra duties of the position. Said additional compensation shall be considered pensionable during the time period that the individual is assigned the extra duties and shall be paid to the employee in equal installments during the ensuing September to June school year as part of his/her regular pay. In lieu of compensation, the staff member may opt to take up to five (5) days as compensatory time.

b. Should the staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in Appendix of this agreement. It is agreed and understood that such a reduction of salary is solely because the extra duties shall be eliminated and it need not be accomplished as a reduction of salary under the provision of N.J.S.A. 18A:6-10.

ARTICLE 16

EXTRACURRICULAR GUIDE

16.1 Extracurricular assignments shall be performed and/or conducted outside the regular school day, except for those activities which by nature cannot be performed outside the regular school day.

16.2 The salaries of all teaching staff members covered by the extracurricular guide are set forth in Appendix C which is attached hereto and made a part thereto.

16.3 If any extracurricular duties are assigned, they shall be added to the extracurricular guide and the stipend will be agreed upon mutually by the Board and the Association.

16.4 a. All extracurricular positions shall be posted annually in accordance with the following procedure: A notice shall be posted in each school. A copy of said notice shall be given to the Association at the time of posting. The qualifications for the position, its duties, and the rate of compensation as set forth in Appendix C shall be clearly set forth in the posting notification. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or designee, within the time limit specified in the notice.

b. If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified out-of district person who is the holder of an appropriate New Jersey teaching certificate.

c. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedure set forth above, the Board may assign a qualified teaching staff member from within the district.

d. A letter of resignation must be submitted by any teaching staff member who chooses to give up their extra-curricular responsibilities. In such a case, the procedure set forth above shall be followed to hire a replacement.

e. Teachers changing coaching/advising assignments maintain steps previously acquired providing they stay in the same column.

f. Apply the rate of settlement each year to each step of the guide.

ARTICLE 17

SICK LEAVE

17.1 Sick leave for teaching staff members is to be granted at one (1) day per school month additive to the amount of ten (10) days per school year; all days are accumulative year to year. Such leave is accumulative until after which only further service can be considered for further accumulation.

17.2 Personnel on sick leave through a school holiday will be paid for that holiday whether or not they possess sick leave to cover the days preceding or following that holiday.

17.3 When absence, due to illness, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may

pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such a length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

ARTICLE 18

PERSONAL LEAVES OF ABSENCE

18.1 Teaching staff members shall be granted up to four (4) personal days per year with pay when requested in writing. Said days shall be granted without the requirement of stating a reason for the use of such days.

18.2 The Board of Education may, at its discretion, authorize leave in excess of these days for good cause.

18.3 Personal days shall not be given to any employee before or after a holiday except for just cause.

18.4 Unused personal days shall convert to sick days at the end of the school year and accumulate as provided in Article 17 or, in the alternative, teaching staff members may request to be compensated for unused personal days at the end of the school year, which compensation shall be equivalent to the current rate of pay for substitutes. Alternatively, unused personal days may accumulate and be used as family illness days. Personal days converted to family illness days may not be submitted for reimbursement at retirement.

ARTICLE 19

BEREAVEMENT LEAVE

19 In the case of death in the immediate family during the school session, board employees shall be allowed five (5) school days leave of absence without deduction of pay. This leave is exclusive of sick allowance statutorily intended for personal illness only, pursuant to 18A:30-1 et. al. (Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents, grandchildren, or mother/father-in-law, brother/sister-in-law, or any other family member living in the same household.) In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relative of second degree refers to uncle,

aunt, niece, nephew, cousin or other in-law).

ARTICLE 20

JURY DUTY

20 Any teaching staff member serving on a jury of the United States shall be paid by the Board of Education at his/her daily rate of pay, for every day the teaching staff member is required to be away from the job for the reason of serving on the said jury.

ARTICLE 21

MATERNITY AND/OR CHILD REARING LEAVE

21 The Board of Education will grant a leave of absence for child rearing to teaching staff members under tenure, according to statute, under the following condition:

A. A teaching staff member who is pregnant will file with the Superintendent not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth.

B. Upon recommendation of the Superintendent and approval by the Board, requested child rearing leave will commence on the date specified by the teaching staff member or the date of birth or adoption, whichever is first.

C. All extended maternity and child rearing leaves shall be up to a maximum of two and a half (2 ½) years. The school year of birth after February 1st plus two additional years shall be the maximum. Requests for leave must be made annually. Five months before the scheduled date of return, notification of return or a request for an extension must be received by the board. If such request is not made it will be deemed that the employee has resigned.

D. If evaluations of the teaching staff member indicate that she is not performing her duties, the Board may require a physical examination and have the teaching staff member's physician consult with the school medical officer.

E. The Board may grant a teaching staff member's request to rescind an approved child rearing leave for extenuating

circumstances as may be determined by the Board in each individual case.

F. Teaching staff members adopting a child will be entitled to child rearing leave in accordance with the terms and conditions of this provision.

G. The terms of this provision shall apply to both male and female teaching staff members, but in no event shall more than one (1) teaching staff member from the same household be entitled to child rearing leave under this provision.

ARTICLE 22

SABBATICAL LEAVE

22.1 Sabbatical Leave may be recommended by the Superintendent on an individual teaching staff member requirement basis. The recommendation will be submitted by the Superintendent to the Board of Education in writing, setting forth the reasons for the recommendations and justifying such leave by reason of benefits to be derived by the school system.

22.2 Sabbatical Leave shall be granted subject to the following conditions:

A. If there are sufficient qualified applicants, sabbatical leave shall be granted to no more than one (1) teaching staff member per district per school year.

B. Priority shall be as follows:

1. Length of active service in Denville

2. All things being equal, the Superintendent of Schools shall make the final decision based on the benefits to be derived from the program that the applicant pursues.

C. Requests for Sabbatical Leaves must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Superintendent and the Denville Education Association, no later than November 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

D. The teaching staff member must file an application containing:

1. Description of course(s) to be taken;
2. Statement of how these courses will contribute to or benefit the school system;
3. Statements of long-range professional objectives.

E. The teaching staff member has completed at least seven (7) full school years of active service in the Denville School district.

22.3 A teaching staff member on Sabbatical Leave for one full year shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty, if said leave is for full time study.

22.4 A teaching staff member on Sabbatical Leave who has completed ten (10) years of service in the Denville School District shall be paid by the Board at seventy-five percent (75%) of the salary rate which he would have received if he had remained on active duty, if said leave is for full time study.

22.5 Upon return from Sabbatical Leave, a teaching staff member shall be placed on the salary schedule at the level which he should have achieved had he remained actively employed in the system during the period of his absence.

22.6 While on Sabbatical Leave, the teaching staff member shall not be paid for any courses he or she may pursue or any other expenses. The teaching staff member is entitled to insurance benefits; however, there will be no accumulation of unused sick days which might be credited if not granted sabbatical.

22.7 Teaching staff members will remain in the employ of the Board for two (2) school years after return from sabbatical or salary paid during sabbatical shall be reimbursable to the Board.

ARTICLE 23

SEVERANCE BENEFITS

23.1 Legal retirement shall be determined by pension eligibility as recognized by T.P.A.F.

23.2 Those teaching staff members in the employ of the Board of Education prior to 1965 who accumulated sick days will be paid for those days at the current per diem rate upon retirement;

provided, however, that their per diem rate of pay shall be frozen at their per diem rate for the 1990-1991 school year for the purposes of this Article.

23.3 From 1965 until the 1971-72 school year, no sick days were accumulated for purposes of payment upon retirement as described in this Article.

23.4 On or before June 30, 2002, upon legal retirement or voluntary separation, teaching staff members shall be compensated at the rate of \$100 per day for any up to one hundred-fifty (150) days of unused sick leave accumulated while in the employ of the Denville Township Board of Education since July 1, 1972, with a minimum payment of \$5,000 irrespective of the number of unused sick leave days accumulated. Teaching staff members may elect payment under this provision for either July 1, 2002 or January 15, 2003.

Effective July 1, 2002, upon legal retirement, teaching staff members shall be compensated at the rate of \$60 per day for any unused sick leave up to one hundred-sixty days (160) accumulated while in the employ of the Denville Township Board of Education.

23.5 Payment for unused accumulated sick leave shall be limited to 150 days; provided, however, that the cap on payment for accumulated sick leave for any teaching staff member who has accumulated more than 150 sick days as of July 1, 1988 shall be the number of sick days accumulated as of that date.

23.6 Payment of severance benefits shall be made to the estate of any staff member who dies while in service, and who would otherwise have been eligible to receive such benefits.

ARTICLE 24

INSURANCE PROTECTION

24.1 The Employee Health Insurance Benefit shall be as follows:

A. Effective July 1, 1999, the coverage will be Blue Card PPO administered by Horizon Blue Cross/Blue Shield, with no gatekeeper. The benefits available under this plan are set forth in the "Comparison of Benefits" provided by Horizon Blue Cross/Blue Shield-Appendix D. This document shall be retained by the district Business Administrator as long as the policy is in effect. In addition, HMO Blue may alternately be selected at the option of the employee.

Cash-out Option: An employee whose spouse has duplicate medical coverage who agrees to forgo their medical benefits for a school year shall receive fifty (50%) of the actual cost of the premium at the level to which he or she is entitled, provided a Section 125 Plan for a cash opt-out plan is instituted for all of the membership. Such choice shall be in writing on or before May 1 of the school year prior to the school year in which the medical coverage is being waived.

B. A Prescription Plan, excluding oral contraceptives, shall be provided, covering both employee and his/her eligible dependents, with a co-payment as follows: one time payment for mail-in prescriptions, ten (\$10) co-pay for generic and fifteen (\$15) dollars co-pay for name brand prescription medications.

C. Effective with the 1989-1990 school year, the Board shall provide a three party dental insurance plan equal to or better than the New Jersey Dental Service Program I-A providing the following benefits:

Co-Payment Preventive & Diagnostic	100%
Remaining Basic Benefits	80%
Crowns, Inlays and Gold Restorations	50%
Prosthodontic Benefits	50%
The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,500	
Co-Payment Orthodontic Coverage	50%
Orthodontic Benefits are subject to a \$1,000 maximum per case which is separate from the \$1,500 maximum mentioned applicable to Basic and Prosthodontic Benefits.	

24.2 \$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Service.

24.3 Effective July 1, 2002, the maximum amount that the Board shall be required to contribute toward the premiums of the dental insurance program shall be \$48,816.40; any premium in excess of that amount shall be borne by the employees participating in the dental insurance program. Beginning July 1, 2004, the Board will pay, per employee, the amount equal to the

amount it paid in 2003-04 per employee who elected dental.

24.4 Carrier Changes - In the event the Board anticipates a change of insurance carrier(s), the Association shall be provided with at least sixty (60) days advance notification or a period of time mutually agreeable to the Board and the Association (from date of reception of insurance contracts) to enable it to analyze both plans to determine whether the new plans are substantially equivalent to the current plan. The Board shall provide the Association with all necessary information, including but not limited to, complete copies of both insurance contracts.

ARTICLE 25

TUITION REIMBURSEMENT

25.1 To provide additional growth in a major field of study and thereby benefit the school district, the Board of Education will reimburse all full time employees for tuition costs of courses taken subject to the following conditions:

A. The course is:

1. a graduate level course within the teaching staff member's area of specialization; or

2. in pursuit of an advanced degree in the teaching staff member's area of specialization; or

3. in the field of education and would enhance the teaching staff member's instructional capacity.

4. required to attain "highly qualified teacher" status;

25.2 Approval of the Principal and Superintendent shall be required prior to course registration.

25.3 Tuition reimbursement shall be authorized upon presentation of the receipt for payment of a course to the Superintendent.

25.4 Maximum of nine (9) credit hours at the prevailing State College Rate (Rutgers University).

25.5 If on April first, the Superintendent determines that funds remain in the tuition budget, he shall advise all personnel of the availability and may authorize the waiver of stipulation four (4) above until the budget line is exhausted.

25.6 The Board reserves the right to deduct from the employee's salary an amount equal to such tuition reimbursement in the event that:

A. The course is not fully completed for credit points, and a grade of "B" or better is not earned in the course or a "pass" is not received in a course evaluated on a pass/fail basis; or

B. The employee does not remain in the school district for at least one school year, if recommended for re-employment, following completion of said course(s).

25.7 Application for course approval shall be presented to the Superintendent no later than one (1) month prior to the start of the semester in which the course(s) are to be taken.

25.8 To be eligible for tuition reimbursement, teaching staff members must have been employed by the Board for two (2) full school years.

ARTICLE 26

TRAVEL EXPENSES

26 The validity of payments for job related travel expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if travel is among schools to which the employee is assigned. Use of a personal vehicle for approved school purpose is reimbursable to the employee at the rate established by the Internal Revenue Service.

ARTICLE 27

PROFESSIONAL CONFERENCES

27 Any teaching staff member of the Denville Township School District may be permitted by the Superintendent to attend conferences and make visitations which in the opinion of the Superintendent, may ultimately benefit the educational program and school system and which are generally authorized by the budget.

ARTICLE 28

PROFESSIONAL GROWTH

28.1 The Board of Education recognizes the value to professional staff members and to the school district of the participation of teaching staff members in professional meetings

and conferences at the local, state, national, and regional levels. Such meetings may promote professional competence by providing leadership opportunities for staff members, by enabling staff members to learn of professional developments, and by affording opportunities for the appraisal of programs and practices that may be implemented in this district. The Board shall budget for attendance at professional conferences by staff members under their supervision.

28.2 All requests for attendance at professional meetings or conferences must be made through the principal. Requests must be made on a form provided by the Superintendent and must include the estimated costs of attendance. The Superintendent is authorized to approve any such request for attendance of not more than one (1) day's duration. Any request for attendance at a professional conference exceeding one (1) day requiring overnight lodging or costs must be approved by the Superintendent and the Board. Approval granted in accordance with the policy shall be without loss of pay, sick leave, or personal leave.

28.3 No reimbursement shall be made for attendance at professional conferences without submission to the Business Office of a copy of the approved request and documentary evidence of expenses incurred. The staff member who attends an overnight conference shall submit either a verbal or written report of the conference, as determined in consultation with the principal, within one (1) week of the conclusion of the conference.

ARTICLE 29

IN-SERVICE CREDIT

29.1 Teaching staff members shall receive either the equivalent of one (1) college credit for purposes of salary guide advancement or monetary compensation for every four (4) hours of in-service workshop attended as follows:

2004-2005	\$66.02
2005-2006	\$69.06
2006-2007	\$72.30

In-service credit shall only be granted or paid during the year in which a teaching staff member satisfied the four (4) hours of in-service workshop requirement and shall not be earned on a prorated basis.

28.2 In-service workshops shall be scheduled outside the regular work day and are not otherwise scheduled as part of the regular school calendar workshops.

ARTICLE 30

NON-RESIDENT TEACHER TUITION

30.1 Whenever any non-resident teaching staff member enrolls his/her child (children) in the Denville Township Public Schools, all tuition costs shall be reduced by fifty percent (50%) for the child (children) enrolled, regardless of the residency of the teaching staff member.

30.2 Any non-resident teaching staff member who wishes to enroll his/her child (children) in the Denville Township Public Schools shall do so in accordance with the terms and conditions set forth in the Tuition Agreement presently in effect in the Denville Township School District which appears in this Agreement as Appendix B.

ARTICLE 31

ASSIGNMENT AND TRANSFER

31.1 All teaching staff members are otherwise subject to assignment or transfer at the direction of the Board of Education upon recommendation of the Superintendent of Schools. The following factors shall be considered in transfers or assignments:

A. When vacancies exist, teaching staff members shall be notified in writing, so that they may apply for same.

B. When transfers are to be made, persons involved shall be interviewed by the Superintendent and the reasons for transfer shall be reviewed.

C. When room changes are required to be made on a non-work day, teaching staff members shall be compensated for a full day of work as defined by Article 8 as follows:

2004-2005	\$182.35
2005-2006	\$190.75
2006-2007	\$199.70

ARTICLE 32

TEACHER EVALUATION

32.1 A Committee comprised of teaching staff members, administrators and the superintendent shall be designated to

review and develop the form to be utilized for the evaluation of all teaching staff members. The DEA shall be permitted to appoint three teaching staff members to the Committee provided that one teaching staff member is selected from each of the three (3) schools in the district. All other Committee members shall be appointed by the Board or its designee.

32.2 The final determination of the evaluation form utilized shall be made by the Board.

ARTICLE 33

TEACHER EVALUATION PROCEDURES

33.1 Observations and evaluation shall be uniformly applied among the three (3) schools to tenured and non-tenured teaching staff members in accordance with State statutes, regulations and Board Policy.

33.2 Teaching staff members shall be informed of the identity of their observers/evaluators.

33.3 Observations shall take place at reasonable intervals prior to the preparation of an evaluation.

33.4 Teaching staff members shall have the right to respond in writing to observation/evaluation reports presented at the observation/evaluation conference.

33.5 Observation/evaluation reports shall be maintained in a teaching staff member's central office personnel file.

33.6 The official evaluation form shall be completed by the building principals, assistant principal and/or by a member of the Central Office administration.

33.7 a) Non-tenured teaching staff members shall uniformly participate in a mid-year summative conference. The conference shall occur at a mutually convenient time for teaching staff member and evaluator provided that it occurs within ten (10) school days after receipt of the evaluation. If such conference does not occur within this ten (10) day period, the conference shall be scheduled by the evaluator.

b) The annual summary conference shall occur at a mutually convenient time for teaching staff member and evaluator provided that it occurs within ten (10) school days after receipt of the evaluation. If such conference does not occur within this ten (10) day period the conference shall be scheduled by the

evaluator.

33.8 Within ten (10) school days of an observation/evaluation, a copy of same shall be given to the teaching staff member and a conference held with the evaluator.

33.9 A copy of the signed official evaluation and the teaching staff member's additional comments, if any, shall be placed in the teaching staff member's Central Office Personnel file.

33.10 Professional improvement/development plans shall be based on individual's job description and evaluation and shall serve as a guide to assist each staff member and the Denville Schools, as a whole, to foster the highest levels of professional excellence. Furthermore, they shall provide a focus for district wide professional development efforts.

33.11 A professional improvement plan will be developed jointly between the appraisee and the appraiser at the time of the Year End Summary Conference. It shall include a written statement of actions mutually agreed upon by appraisee and appraiser to correct the specific deficiency or deficiencies cited in the Year End Evaluation. This statement shall include the following:

33.12 Performance objectives, including clearly stated criteria and expected outcomes.

A. Timeliness for implementation of corrective measure.

B. A clear understanding of the responsibilities of the teaching staff member supervisor and district regarding time, space, materials, and activities connected to the implementation of the plan.

C. Nothing contained in this provision shall be construed to limit the performance objectives and/or criteria which may be included in the professional improvement plan by the Board as required by N.J.A.C. 6:3-1.19 and 6:3-1.21.

D. Derogatory notations should be part of the teaching staff member's file only if he/she is aware of them and has an opportunity to write his/her reactions.

E. Every effort shall be made to coordinate observations between departments/schools where individuals are shared.

F. Where deficiencies are noted in an observation or

evaluation, appropriate time and assistance for remediation shall be given prior to re-evaluation of those deficiencies.

ARTICLE 34

WITHHOLDING AN INCREMENT

34.1 Teaching staff members whose work fails to show evidence of continued professional improvement and development and whose work does not receive the recommendation of approval by the Superintendent to the Board of Education will not be granted normal increments or adjustments. Prior to voting on a recommendation to withhold a salary increment the Board shall offer the teaching staff member the right to a hearing before this Board or a committee thereof. The Board shall within 10 days of withholding an increment give written notice of such action, together with the reasons therefor, to the teaching staff member concerned.

ARTICLE 35

NONRENEWAL OF A NONTENURED TEACHING STAFF MEMBER

35.1 The Board shall meet in accordance with the law each year to consider the renewal and nonrenewal of contracts for nontenured teaching staff members and to determine those teaching staff members who will not be reemployed. Each teaching staff member whose reemployment will be discussed at such a private meeting will be so notified in order that he/she may request discussion at a public meeting.

35.2 The Board shall notify each nontenured teaching staff member to whom reemployment will not be offered of such nonrenewal in writing in accordance with the law. Any teaching staff member whose contract has not been renewed by the Board may apply in writing to the Board within fifteen days of notification for the reasons of nonrenewal. The Board will provide a written statement of reasons within thirty days of the receipt of any such request. The Board will also provide any nonrenewed teaching staff member with an opportunity to meet informally with the Board of Education, provided that a request for such an appearance is received within ten days after the teaching staff member receives the statement of reasons provided by the Board.

ARTICLE 36

PERSONNEL RECORDS

36.1 Records maintained in the personnel files of this district are not public records and are not open to inspection except as provided for in this Agreement. Personnel records may be inspected by the Board of Education and by school administrators to the extent that such inspection is required in the performance of the inspector's duties. A teaching staff member may inspect his or her personnel file provided that the teaching staff member reviews the record in the presence of the administrator designated to maintain the file; and makes no alteration or addition to the file nor removes any material from it.

36.2 Effective with the date of this Agreement, no material shall be entered into a teaching staff member's personnel file without the teaching staff member's knowledge of its inclusion. The teaching staff member shall indicate his or her knowledge by signing the same.

ARTICLE 37

MENTORING

37 If funding is received from the State, the district will pay for mentoring of First Year Traditional Route Teachers at \$600 per teacher and for Second Year Traditional Route Teachers at \$400 per teacher. Monies will be paid directly to the mentor at two pay periods per year (\$300 + \$300) and (\$200 + \$200) in December and June. This shall continue each year as long as funding continues. Alternate Route Teachers shall be at the same rate.

ARTICLE 38

DISTRIBUTION OF THE AGREEMENT

38.1 When this Agreement is signed and copies are made, all teaching staff members shall receive a copy of the 2004-2007 Agreement.

ARTICLE 39

DURATION OF AGREEMENT

39.1 This Agreement shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

DENVILLE BOARD OF EDUCATION

By: _____
Secretary

By: _____
President

Dated: _____

Dated: _____

DENVILLE EDUCATION ASSOCIATION

By: _____
Secretary

By: _____
President

Dated: _____

Dated: _____

APPENDIX A

DENVILLE GUIDE PLACEMENT CONVERSION CHART

Experience
Factor
6-87

	1987-88	1988-89	1989-90	1990-91
	Progress to	
	1987-88	1988-89	1989-90	1990-91
0	R	2	3	4
1-5	Q	3	4	5
6	P	4	5	6
7	O	5	6	7
8	N	6	7	8
9	M	7	8	9
10	L	8	9	10
11	K	9	10	11
12	J	10	11	12
13	I	11	12	13
14	H	12	13	14
15	G	13	14	15
16	F	14	15	16
17	E	15	16	17
18	D	16	17	18
19	C-1			
20	C-2	17	18	18

21	C-3			
22	B-1	18	18	18
23	B-2			
24 +	A	18	18	18

YEARS OF EXPERIENCE ARE NOT EQUAL TO THE
STEPS ON THE SALARY GUIDE

APPENDIX A-1

DENVILLE EDUCATION ASSOCIATION SALARY GUIDE

2004-2005

DENVILLE BOARD OF EDUCATION						
TEACHER SALARY GUIDES						
2004/2005						
	BA	BA+30	MA	MA+30	PHD	
STEP						
1	40,324	41,240	42,869	43,928	44,928	
2	40,719	41,635	43,264	44,323	45,323	
3	41,119	42,044	43,689	44,759	45,759	
4	41,599	42,535	44,283	45,367	46,367	
5	42,204	43,154	44,928	46,029	47,029	
6	43,114	44,084	45,898	47,023	48,023	
7	44,039	45,031	46,929	48,079	49,079	
8	44,989	46,003	47,942	49,118	50,118	
9	45,989	47,026	49,056	50,260	51,260	
10	47,609	48,683	50,785	52,032	53,032	
11	50,139	51,263	53,461	54,766	55,766	
12	52,869	54,047	56,405	57,773	58,773	
13	55,719	56,954	59,480	60,917	61,917	
14	58,769	60,064	62,715	64,221	65,221	
15	61,919	63,286	66,144	67,736	68,736	
16	65,169	66,613	69,695	71,378	72,378	
17	68,519	70,143	73,401	75,180	76,180	
18	71,969	73,732	77,084	79,137	80,137	

"One Rate" Hourly Rate: 2004-05 \$32.54

APPENDIX A-2

DENVILLE EDUCATION ASSOCIATION SALARY GUIDE

2005-2006

DENVILLE BOARD OF EDUCATION					
TEACHER SALARY GUIDES					
2005-2006					
	BA	BA+30	MA	MA+30	PHD
STEP					
1	41,444	42,544	44,544	45,594	46,594
2	41,839	42,939	44,939	45,989	46,989
3	42,234	43,334	45,334	46,384	47,384
4	42,839	43,939	45,939	46,989	47,989
5	43,444	44,544	46,544	47,594	48,594
6	44,294	45,394	47,394	48,444	49,444
7	45,194	46,294	48,294	49,344	50,344
8	46,144	47,244	49,244	50,294	51,294
9	47,144	48,181	50,211	51,415	52,415
10	48,744	49,818	51,920	53,167	54,167
11	51,324	52,448	54,646	55,951	56,951
12	54,114	55,292	57,650	59,018	60,018
13	57,104	58,339	60,865	62,302	63,302
14	60,294	61,589	64,240	65,746	66,746
15	63,584	64,951	67,809	69,401	70,401
16	66,979	68,423	71,505	73,188	74,188
17	70,474	72,098	75,356	77,135	78,135
18	74,069	75,832	79,184	81,237	82,237

"One Rate" Hourly Rate:

2005-06

\$34.04

APPENDIX A-3

DENVILLE EDUCATION ASSOCIATION SALARY GUIDE

2006-2007

DENVILLE BOARD OF EDUCATION						
TEACHER SALARY GUIDES						
2006-2007						
	BA	BA+30	MA	MA+30	PHD	
STEP						
1	42,279	43,479	45,879	47,079	48,279	
2	42,674	43,874	46,274	47,474	48,674	
3	43,069	44,269	46,669	47,869	49,069	
4	43,664	44,864	47,264	48,464	49,664	
5	44,264	45,464	47,864	49,064	50,264	
6	45,259	46,459	48,859	50,059	51,259	
7	46,299	47,499	49,899	51,099	52,299	
8	47,384	48,584	50,984	52,184	53,384	
9	48,569	49,769	52,169	53,369	54,569	
10	50,254	51,454	53,854	55,054	56,254	
11	52,939	54,139	56,539	57,739	58,939	
12	55,829	57,029	59,429	60,629	61,829	
13	58,919	60,154	62,680	64,117	65,117	
14	62,209	63,504	66,155	67,661	68,661	
15	65,599	66,966	69,824	71,416	72,416	
16	69,089	70,533	73,615	75,298	76,298	
17	72,679	74,303	77,561	79,340	80,340	
18	76,369	78,132	81,484	83,537	84,537	

"One Rate" Hourly Rate: 2006-07 \$35.64

APPENDIX B

NON-RESIDENT TEACHER TUITION AGREEMENT

WHEREAS, the Board of Education of the Township of Denville (hereinafter referred to as the "Board") operates a kindergarten through eighth grade school district for students who are domiciled in the Township of Denville or are otherwise eligible for a free public school education in accordance with N.J.S.A. 18A:38-1;

WHEREAS, the Board has authorized the Superintendent of Schools to interview students who are not domiciled in the Township of Denville but are interested in enrolling in the Denville Public School District where there exists space in the grade or classes in question;

WHEREAS, _____ (student) is desirous of enrolling in the School of the Denville Public School District for the _____ school year; and

WHEREAS, the Board is willing to enroll said student in the Denville Public School District, provided the student pays the tuition set forth in this Agreement and complies with all of the rules and regulations of the school in which he/she is enrolled, the Denville Board of Education and the State Board of Education, and the laws of the State of New Jersey.

IT IS, THEREFORE, agreed by the parties that the following paragraphs shall constitute the terms and conditions of this Tuition Agreement:

1. The Board hereby agrees to enroll _____ (student) in the _____ School of the Denville Public School District for the school year and allow the student to attend classes associated with his/her level and participate in all activities of the school.

2. _____ (parent(s) names), the parent(s) of _____ (student), hereby agree to pay the Board the sum of \$_____ as tuition for the privilege of allowing their child to attend classes in the Denville Public School District for the _____ school year.

3. The sum of \$_____ shall be paid to the Board Secretary as a deposit upon the signing of this Agreement. The balance of the tuition shall be paid in two equal installments. The first payment shall be paid to the Board Secretary no later than September 1, and the second payment shall be paid no later than January 1. In the event of late enrollment, tuition shall be prorated in accordance with the number of days remaining in the school year. Failure to make timely payments pursuant thereto shall result in the immediate exclusion of the student from the Denville Public School District. Non-resident employees of the Denville School system

who enroll their children in the Denville public schools may elect to pay the tuition in ten (10) monthly payroll deductions.

4. The student hereby agrees and the parent(s) hereby agree to ensure that their child complies with the rules and regulations of the school in which he/she is enrolled, the Denville Board of Education, the State Board of Education, and the laws of the State of New Jersey. Failure to comply with the foregoing laws, rules and regulations shall result in the imposition of disciplinary action which may include the exclusion of the student from the Denville Public school District.

5. The parties hereto recognize that the student does not have the right to enroll in the Denville Public School District. Enrollment is a privilege which may be revoked by the Board at any time. Should the student be excluded from the Denville Public School District, the parent(s) shall immediately enroll their child in the school district in which they are domiciled or another public or private school.

6. If the parent(s) of _____ (student) do not pay the tuition due under Paragraph 3 when it is due, _____ (student) shall be excluded. If excluded for nonpayment of tuition, the parent(s) of _____ (student) must also pay all costs, including reasonable attorney fees, related to the collection of any monies owed to the Board.

7. Nothing contained in this Agreement shall be construed to obligate the Board to renew this Tuition Agreement in any subsequent school year.

WITNESS:

PARENT/GUARDIAN

PARENT/GUARDIAN

CHILD (ADULT PUPIL)

Dated:

WITNESS:

BOARD OF EDUCATION OF
THE TOWNSHIP OF DENVILLE

Board Secretary

Superintendent of Schools

APPENDIX C

EXTRACURRICULAR GUIDE

The salaries of all teachers covered by the extra-curricular guide are set forth in the following schedule:

2004 - 2005	A	B
1 year	1,347	1,888
2 years	1,527	2,246
3 years	1,705	2,605
4 years or more (maximum)	1,888	3,230

2005-2006	A	B
1 year	1,410	1,976
2 years	1,598	2,350
3 years	1,784	2,725
4 years or more (maximum)	1,976	3,379

2006-2007	A	B
1 year	1,477	2,069
2 years	1,673	2,461
3 years	1,868	2,853
4 years or more (maximum)	2,069	3,538

For the purpose of the Extra-Curricular Guide, the following activities shall be categorized as follows:

Extra-Curricular Activities

A

Club Advisor *(to be announced)

Yearbook

Student Council

School Newspaper

Literary Magazine

Mathematics

Art

Technology

Science

Computer

K-Club

Safety Patrol

Builders Club

Elementary Math Club

Forensics

B

Chorus

Director:

Interscholastic/

Intramural Athletic Program

Band (4-5)

Band (6-8)

Baseball

Basketball

Soccer

Softball

Cheerleading

Boys Cross Country

Girls Cross Country

School Play/Musical

Wrestling

ADDENDUM TO MEMORANDUM OF AGREEMENT

Denville Board of Education

- and -

Denville Education Association

Letter of Understanding

The Denville Board of Education and the Denville Education Association understand the need, on a limited scope, to provide outside coverage for dismissal in all three schools. These teachers will not serve as "traffic cops" but will assist in an orderly dismissal procedure. The Board of Education does not intend that this practice become widespread within the district. As such, this position alone (one in each building) will be compensated as an extra duty and will be compensated as such. The position will be posted in each building. If there is more than one volunteer in each building a rotation schedule shall be established. It is understood that should this practice need to be amended, the Board of Education and the Denville Education Association will convene a committee to review the implementation of the practice within the district.

In witness whereof the parties have affixed their signatures:

FOR THE BOARD

FOR THE ASSOCIATION

Witness

8/16/04

Witness

8/16/04