

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

**July 1, 2017 – June 30, 2020**



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**\*PREAMBLE \***

This agreement entered into this 1st day of June, 2017 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 predominately upon the quality and morale of the teaching service; and,

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

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

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

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

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

## ARTICLE 1

### \* RECOGNITION \*

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

- |  |                                  |
|--|----------------------------------|
| 1. Teachers  | 8. Special Services Personnel    |
| 2. Library/Media Specialists                                   | 9. Secretaries                   |
| 3. Department Liaisons   | 10. Classroom/Teacher Aides      |
| 4. Guidance Counselors   | 11. Athletic trainer             |
| 5. Nurse   | 12. Student Assistance Counselor |
| 6. Title 1 & Compensatory Education / Basic Skills Instructors |                                  |
| 7. Social Workers  |                                  |

But excluding:

1. Administrative Assistants not employed as teachers in the district
  2. Board Secretary/Business Administrator
  3. Bookkeeping Personnel
  4. Cafeteria Employees
  5. Central Office Secretaries
  6. Director of Special Services
  7. Principals and Assistant Principals
  8. Supervisor of Building and Grounds
  9. Assistant Supervisor of Building and Grounds
  10. Substitute Teachers
  11. IT Director / Computer Technician
  12. And such other employees not specifically included above.
- B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
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 for teaching, secretarial, and classroom/teacher aide personnel under contract employed by the district. The Association shall submit to the Board by December 1 of each year a notarized list of the active members of the Association.
- D. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.
- E. The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

## **ARTICLE 2**

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

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

## ARTICLE 3

### \* GRIEVANCE PROCEDURE \*

#### A. DEFINITIONS

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

#### B. PURPOSE

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

1. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with Level III of this procedure and all parties agree to abide by the decision made at that level.
2. A grievance and the procedure relative thereto shall not be deemed applicable to:
  - (a) any rule or regulation of the state Board of Education;
  - (b) any rules pertaining to the internal management of the Board;
  - (c) a complaint of a non-tenured employee, which arises by reason of his/her not being re-employed;
  - (d) a complaint by any certificated personnel 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 s/he 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 his/her own appeal or to designate a representative to appear with him/her at any step in his/her 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 his/her grievance with his/her immediate Supervisor. The employee may present his/her own appeal or designate a representative of the Association to appear with him/her at this step. A decision shall be rendered by the immediate Supervisor within five (5) school days of said hearing.

#### **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 his/her 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 his/her 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 his representative, if there be one, of his/her 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 him/her 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 him/her, 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 his/her 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, his 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 s/he 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 teacher by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her 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 his office, position or employment or the salary or any increments pertaining thereto, then s/he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her own choice from the Association present to advise him/her and represent him/her during such meeting or interview.

## **ARTICLE 6**

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

- A.** The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time, 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, s/he 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 typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and/or loss of equipment resulting from Association use. The denial of the use of such equipment should not be for the purpose of interrupting the Association activities.
- G.** The Association shall have the privilege to use inter-school mail facilities and school mailboxes as it deems necessary and so long as it does not interfere with school purposes.
- H.** The Association shall be provided with a list of all new hires prior to the orientation program. The Association may address the new hires during the orientation program.
- I.** The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

## **ARTICLE 7**

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

#### **A. TEACHERS**

1. The school years covered by this Agreement shall each be one hundred eighty six (186) teacher days at least three (3) of which shall be in-service days. Two (2) additional days may be required during each of the three (3) years for personnel new to the school district prior to the opening of school of their first year. None of the aforementioned days are to include the New Jersey Education Association Convention. Emergency/Snow days shall not be made up unless the number of instructional days falls below state requirements. In no case, shall teachers work less than one hundred eighty-four (184) days nor more than one hundred eighty six (186) days. Up to two (2) unused emergency/snow days shall be given back as staff/student release days.
2. The calendar for the ensuing school year shall be issued to the staff upon final Board approval.
3. All faculty meetings shall end not more than seventy five (75) minutes following the end of the normal student day, except in the case of an emergency.
4. All full day in-service days shall end at the conclusion of the normal teacher day.

#### **B. SECRETARIES**

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

#### **C. CLASSROOM/TEACHER AIDES**

1. The work year for classroom/teacher aides shall be the same as for teachers.

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

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

## **ARTICLE 8**

### **\* VACATION AND HOLIDAY SCHEDULES \* FOR SECRETARIES**

1. All ten (10) month secretarial employees shall comply with the school calendar with regard to holidays.
2. All twelve (12) month secretarial employees shall comply with the twelve (12) month calendar with regard to holidays.
3. All secretaries employed for a twelve (12) month period shall receive the following vacation.
  - (a) Secretaries hired on, or before June 30, 2014 shall will be entitled to twenty (20) vacation days each year.
  - (b) Secretaries hired on, or after July 1, 2014 will be entitled to the following vacation days each year. Vacation days **MUST** be taken between the day after the last day of school and August 31<sup>st</sup>. Vacation days are earned and accrued throughout the year and no vacation days can be carried over to subsequent years. Unused vacation days will not be compensated
    - i. 0 years experience in position to 7 years experience in position = 5 days
    - ii. 8 or more years experience in position = 10 days.
4. The Trainer will be entitled to the following vacation days each year. Vacation days can be taken anytime during the 12 month work year. Vacation days are earned and accrued throughout the year and no vacation days can be carried over to subsequent years. Unused vacation days will not be compensated
  - i. 0 years experience in position to 7 years experience in position = 5 days
  - ii. 8 or more years experience in position = 10 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, s/he shall be subject to progressive discipline as outlined in Board policy.
- 2. The departure time for teachers shall be twenty (20) minutes after the close of the pupil's school day. On Fridays and days before a holiday or vacation, the teachers shall be permitted to depart five (5) minutes after pupils are dismissed.
- 3.
  - (a) Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help within the confines of the above time periods.
  - (b) In addition to the formal teaching day, teachers shall be required to attend faculty, grade level, and/or departmental meetings as designated by the Building/District Administrator or Department Liaisons, without the expectation of receiving additional compensation. The total number of such meetings shall not exceed two (2) per month except in the case of an emergency.
  - (c) The notice and agenda for any meetings called by the Administration shall be given to the teachers involved at least one (1) business day prior to the meeting, except in an emergency.
- 4.
  - (a) The total in-school day for teachers of elementary grades shall not exceed seven (7) hours and fifteen (15) minutes, which shall include a duty free lunch equal to that of the students.
  - (b) Notwithstanding paragraph A.4.(a), the in-school workday for teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades shall not exceed seven (7) hours and fifteen (15) minutes per day.
  - (c) 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.
  - (d) 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.
- B. 1. The Administration shall endeavor to assign all departmentalized teachers to a minimum of preparation.
  - (a) Teachers of English, Social Studies, Mathematics, Science, and Foreign Language shall be scheduled for no more than four (4) different academic preparations. The Administration shall endeavor to rotate those teachers who are assigned to 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 be compensated by relief of a duty assignment.

2. The Administration shall endeavor to assign a teacher to no more than three teaching stations in a school day.
- C.
1. All teachers in the elementary school 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.
  2. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades shall be assigned to no more than six (6) teaching and no less than one (1) preparation period each day. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades who are required to teach a sixth (6<sup>th</sup>) class shall be compensated with an additional preparation period. The Superintendent shall endeavor to distribute the sixth period assignment in an equitable manner.
  3. Teachers of middle/secondary (6<sup>th</sup> through 12<sup>th</sup>) grades who are asked and agree to teach a seventh (7<sup>th</sup>) class shall be compensated at a rate of one-sixth (1/6) of their base salary. To the degree deemed administratively feasible, teachers who teach seven periods shall not be assigned a homeroom nor to supervise detention.
  4. Any elementary, middle or secondary teacher who agrees to give up a preparation period shall be compensated \$30 for each such period or part thereof. It is the teacher's responsibility to keep a log of any such coverage and to submit the log 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 endeavor to make all extra-curricular assignments on a voluntary basis. Any disagreement as to assignment of extra duties may be grieved up to Level III of the grievance procedure. Both parties agree to abide by the decision made at that level.
- F. Part time academic classroom teachers of middle/secondary (6 through 12<sup>th</sup>) grades shall be paid on the basis of the number of classes taught divided by six (6). Said teachers who teach more than three (3) such classes per day shall be considered as working more than twenty (20 hours) per week for the purposes of entitlement to health benefits.

## **ARTICLE 10**

### **\* WORKING HOURS FOR SECRETARIES \***

- A. 1.** All secretaries shall report to work fifteen (15) minutes before the teachers and shall depart forty (40) minutes after the close of the pupil's day with one (1) hour for lunch. On Fridays and days before a holiday, the workday shall end twenty (20) minutes after the end of the pupil day.
- 2.** Summer hours for secretaries shall be six (6) hours, exclusive of the lunch hour.
- B.** Secretaries must notify the Principal 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 secretaries involved at least one (1) day prior to the meeting, except in an emergency.
- D.** Each workday shall include a fifteen (15) minute rest break in the morning as well as a fifteen (15) minute rest break period in the afternoon.
- E.** At no time shall any non-certificated secretary be responsible for the direct supervision of any student.

## **ARTICLE 11**

### **\*WORKING HOURS \* FOR CLASSROOM/TEACHER AIDES**

- A.** The arrival time for classroom/teacher aides shall follow the arrival and departure times as listed in Article 9 A. 1 and 2.
- B.** Each workday shall include a duty free lunch period equal to that of the teachers and two (2) ten (10) minute rest breaks.
- C.** If an individual classroom/teacher aide agrees, after consulting with the Association, the Board may adjust their starting and stopping times by up to one (1) hour.
- D.** Any classroom/teacher aide who performs their regular duties, beyond the regular school year, shall be compensated at the rate of 1/200<sup>th</sup> of their annual salary per day prorated to an hourly rate.



## **ARTICLE 12**

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

- A.** Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective Principals.
- B.** Teachers shall be required to attend no more than four (4) evening functions as assigned or directed each school year, except in an emergency
- C.** The Board shall maintain insurance in compliance with RS 18A: 16-6.
- D.** Employees who may be asked and agree or volunteer to use their personal vehicles to transport students shall not do so until suitable documents of insurance are provided by both the Board of Education and the employee. Employees shall be compensated at the current OMB rate for mileage.
- E.** No employee, except the school nurse, shall be required to dispense a prescription drug to a student in the Dunellen School System.

## **ARTICLE 13**

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

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

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

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

- 1. All secretaries 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 classroom/teacher aides shall be notified of their employment status as the positions become available.

## **ARTICLE 14**

### **SALARY GUIDES**

### **AND**

### **STIPEND SCHEDULES**

**July 1, 2017 - June 30, 2020**

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

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

### **Longevity**

Longevity includes all 20 year employees who have served in the Dunellen School District. Commencing with the 2008-09 school year, no additional employees shall be eligible for longevity. All existing members of the longevity pool shall continue to advance in accordance with the schedule below.

20	years	\$	700
25	years	\$	900
30	years	\$	1,100
35	years	\$	1,300

## BA TEACHERS GUIDE

## BA+30 TEACHERS GUIDE

STEP	2017-18	2018-19	2019-20	2017-18	2018-19	2019-20
1	47,300	47,500	48,000	48,400	48,600	49,100
2	47,900	48,100	48,500	49,000	49,200	49,600
3	48,600	48,800	49,300	49,700	49,900	50,400
4	49,400	49,600	50,000	50,500	50,700	51,100
5	50,200	50,400	50,800	51,300	51,500	51,900
6	51,000	51,200	51,600	52,100	52,300	52,700
7	52,300	52,500	52,800	53,400	53,600	53,900
8	53,500	53,700	54,000	54,600	54,800	55,100
9	54,800	55,000	55,300	55,900	56,100	56,400
10	56,300	56,500	56,900	57,400	57,600	58,000
11	58,000	58,300	58,500	59,100	59,400	59,600
12	60,100	60,300	60,600	61,200	61,400	61,700
13	62,200	62,500	62,700	63,300	63,600	63,800
14	64,800	65,200	65,400	65,900	66,300	66,500
15	67,500	67,700	68,000	68,600	68,800	69,100
16 Max	71,700	72,800	73,900	72,800	73,900	74,990

## MA TEACHERS GUIDE

## MA+30 TEACHERS GUIDE

STEP	2017-18	2018-19	2019-20	2017-18	2018-19	2019-20
1	49,500	49,700	50,200	51,800	52,000	52,500
2	50,100	50,300	50,700	52,400	52,600	53,000
3	50,800	51,000	51,500	53,100	53,300	53,800
4	51,600	51,800	52,200	53,900	54,100	54,500
5	52,400	52,600	53,000	54,700	54,900	55,300
6	53,200	53,400	53,800	55,500	55,700	56,100
7	54,500	54,700	55,000	56,800	57,000	57,300
8	55,700	55,900	56,200	58,000	58,200	58,500
9	57,000	57,200	57,500	59,300	59,500	59,800
10	58,500	58,700	59,100	60,800	61,000	61,400
11	60,200	60,500	60,700	62,500	62,800	63,000
12	62,300	62,500	62,800	64,600	64,800	65,100
13	64,400	64,700	64,900	66,700	67,000	67,200
14	67,000	67,400	67,600	69,300	69,700	69,900
15	69,700	69,900	70,200	72,000	72,200	72,500
16 Max	73,900	74,990	76,100	76,200	77,300	78,400

Max = end of the standard guide

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

**BA TEACHERS OFF GUIDE****MA TEACHERS OFFGUIDE**

STEP	2017-18	2018-19	2019-20		2017-18	2018-19	2019-20
Off A	71,860	72,800	73,900				
Off B	74,810	75,310	75,810		77,210	77,710	78,210
Off D	86,410	86,910	87,410				

**MA +30 TEACHERS OFF GUIDE****SECRETARIES OFF GUIDE  
(12-Month)**

STEP	2017-18	2018-19	2019-20		2017-18	2018-19	2019-20
Off A	76,360	77,300	78,400		48,980	49,480	49,980
Off C	91,310	91,810	92,310		59,180	59,680	60,180

**SECRETARIES SALARY GUIDE**

Step	2017-18		2018-19		2019-2020	
	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec
1	36,200	43,440	37,100	44,520	38,000	45,600
2	36,700	44,040	37,600	45,120	38,500	46,200
3	37,200	44,640	38,100	45,720	39,000	46,800
4	37,700	45,240	38,600	46,320	39,500	47,400
5	38,200	45,840	39,100	46,920	40,000	48,000
6	38,700	46,440	39,600	47,520	40,500	48,600
7	39,200	47,040	40,100	48,120	41,000	49,200
8 (Max)	39,700	47,640	40,600	48,720	41,500	49,800

Max = end of the standard guide

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

## TEACHER AIDE SALARY GUIDE

STEP	2017-18	2018-19	2019-20
1	18,750	19,250	19,750
2	19,250	19,750	20,250
3	19,750	20,250	20,750
4	20,250	20,750	21,250
5	20,750	21,250	21,750
6	21,250	21,750	22,250
7	21,750	22,250	22,750
8	22,250	22,750	23,250
9	22,750	23,250	23,750
10 Max	23,250	23,750	24,250

**Max = end of the standard guide**

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

## ATHLETIC TRAINER GUIDE

STEP	2017-18	2018-19	2019-20
1	56,760	57,000	57,600
2	57,480	57,720	58,200
3	58,320	58,560	59,160
4	59,280	59,520	60,000
5	60,240	60,480	60,960
6	61,200	61,440	61,920
7	62,760	63,000	63,360
8	65,150	64,440	64,800
9	65,760	66,000	66,360
10	67,560	67,800	68,280
11	69,600	69,960	70,200
12	72,120	72,360	72,720
13	74,640	75,000	75,240
14	77,760	78,240	78,480
15	81,000	81,240	81,600
16 Max	86,040	87,360	88,680

**Max = end of the standard guide**

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

## EXTRA CURRICULAR GUIDE 2017-2020

Athletic Activities	Annual Stipend		
	Step 1	Step 2	Step 3
<b>Baseball / Softball / Cross Country / Soccer / Tennis (Boys / Girls) / Track (Boys / Girls)</b>			
Varsity Coach	4,298	5,730	7,162
Junior Varsity / Assistant Coach	2,961	3,949	4,936
Middle School	1,765	2,353	2,942
<b>Basketball (Boys / Girls)</b>			
Varsity Coach	4,918	6,558	8,197
Junior Varsity Coach	3,263	4,348	5,435
Freshman	2,961	3,949	4,936
Middle School	1,765	2,353	2,942
<b>Football</b>			
Varsity Coach	5,573	7,473	9,339
Assistant Coach	3,696	4,928	6,158
Cheerleading	1,199	1,600	1,998
Weight room	589	785	981
Coordinator of Athletic Activities	4,061	5,415	6,768

Other Extra Curricular Activities	Annual Stipend		
	Step 1	Step 2	Step 3
<b>Faber Elementary School</b>			
Chess Club Advisor	1,101	1,467	1,834
Homework Club Advisor	1,101	1,467	1,834
Newspaper Advisor / Safety Patrol / Student Council Advisor / Yearbook Advisor	1,072	1,431	1,787
<b>Instrumental Music / Vocal Music</b>			
Director	1,872	2,495	3,118
Assistant	637	848	1,060

<b>Lincoln Middle School</b>			
Spanish Club / Yearbook Advisor	1,101	1,467	1,834
Student Council Advisor	1,226	1,633	2,040
Team Leader (6th, 7th & 8th Grade)	1,663	2,218	2,772

Tutoring Fee: \$42.50 per hour

Other Extra Curricular Activities	Annual Stipend		
	Step 1	Step 2	Step 3
<b>Dunellen High School</b>			
Art club / Art Honor Society / Biology Club / Community Service Coordinator / French Club / Math League			
National Honor Society / National Jr. Honor Society / Safety Ambassador / Spanish Club			
	1,101	1,467	1,834
Department Liaisons (Foreign Language / English / Math / Phys Ed & Health / Science / Social Studies / Fine Arts)			
	1,444	1,926	2,407
Multi-Media Production Club	2,042	2,721	3,403
Chess Club (combined with LMS)	763	1,018	1,272
Class Advisor			
9th Grade		536	
10th grade		713	
11th grade		891	
12th grade		1,784	
Literary Magazine Advisor	1,120	1,490	1,862
Newspaper Advisor	1,825	2,432	3,039
Senior Practicum Advisor	1,849	2,463	3,078
Student Council Advisor	1,849	2,463	3,078
Transition Project			
Coordinator	1,849	2,463	3,078
Advisor	1,101	1,467	1,834
Yearbook			
Advisor	2,639	3,517	4,397
Assistant Advisor	1,143	1,525	1,908
Instrumental Music (combined w/ LMS) / Vocal Music (combined w/LMS) / Marching Band			
Director	3,180	4,241	5,301
Assistant	1,102	1,468	1,835
Pep Band Director	1,967	2,495	3,118
Dramatics (Fall & Spring)	2,150	2,869	3,584

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

## **ARTICLE 15**

### **\* COMPENSATION PROCEDURES \***

- A.** Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Those employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- B.** When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- 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.** Each teacher shall receive his/her final pay on the last calendar day in June.

## **ARTICLE 16**

### **\* WITHHOLDING OF INCREMENT \***

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



## **ARTICLE 17**

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

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

## **ARTICLE 18**

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

- A.** All vacancies in positions, including specialists and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal Government, administrative supervisory levels, paid extra-curricular activities, secretarial, and summer or evening positions shall be submitted in writing to the President and Building Representatives of the Association prior to a general announcement to sources outside the school system. Teachers who desire to apply for a professional position shall submit their names to the Superintendent, together with the position(s) for which they desire to apply.
- B.** In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be generally set forth. When qualifications set forth for a particular position are changed, the Association shall be notified in advance of such changes.
- C.** All employees shall be given adequate opportunity to make application for positions for which they qualify.

## **ARTICLE 19**

### **\* SICK LEAVE AND LEAVE OF ABSENCE FOR \* HEALTH REASONS FOR TEACHERS**

All employees who are steadily employed by the Board of Education 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.

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

1. A leave of absence for one year without pay and without benefits may be granted to a tenured teacher because of ill health, which renders him/her unable to properly fulfill the duties and responsibilities of his/her teaching assignment.

This regulation is not intended to supersede or conflict with the ten (10) 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 his/her leave of absence may apply for a second year's leave by submitting an application sixty (60) 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 by the applicant to the Board of Education through the Superintendent of Schools.
  - (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist of its own choice who shall report his/her (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 his/her teaching duties following a leave of absence, the teacher shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the teacher examined by a doctor(s) of its choice before the teacher is reinstated in his/her teaching position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.
5. A teacher returning from a leave shall be placed on salary guide in accordance with the following:

If s/he has taught at least five (5) calendar months of the school year s/he shall be given one (1) full increment.

6. A teacher who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her 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.
7. All teachers shall also be given the written accounting of accumulated sick leave each year.
8. 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 this paragraph. Employees electing deferred retirements shall not be eligible for this benefit.

The first 99 days shall be paid at the rate of \$30.00 per day. Days above 99 shall be paid at the rate of \$35.00 per day with no limit. The Board reserves the right to distribute amounts in excess of \$5,000 per person across a period of up to three (3) years.
9. Unused personal days shall be transferred to accumulated sick leave days beginning with the 1984-1985 school year.

## **ARTICLE 20**

### **\* SICK LEAVE AND LEAVE OF ABSENCE \* FOR HEALTH REASONS FOR SECRETARIES AND CLASSROOM/TEACHER AIDES**

#### **A. SICK LEAVE FOR SECRETARIES, AIDES AND THE ATHLETIC TRAINER**

1. A secretary or aide who is under contract with the Board of Education shall be allowed ten (10) days per year sick leave in accordance with the provisions of the State School Statutes and local Board of Education Rules and Regulations pertaining thereto.
2. Secretaries, aides or the athletic trainer employed for twelve (12) months shall receive twelve (12) sick days.

#### **B. LEAVE OF ABSENCE FOR HEALTH REASONS FOR SECRETARIES, AIDES AND THE ATHLETIC TRAINER**

1. A leave of absence for one (1) year without pay and without benefits may be granted because of ill health, which renders him/her unable to properly fulfill the duties and responsibilities of his/her 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 staff member on leave who by virtue of extenuating circumstances is obliged to request an extension of his/her leave of absence may reapply sixty (60) days prior to the expiration date of the existing leave.
3. The procedure that shall be used in implementing this policy shall be as follows:
  - (a) Written request by the applicant to the Board of Education through the Superintendent of Schools.
  - (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist, of its own choice who shall report their findings and render their 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 his/her duties following a leave of absence, the staff member shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the staff member examined by a doctor(s) of its choice before the staff member is reinstated in his/her secretarial position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.

5. A staff member returning from a leave shall be placed on salary guide in accordance with the following: If s/he has worked at least five (5) calendar months of the school year, s/he shall be given one full increment.
6. A staff member who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her 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 extended sick leave benefits shall not be subject to the grievance procedure.
7. Unused personal days shall be transferred to accumulated sick leave days beginning with the 1984-85 school year.

**ARTICLE 21**  
**\* TEMPORARY LEAVES OF ABSENCE FOR \***  
**TEACHERS, SECRETARIES, CLASSROOM/TEACHER AIDES**

**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 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 or Principal 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 employee's spouse, child (born or unborn), grandchild, grandparents, great-grandparents, parent, brother, sister, step-relative of the aforementioned relations, and any relative or domestic partner residing in the immediate household.
  - (b) With the approval of the Superintendent of Schools, up to five (5) days at any one (1) time in the event of death of a son-in-law, daughter-in-law, mother-in law, father-in-law, brother-in-law, and sister-in-law.
  - (c) 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.
  - (d) 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 either Section 3 (a) or 3 (b) of this article.
- B. The Board reserves the right to treat separately any case which it deems exceptional and 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 Board Secretary 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.

## **ARTICLE 22**

### **\* EXTENDED LEAVES OF ABSENCE FOR \* TEACHERS, SECRETARIES, CLASSROOM/TEACHER AIDES**

- A.** A leave of absence for maternity or adoption may be granted to all employees of the Dunellen School System in accordance with the regulations which apply thereto.
1. Any employee requesting maternity or adoption leave of absence shall submit a written request to the Superintendent or the Business Administrator/Board Secretary at the earliest possible date not later than sixty (60) days prior to the effective date of the leave. In the event of adoption, administration will be notified as updated information regarding the time frame becomes available to the employee.
  2. Commencement and termination dates of anticipated child rearing and disability leaves shall be determined accordingly in order to preserve the educational continuity.
  3. A maternity or adoption leave of absence shall be granted without pay.
  4. Any employee returning from maternity or adoption leave shall be placed on the salary guide according to the following procedure:  
  
If s/he has worked at least five (5) calendar months of the school year, s/he 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, provided that a suitable substitute can be found. 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 illness, any employee may invoke the provisions defined by all applicable state and federal laws.

## **ARTICLE 23**

### **\* 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 his/her assigned functions or detract from his/her 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 24**

### **\* 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).

## **ARTICLE 25**

### **\* 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 Improvement Plan (PIP) 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 PIP, will be credited toward required hours of professional development.

## **ARTICLE 26**

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

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



## **ARTICLE 27**

### **\* 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 28**

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

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

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

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

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

An employee shall have the right, upon written request, to review the contents of his/her 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 his/her file that the employee believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent or his/her 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 his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her 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 his/her answer shall be reviewed by the Superintendent or his/her 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 his/her 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 29

### \* 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. Employees hired June 30, 2011 and prior are eligible for single, parent/child, 2 adult or family coverage subject to the employee premium contributions set forth in Chapter 78.
  2. Employees hired July 1, 2011 and later are eligible for the following:
    - a. Single coverage for the first four years of their employment. If the employee elects coverage other than single, they may do so at a rate equal to 50% of the difference between single coverage and the coverage they select but no less than the contributions set forth in Chapter 78. The Board reserves the right to waive the 50% requirement for any newly hired employee with six (6) or more years experience.
    - b. Single, parent/child. 2 adult or family coverage for the fifth year of employment and for all years thereafter subject to the employee premium contributions set forth in Chapter 78. If an employee has a break in service of 18 months or more the employee will revert to the provisions of Article 29 B.2.a.
- C. The Board also agrees to procure a Dental Plan from 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. Employees hired between July 1, 2004 and June 30, 2011 only qualify for the single waiver coverage. 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 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	\$1,000
Two Adults	\$2,000
Family	\$3,000

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

### **ARTICLE 30**

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

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

## **ARTICLE 31**

### **\* 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 if the contract is reproduced locally.
  - 3. Reproduced professionally, the cost shall be shared by the Association and the Board.
  - 4. The Board shall receive seventy-five (75) copies of the Agreement and the Association shall receive as many copies as they require.
- E.** Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter return receipt requested at the following address:
  - 1. If by Association, the Board of Education at High & Lehigh Streets, Dunellen, New Jersey 08812.
  - 2. If by Board, to Association to the home of the incumbent President of the Dunellen Education Association.
- F.** The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, secretaries, custodial, and/or maintenance personnel.

ARTICLE 32

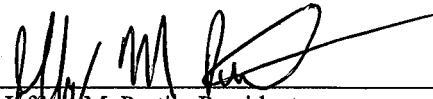
\* DURATION OF AGREEMENT \*

This Agreement shall be effective as of July 1, 2017 and shall be continued in effect until June 30, 2020, subject to the Association's right to negotiate a successor Agreement.

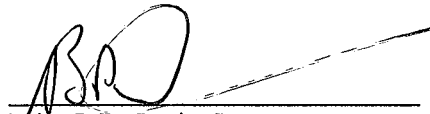
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the President and Secretary, respectively, and have caused their corporate seal to be placed hereon, all on the day and year first above written.

DUNELLEN BOARD OF EDUCATION

BY:


  
Jeffrey M. Portik, President

ATTEST:


  
Brian P. De Lucia, Secretary

DUNELLEN EDUCATION ASSOCIATION

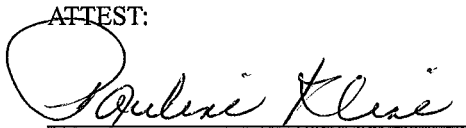
BY

  
James Santiago, President

BY:

  
Allyson DeVito, Vice President

ATTEST:

  
Pauline Kline, Secretary