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**THIS DOES NOT
CIRCULATE**

**AGREEMENT BETWEEN
THE
DUNELLEN EDUCATION ASSOCIATION
AND THE
DUNELLEN BOARD OF EDUCATION**

JULY 1, 1978 THROUGH JUNE 30, 1981

*includes books
serials
periodicals & reference*

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P R E A M B L E

This agreement entered into this 1st day of July 19 78 , by and between the Board of Education and the Borough of Dunellen, New Jersey hereinafter called the "Board", and the Dunellen Education Association, hereinafter called the "Association". . .

W I T N E S S E T H :

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 I
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. Classroom Teachers ✓ | 7. Social Workers |
| 2. Librarians | 8. Special Services Personnel |
| 3. Chairpersons | 9. Secretaries ✓ |
| 4. Guidance Counselors | 10. Cafeteria Workers ✓ |
| 5. Nurses | 11. Custodial & Maintenance Workers ✓ |
| 6. Title I & Compensatory
Education Instructors* | 12. School Van Drivers |

***Title I and Compensatory Education Instructors who are presently hired by the Board of Education on an hourly basis are paid an hourly salary of \$8.00 per hour and the parties hereto recognize that, absent a Court or Commissioner's decision to the contrary, the various salary guides set forth in this Agreement shall not apply to the employees and recognize further that the insurance benefits shall not inure to the benefit of these employees unless they work at least half-time.**

But excluding:

1. Principals and Assistant Principals
2. School Psychologist
3. Director of Special Services
4. Substitute Teachers
5. Administrative Assistants, provided same are not employed as teachers in the district
6. Secretary/Business Manager
7. Supervisor of Buildings and Grounds
8. Central Office Secretaries and Bookkeeping Personnel
9. Cafeteria Manager

- B. Unless otherwise indicated, the term "teachers" 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 teachers shall include female teachers.**
- C. The Board, in order to recognize an organization of the employees and teachers as exclusive representative of employees and teachers requires satisfactory evidence that the organization in fact represents a majority of such employees and teachers. Such evidence shall be in the form of a notarized membership list and signed designation cards.**
- D. 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, maintenance, custodial and cafeteria 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.**
- E. 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.**

- F. The Association recognizes the Board as the duly elected representatives of the people of Dunellen and agrees only to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.
- G. The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

ARTICLE II

NEGOTIATION PROCEDURE

- A. This agreement incorporates the entire understanding of the parties. During the term of this agreement neither party will 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. Beginning not later than October 8th of the school year in which this Agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment. Any agreement so negotiated shall apply to all personnel described in "Recognition" and shall be reduced to writing and signed by the Board and the Association.
- 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. All issues proposed for negotiation shall be submitted in writing by the Association at the first meeting. The Board or its delegated representatives will present all counter proposals and all new proposals at the second negotiations meeting.
- 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. The Board may also confer with the Town Council.
- F. During the term of this agreement the Association and its officers, representatives and members will not cause, condone, or participate in any form of strike, work stoppage or any other interference with school operation.
- G. All parties agree to commence negotiation sessions at 8:00 p.m. and terminate no later than 11:00 p.m. unless both parties mutually agree to extend or change these time periods.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall be a claim by an employee or a group of employees based upon an alleged violation, interpretations, or application, or an administrative decision contrary to the specific provisions of this agreement.
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 which may from time to time arise affecting employees. Both parties agree that these proceedings will 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 three 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-tenure employee which arises by reason of his 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 seventeen (17) school days after 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 representatives 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 own appeal or to designate a representative to appear with him at any step in his 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 grievance with his immediate Supervisor. The employee may present his own appeal or designate a representative of the Association to appear with him 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 submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his dissatisfaction with the determination.
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 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 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, 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 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. In the event an employee is dissatisfied with the determination of the Board he shall have the right to arbitration pertaining to the interpretation of this contract pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Law of 1968.

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 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 the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. 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 final and binding on the parties.
16. (a) Failure at any step of this procedure to communicate the decision on a 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 IV

BOARD'S RIGHTS

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by law, rules and regulations, including the management and direction 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 V

EMPLOYEE RIGHTS

- A. An employee in Dunellen Public Schools shall have such rights as 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 membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. No employee shall be prevented from wearing official jewelry of membership in the Association or its affiliates.
- 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 he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative from the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI

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 teachers' dining room 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, 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 mail boxes as it deems necessary and so long as it does not interfere with school purposes.
- H. The Association may address the new teachers at the conclusion of the orientation program of new teachers.
- 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 VII

THE WORK YEAR

A. TEACHERS

1. The school years of 1978-79, 1979-80 and 1980-81 shall each be one hundred eighty eight (188) days which shall consist of one hundred eighty three (183) days when students shall be scheduled for attendance and five (5) additional days for the teachers. Two (2) additional days may be required during each of the three (3) school years for personnel new to the school district prior to the opening of school. None of the aforementioned days are to include the New Jersey Education Association Convention.
2. The calendar for the ensuing school year is to be issued to the faculty prior to the last day of school during each year of this Agreement.
3. All in-service and/or faculty meetings will end at 4:30 p.m., except in the case of emergency.

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.

2. The work year for those secretaries employed under a twelve (12) month contract shall commence on July 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.
3. Time off for attendance at the N.J.E.A. Convention will be given provided the secretary provides proof of attendance at the Convention.

C. MAINTENANCE AND CUSTODIAL WORKERS

1. The work year for those maintenance workers and custodial workers employed under a ten (10) month contract shall commence on September 1 and end on June 30 of each school year.
2. The work year for those maintenance workers and custodial workers employed under a twelve (12) month contract shall commence on July 1 and end on June 30 of each school year.
3. Maintenance workers and custodial workers will not be given any time off to attend N.J.E.A. Conventions.

D. CAFETERIA WORKERS

1. The work year for cafeteria workers shall commence on September 1 and end on June 30 of each school year.

ARTICLE VII - I

**VACATION AND HOLIDAY SCHEDULES FOR SECRETARIES AND
SUPPORT SERVICES PERSONNEL**

A. SECRETARIES

1. All ten month secretarial employees shall comply with the school calendar in regard to holidays.
2. All twelve month employees and those employed beyond the ten month period, shall receive Independence Day as a holiday.
3. Time off for attendance at the N.J.E.A. Convention will be given provided the secretary provides proof of attendance at said Convention. In the event the secretary does not attend the N.J.E.A. Convention, the secretary will be expected to work the normal work day during the time that the N.J.E.A. Convention is in session.
4. All secretaries employed for a twelve month period will receive the following vacation:
 - (a) If employed in the system for less than one year—one day per month up to a maximum of one week (five working days).
 - (b) After employment for one year—two weeks (ten working days).
 - (c) After employment in the district for five years—three weeks (fifteen working days).
 - (d) After employment in the system for twenty years—four weeks (twenty working days).

B. CUSTODIAL AND MAINTENANCE PERSONNEL

- 1. Custodial and maintenance personnel on duty September 1 through June 30 shall have the following vacations and holidays:**
 - (a) If employed in the system for less than one year—one day per month up to a maximum of four working days.**
 - (b) If employed in the system for more than one year—eight working days.**
 - (c) If employed in the system for more than five years—twelve working days.**
 - (d) If employed in the system for more than twenty years—sixteen working days.**
 - (e) The vacation period normally extends from July 1 to September 1. Vacation schedules shall be recommended by the Board Secretary subject to final approval of the Superintendent. Exceptions to the vacation period may be permitted at the discretion of the Superintendent based on the recommendation of the Board Secretary. A person hired in July or August will not be entitled to a vacation in that school year.**
 - (f) Unused vacation days cannot be accumulated from school year to school year and become void with the beginning of each new school year (July 1).**
 - (g) A month's employment would have to include fifteen (15) calendar days to be counted towards vacation credit.**
 - (h) Holidays are not to exceed twelve (12) full days. These are to be determined by the Board Secretary subject to the final approval of the Superintendent.**

- 2. Custodial and maintenance personnel employed on a twelve month contract. Custodial and maintenance personnel on duty year round and employed on a twelve (12) month contract shall have the following vacation and holidays:**
 - (a) If employed in the system less than one year—one day per month up to a maximum of five (5) working days.**
 - (b) If employed in the system for more than one year—two weeks (10 working days).**
 - (c) If employed in the system for more than five years—three weeks (15 working days).**
 - (d) If employed in the system for more than twenty years—four weeks (20 working days).**
 - (e) The vacation period normally extends from July 1 to September 1. Vacation schedules shall be recommended by the Board Secretary subject to final approval of the Superintendent. Exceptions to the vacation period may be permitted at the discretion of the Superintendent based on the recommendation of the Board Secretary. A person hired in July or August will not be entitled to a vacation in that school year.**
 - (f) Unused vacation days cannot be accumulated from school year to school year and become void with the beginning of each new school year (July 1).**
 - (g) A month's employment would have to include fifteen (15) calendar days to be counted towards vacation credit.**

- (h) Holidays are not to exceed thirteen (13) full days. These are to be determined by the Board Secretary subject to the final approval of the Superintendent.

C. Vacation and Holiday Schedule for Cafeteria Personnel

- 1. Cafeteria employees will be entitled to three (3) paid holidays, Thanksgiving, Good Friday and Memorial Day.
- 2. Cafeteria employees will not be entitled to any vacation time.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. The arrival time for teachers shall be fifteen (15) minutes before the opening of the pupils' school day.
 - a. Teachers who are repeatedly late will be penalized by loss of pay.
 - 2. The departure time for teachers shall be twenty (20) minutes after the close of the pupils' school day. On Fridays and days before a holiday or vacation, the teacher's day shall end at the close of the pupils' day.
 - 3.
 - a. Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help regardless of the above time periods.
 - b. In addition to the formal teaching day teachers will be required to attend faculty, grade level, departmental, curriculum and similar meetings as designated by either building principals, superintendent of schools, or department chairmen, without the expectation of receiving additional compensation.
 - 4. The total in-school day for teachers shall not exceed seven (7) hours and twenty (20) minutes, which shall include a duty free lunch period equal to that of the students.
 - 5. Any teacher who is required to work beyond the regular school year shall be compensated at 1/200th of annual salary per day. However, this does not apply to completing the requirements of the regular work year.
- B.
 - 1. The administration shall endeavor to schedule all departmentalized teachers with a minimum of preparation wherever feasible.
 - 2. The administration shall endeavor to assign a teacher to no more than three teaching stations in a school day.
- C. 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.
- D. The notice of and agenda for any meetings called by the administration shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.

- E. 1. Teachers in the elementary schools shall, in addition to their lunch period, not be assigned to any other duties during art, music, physical education.
- 2. a. Teachers in Dunellen High School shall be assigned to one preparation period each day.
- b. Department Chairmen shall be assigned two preparation periods each day during which they shall perform their departmental duties.
- F. 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 3 of the grievance procedure. Both parties agree to abide by the decision made at that level.

ARTICLE VIII - I

WORKING HOURS FOR SECRETARIES

- A. 1. All secretaries shall report to work fifteen minutes before the teachers and shall depart forty minutes after the close of the pupils' day with one hour for lunch.
- 2. Summer Hours: 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 day prior to the meeting, except in an emergency.
- D. Each work day shall include a fifteen minute coffee/rest break in the morning, as well as a fifteen minute coffee/rest break period in the afternoon.

ARTICLE VIII - II

WORKING HOURS FOR CUSTODIAL AND MAINTENANCE EMPLOYEES

- A. Full-time employment is eight (8) hours per day, not including a one-half hour lunch period, five (5) days a week. The starting time shall be set by the Board Secretary.
- B. Custodial and maintenance personnel shall report for work when schools are closed for storm days, and other recesses, except on designated holidays.
- C. Custodial and maintenance personnel are required to report for work when needed, as directed by the Board Secretary. Employees are to be called on a rotating basis so that overtime hours may be distributed equitably, with priority given for overtime work on the basis of seniority. If an employee is required to return to work at the request of the Board Secretary to perform work during hours other than his assigned work shift, that employee shall be guaranteed payment for a minimum of two hours of work, notwithstanding the fact that the employee may complete the work for which he has been required to report in less than two hours time.

ARTICLE IX

CLASS SIZE

Both parties agree that the size of every class should be maintained at the level at which the teacher can effectively develop the skills and abilities of his students.

Class size shall be determined by the Board; however, any disagreement as to class size may be grieved up to level 3 of the grievance procedure and both parties agree to abide by the decision made at that level.

ARTICLE X

NON-TEACHING DUTIES

1. Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective principals.
2. Teachers shall be required to attend no more than five evening functions as assigned or directed each school year, except in an emergency.
3. The Board shall maintain insurance in compliance with RS 18A: 16-6.
4. Teachers who use or might use their personal vehicles to transport students at any time must first furnish proof of Automobile Liability Insurance to the Administration before transporting any students in their personal vehicle.
5. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of fourteen cents (14¢) per mile for the use of his automobile.

ARTICLE XI

EMPLOYMENT PROCEDURES

A. Teacher Employment

1. The Board agrees to hire only certified teachers holding standard Certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
2. (a) Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1978-79 school year and for each succeeding school year of this Agreement in accordance with paragraph (b) below.
(b) Credit up to 10 years (the 11th step) of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed 4 years (the 5th step) for military experience shall be given upon initial employment. The Board of Education may, at its discretion, exceed the above limits.
3. Previously accumulated unused leave days will be restored to all teachers returning within a two year period.

4. Teachers shall be notified of their contract and salary status for the ensuing year by no later than April 30, and, in return, must notify the Board of their decision whether to accept or reject employment by May 8.
5. Those teachers eligible for the granting of tenure must undergo a physical examination prior to the granting of tenure, said examination to be at the expense of the Board of Education, and the results of said examination must be submitted to the Board of Education by April 1st.

B. Non-Certificated Personnel

No secretary and/or teacher shall be required to dispense a prescription drug to a student in the Dunellen School System, it being understood that the dispensing of prescription drugs to students is the responsibility of the school nurse.

TEACHERS' SALARY GUIDE 1978-79

	BACHELOR	BACHELOR 30	MASTERS	MASTERS 30
1.	11,200	11,500	11,800	12,400
2.	11,400	11,750	12,050	12,700
3.	11,600	11,950	12,300	13,000
4.	11,850	12,200	12,500	13,200
5.	12,050	12,400	12,750	13,400
6.	12,400	12,750	13,100	13,750
7.	12,750	13,000	13,400	14,100
8.	13,050	13,400	13,750	14,450
9.	13,500	13,850	14,200	14,900
10.	13,950	14,300	14,650	15,300
11.	14,400	14,750	15,100	15,750
12.	15,000	15,300	15,650	16,350
13.	15,550	15,900	16,200	16,900
14.	18,600	18,950	19,300	19,950

1979-1980

	BACHELOR	BACHELOR 30	MASTERS	MASTERS 30
1.	11,500	11,800	12,100	12,600
2.	11,800	12,100	12,400	12,900
3.	12,100	12,460	12,820	13,530
4.	12,320	12,680	13,040	13,810
5.	12,560	12,920	13,280	13,990
6.	12,800	13,160	13,520	14,230
7.	13,160	13,520	13,870	14,590
8.	13,520	13,870	14,230	14,950
9.	13,870	14,230	14,590	15,300
10.	14,350	14,710	15,070	15,780
11.	14,830	15,180	15,540	16,260
12.	15,300	15,660	16,020	16,730
13.	15,900	16,260	16,610	17,330
14.	19,760	20,120	20,470	21,190

1980-1981

	BACHELOR	BACHELOR 30	MASTERS	MASTERS 30
1.	11,900	12,300	12,600	13,400
2.	12,200	12,600	12,900	13,700
3.	12,500	12,900	13,200	14,000
4.	12,830	13,200	13,590	14,340
5.	13,070	13,440	13,820	14,640
6.	13,320	13,700	14,080	14,830
7.	13,570	13,950	14,330	15,090
8.	13,950	14,330	14,710	15,470
9.	14,330	14,710	15,090	15,840
10.	14,710	15,090	15,460	16,220
11.	15,210	15,590	15,970	16,730
12.	15,720	16,100	16,470	17,230
13.	16,220	16,600	16,980	17,740
14.	20,950	21,320	21,700	22,460

**1978-79
SECRETARIES**

	General Secretary	Elementary Principal	High School Principal
1.	5,300	5,512	6,837.00
2.	5,406	5,618	6,996.00
3.	5,512	5,724	7,123.20
4.	5,618	5,830	7,250.40
5.	5,724	5,936	7,399.00
6.	5,936	6,148	7,632.00
7.	6,148	6,360	7,886.00
8.	6,360	6,572	8,141.00
9.	6,572	6,784	8,218.00
10.	6,784	6,996	8,650.00
11.	6,996	7,208	8,850.00
12.	7,314	7,420	9,158.00
13.	7,738	7,844	9,667.00
14.	8,056	8,268	10,176.00
15.	8,798	9,010	11,003.00
	(10 Months)	(10 Months)	(12 Months)

**1979-80
SECRETARIES**

	General Secretary	Elementary Principal	High School Principal
1.	5,980	6,190	8,410
2.	6,130	6,340	8,560
3.	6,280	6,490	8,610
4.	6,430	6,640	8,760
5.	6,580	6,790	8,910
6.	6,730	6,940	9,060
7.	6,930	7,140	9,260
8.	7,130	7,340	9,460
9.	7,330	7,540	9,660
10.	7,530	7,740	9,860
11.	7,730	7,940	10,060
12.	7,930	8,140	10,260
13.	8,230	8,440	10,560
14.	8,730	8,940	11,060
15.	9,330	9,540	11,660
	(10 Months)	(10 Months)	(12 Months)

**1980-81
SECRETARIES**

	General Secretary	Elementary Principal	High School Principal
1.	6,540	6,960	9,310
2.	6,690	7,010	9,460
3.	6,840	7,160	9,610
4.	6,990	7,310	9,760
5.	7,140	7,460	9,910
6.	7,290	7,610	10,060
7.	7,490	7,810	10,260
8.	7,690	8,010	10,460
9.	7,890	8,210	10,660
10.	8,090	8,410	10,860
11.	8,290	8,610	11,060
12.	8,490	8,810	11,260
13.	8,790	9,210	11,560
14.	9,290	9,710	11,760
15.	9,890	10,110	12,360
	(10 Months)	(10 Months)	(12 Months)

CUSTODIAL & MAINTENANCE SALARY GUIDE * ****1978-79**

	Custodial (12 Mo.)	Maintenance	Custodial (10 Mo.)
1.	9,250	10,200	7,700
2.	9,500	10,600	7,900
3.	9,750	11,000	8,100
4.	10,000	11,500	8,300
5.	10,250	11,750	8,500
6.	10,500	12,000	8,700
7.	10,750	12,250	9,000
8.	11,000	12,750	9,200
9.	11,250	13,000	9,400
10.	11,500	13,250	9,600

*** All personnel covered by this guide shall have a one half hour lunch break in addition to two fifteen minute breaks during the day.**

**** All custodial and maintenance personnel are required to possess a boiler license; or, must obtain said license within six months of being employed by the Board of Education. Said license shall entitle them to receive an additional \$150.00 stipend.**

1979-80

	Custodial (12 Mo.)	Maintenance	Custodial (10 Mo.)
1.	9,600	10,600	8,000
2.	9,800	10,800	8,200
3.	10,070	11,200	8,400
4.	10,330	11,600	8,600
5.	10,600	12,200	8,800
6.	10,860	12,450	9,000
7.	11,130	12,700	9,200
8.	11,390	13,000	9,400
9.	11,660	13,500	9,600
10.	11,925	13,800	9,800
11.	12,190	14,000	10,000

1980-81

	Custodial (12 Mo.)	Maintenance	Custodial (10 Mo.)
1.	9,900	10,900	8,250
2.	10,176	11,230	8,450
3.	10,388	11,448	8,650
4.	10,674	11,872	8,900
5.	10,950	12,296	9,100
6.	11,236	12,932	9,300
7.	11,512	13,197	9,600
8.	11,798	13,462	9,900
9.	12,073	13,780	10,100
10.	12,360	14,310	10,300
11.	12,641	14,628	10,500
12.	12,921	14,946	10,700

CAFETERIA SALARY**1978-79**

	General Worker	Asst. Cook	Asst. Manager	Cook
1.	2.40	2.50	2.75	3.50
2.	2.60	2.75	3.00	3.75
3.	2.80	3.00	3.25	4.00
4.	3.00	3.25	3.50	4.25
5.	3.20	3.50	3.75	4.50

1979-80

1.	2.40	2.50	2.75	3.50
2.	2.54	2.65	2.92	3.71
3.	2.76	2.92	3.18	3.97
4.	2.97	3.18	3.45	4.24
5.	3.18	3.45	3.71	4.51
6.	3.39	3.71	3.97	4.77

1980-81

1.	2.40	2.50	2.75	3.50
2.	2.54	2.65	2.92	3.71
3.	2.69	2.81	3.10	3.93
4.	2.93	3.10	3.37	4.21
5.	3.15	3.37	3.66	4.49
6.	3.37	3.66	3.93	4.78
7.	3.59	3.93	4.21	5.06

SALARY GUIDE FOR VAN DRIVERS

	1978-79	1979-80	1980-81
1.	\$4.25	\$4.50	\$4.75
2.	4.35	4.60	4.85
3.	4.45	4.70	4.95
4.	4.55	4.80	5.05
5.	4.65	4.90	5.15
6.	4.75	5.00	5.25

Each step on the guide represents one additional year of service in the Dunellen school district.

EXTRA – DUTY SALARY GUIDE

POSITION	1978-79	1979-80	1980-81
Football: Head Coach	1,668.00	1,766.00	1,874.00
Assistant Coaches	1,097.00	1,163.00	1,233.00
Basketball: Varsity Girl's Coach	1,461.00	1,549.00	1,642.00
Varsity Boy's Coach	1,461.00	1,549.00	1,642.00
J.V. Girl's Coach	972.00	1,030.00	1,092.00
J.V. Boy's Coach	972.00	1,030.00	1,092.00
Freshman Boy's Coach	900.00	930.00	992.00
7th & 8th Grade Coach	500.00	536.00	590.00
Baseball: Varsity Coach	1,275.00	1,352.00	1,433.00
J.V. Coach	832.00	935.00	991.00
Softball: Varsity Coach	1,275.00	1,352.00	1,433.00
J.V. Coach	882.00	935.00	991.00
Track: Head Coach	1,275.00	1,352.00	1,433.00
Assistant Coach	882.00	935.00	991.00
Cross Country Coach	792.00	840.00	890.00
Tennis Coach	366.00	388.00	411.00
Golf Coach	517.00	548.00	581.00
Intramural 7th & 8th Grade	366.00	388.00	411.00
Gymnastics: Head Coach	427.00	453.00	480.00
Assistant Coach	303.00	321.00	340.00
Cheerleader Advisor	606.00	642.00	681.00
Yearbook Advisor	787.00	834.00	884.00
Assistant Advisor	337.00	357.00	378.00
Newspaper Advisor	545.00	578.00	613.00
Vocal Music Director	943.00	1,000.00	1,060.00
Instrumental Director	848.00	899.00	953.00
Assistant Director	366.00	388.00	411.00
Literary Magazine Advisor	332.00	352.00	373.00
Student Council Advisor	549.00	582.00	617.00
Senior Class Advisor	606.00	642.00	681.00
Director of Dramatics	640.00	678.00	719.00
Student Council Advisor 7th & 8th Grade	366.00	388.00	411.00
Audiovisual Coordinator: High School	606.00	642.00	681.00
Whittier School	393.00	417.00	442.00
Faber School	393.00	417.00	442.00
Guidance Director	1,214.00	1,286.00	1,363.00
Physical Education/Athletic Director	1,702.00	1,804.00	1,912.00
Business Education Chairperson	854.00	905.00	959.00
English Chairperson	854.00	905.00	959.00
Mathematics Chairperson	854.00	905.00	959.00
Science Chairperson	854.00	905.00	959.00
Social Studies Chairperson	854.00	905.00	959.00
Coordinator of Office Experience:			
1-10 Students	787.00	834.00	884.00
11-15 Students	1,124.00	1,191.00	1,262.00
16-20 Students	1,685.00	1,786.00	1,893.00
21 or more students	2,247.00	2,382.00	2,525.00
The salary rates shall be based on the number of pupils enrolled in the program on the first day of the second semester.			
Wrestling: Head Coach	1,274.00	1,351.00	1,432.00
Assistant Coach	882.00	935.00	991.00

Tutoring fee shall be \$10.00 per hour.

ARTICLE XII - PART II

- A. **Personnel employed on a ten month basis shall be paid in twenty equal semi-monthly installments. Those employed on a twelve month basis shall be paid in twenty-four semi-monthly installments.**
- B. **When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks 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 adjustments upon submitting proof of their completion of requirements for a new salary classification provided requirements are completed by August 31 and notice given to the Superintendent by September 15. The salary adjustment shall be retroactive to September 1.**
- E. **Teachers being paid for supervising extra duty assignments have the option of electing one of three payment plans.**
 - 1. **Full payment upon completion of assignment.**
 - 2. **Two equal payments of the assignment. One in the middle of the assignment and one at the end of the assignment.**
 - 3. **Payment in ten equal monthly installments.**
- F. **Each teacher shall receive his final pay on the last check out day in June. If the salary guide for the 1981-82 school year has been agreed upon by the Board of Education and the Dunellen Education Association, each teacher shall also receive the salary guide for said year on the last check out day in June of 1981.**

ARTICLE XII

PART III

- 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 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 him. The commissioner shall consider such appeal and shall either affirm the action of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.**
- B. **This shall not be subject to the grievance procedure.**
- C. **If he so desires the teacher shall have a hearing before the Board prior to appealing to the commissioner.**
- D. **Such withholding of increment shall be fore one (1) year only. At the end of that year the teacher will be placed on his proper step of the salary guide.**

ARTICLE XIII

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 June 1st, providing this information is available. If this information is not available, the Association shall be provided with a reasonable explanation.
- B. 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 rate of .14¢ per mile. Payment shall be made at the end of the school year or upon termination of employment or going on leave. A log will be maintained and submitted to the Business Office at the end of each month.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments, are proposed after June 1, 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 representative and the teacher affected and at his 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 3 and both parties agree to abide by the decision made at that level.

ARTICLE XIV

NOTICE OF VACANT POSITIONS

- A. When school is in session, 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, maintenance, custodial, cafeteria and summer or evening positions will be submitted in writing to the President and Building Representatives of the Association prior to a general announcement to sources outside the school system.
- B. All applications shall be acknowledged in writing.
- C. Teachers who desire to apply for a professional position when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, a copy for each building of vacant professional positions to be filled shall be given to the President of the Association, who shall acknowledge receipt of same in writing.
- D. 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.
- E. All employees shall be given adequate opportunity to make application for positions for which they qualify.

ARTICLE XV

SICK LEAVE

A teacher who is under contract with the Board of Education shall be allowed a total of ten days of sick leave annually 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 may be granted to a tenure teacher because of ill health which renders him unable to properly fulfill the duties and responsibilities of his teaching assignment.

This regulation is not intended to supersede or conflict with the ten day annual sick leave and the accumulation thereof as provided by school law.
2. A leave when granted will be for a period of not more than one school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of his leave of absence may reapply for a second year's leave by submitting an application 60 days prior to the expiration date of the existing leave.
3. The procedure which 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 (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 teaching duties following a leave of absence, the teacher shall submit to the Board of Education a doctor's certificate indicating that he has been discharged by his 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 teaching position. Such costs shall be borne by the Board.
4. A teacher returning from a leave will be placed on salary guide in accordance with the following.
 - a. If he has taught at least four calendar months of the school year, he shall be given one-half increment.
 - b. If he has taught at least seven calendar months, he shall be given a full increment.

5. A teacher who exceeds his allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his 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.
6. All teachers shall also be given the written accounting of accumulated sick leave each year.

ARTICLE XV - I

SICK LEAVE AND LEAVE OF ABSENCE FOR HEALTH REASONS FOR SECRETARIES

A. Sick Leave for Secretaries

1. A secretary who is under contract with the Board of Education shall be allowed ten 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 employed for twelve months shall receive 12 sick days.

B. Leave of Absence for Health Reasons for Secretaries

1. A leave of absence for one year without pay may be granted to a tenure secretary because of ill health which renders her unable to properly fulfill the duties and responsibilities of her secretarial assignment.

This regulation is not intended to supersede or conflict with the ten or twelve day annual sick leave and the accumulation thereof as provided by school law.
2. A leave when granted will be for a period of not more than one school year. A secretary on leave who by virtue of extenuating circumstances is obliged to request an extension of her leave of absence may reapply 60 days prior to the expiration date of the existing leave.
3. The procedure which 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 their findings and redner 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 her secretarial duties following a leave of absence, the secretary shall submit to the Board of Education a doctor's certificate indicating that she has been discharged by her attending physician. The Board of Education reserves the prerogative of having the secretary examined by a doctor(s) of its choice before the secretary is reinstated in her secretarial position. Such costs shall be borne by the Board.
4. A secretary returning from a leave will be placed on salary guide in accordance with the following:
- a. If she has worked at least four calendar months of the school year, she shall be given one-half increment.
 - b. If she has worked at least seven calendar months, she shall be given a full increment.
5. A secretary who exceeds her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of 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.

ARTICLE XV - II

SICK LEAVE FOR CAFETERIA, CUSTODIAL AND MAINTENANCE PERSONNEL

- A. All cafeteria, custodial and maintenance personnel who are employed on a ten month contract shall receive ten (10) sick leave days annually, all of which shall be accumulative if unused. Those custodial and maintenance personnel who are employed on a twelve month contract shall receive twelve (12) sick leave days annually, all of which shall be accumulative if unused. For the purposes of this contract, a day for a cafeteria employee is defined to be the number of hours worked during the course of a normal day by a cafeteria employee.
- B. The Board of Education reserves the right to require any employee claiming sick leave pay to produce sufficient proof, including a physician's certification, of the employees illness or disability.

- C. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.
- D. The misuse of sick leave shall be considered a serious infraction.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE FOR TEACHERS, SECRETARIES, CAFETERIA AND CUSTODIAL AND MAINTENANCE EMPLOYEES

As to the beginning of the 1978-79 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. 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. Application to the employee's Principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall check one of the four general reasons stated above for taking such leave on the request form for record keeping purposes only, except in those cases when the request is for a day before and/or after a holiday, or on consecutive days and/or for the third time in a school year, in which case a specified reason may be approved by the Superintendent.
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 time in the event of death of an employee's spouse, child, grandchild, grandparents, parent, brother, sister, and any relative residing in the immediate household.
(b) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in the event of death of 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 school year, in the event of serious illness of the relatives defined in Section 3 (a) of this article.
(d) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in the event of serious illness to relatives defined in Section 3 (b) of this article.
4. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE FOR TEACHERS, SECRETARIES AND CAFETERIA AND MAINTENANCE EMPLOYEES

- A. A leave of absence for maternity may be granted to teachers, secretaries, and custodial and maintenance employees of the Dunellen School System in accordance with the regulations which apply thereto.
- B.
1. A teacher, secretary, custodial and/or maintenance employee requesting maternity leave of absence shall submit a written request to the Superintendent or the Business Manager, as the case may require, to the Office of her building Principal, at the earliest possible date not later than sixty days prior to the effective date of the leave.
 2. Termination date of the leave shall be September 1st of the school year following the child's first birthday.
 3. A maternity leave of absence shall be granted without pay.
 4. A teacher, secretary, custodial and/or maintenance employee returning from maternity leave shall be placed on the salary guide according to the following procedure:
 - (a) If she has worked at least four calendar months of the school year, she shall be given one-half increment.
 - (b) If she has worked at least seven calendar months, she shall be given full increment.
 5. Unused accumulated sick leave shall be restored to tenure and non-tenure teachers, secretaries, custodial and/or maintenance employees returning to the system within two years.
- C. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- D. 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 will be eligible for tuition reimbursement for courses taken during the leave in accordance with Board policy.

ARTICLE XVIII

HEALTH INSURANCE AND DENTAL INSURANCE

- A. The Board agrees to provide during the term of this Agreement and make available to each eligible employee listed in the Recognition clause under Article I, his spouse and unmarried dependent children, a program of hospital, medical, and surgical insurance as provided by the Blue Cross-Blue Shield, Rider J, and major medical insurance coverage or an equivalent program.
- B. The Board agrees to pay the full premium for eligible employees who are listed under the Recognition clause under Article I who are working half-time or more for full individual health insurance coverage as described above. The Board also agrees to pay the full cost of the premiums for eligible covered employees' dependents (spouse and unmarried dependent children).
- C. The Board also agrees to procure a Dental Plan from the New Jersey Dental Service Plan for covered employees only, the cost for which shall be paid for by the Board of Education which basic Dental Plan will become effective as of January 1, 1979, with the following limitations:
 - 1. The total expense to the Board covering the period from January 1, 1979 to June 30, 1979 shall not exceed \$5,500.00; the total expense to the Board of Education to fund the Dental Plan from July 1, 1979 to June 30, 1980 shall not exceed \$11,000.00; the total expense to the Board of Education to fund the Dental Plan from July 1, 1980 to June 30, 1981 shall not exceed \$11,000.00.
 - 2. In the event the cost for the Dental Plan during any of the above periods exceeds the limits set forth in this Agreement, any excess cost shall be paid for by the Dunellen Education Association.

ARTICLE XIX

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 teacher from performing properly his assigned functions, or detract from his 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 XX

TEACHER EVALUATION

A. NON-TENURE TEACHERS

1. The Frequency of Evaluations -- Non-tenure teachers shall be evaluated by their Supervisors at least three times, each occurring on separate days, in each school year, to be followed in each instance by a written evaluation report and by an opportunity for a conference between the teacher and his or her Supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
2. Duration of Evaluation -- Evaluations, in each instance, shall consist of at least one in-classroom observation which shall be of at least thirty minutes duration in the elementary school and which shall be of at least one period in duration in the high school.
3. Basis for Evaluations -- Evaluations need not be limited to classroom performance but may include an evaluation of the teacher's total performance. Evaluations may be based in part on the subjective judgment of the Supervisor and the total impression given by the employee in the performance of his or her assigned duties. An employee may be evaluated with respect to his or her performance in an extra-curricular activity for which the employee is being paid but this evaluation shall not be used to evaluate the employee's total performance as a teacher.

4. **Open Evaluation** -- All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices is strictly prohibited.
5. **Evaluation by Certificated Supervisors** -- Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction. The term "Supervisors" as used herein is defined to be a person properly certificated by the New Jersey State Board of Examiners to supervise instruction. Supervisors may make reference to observation reports made by department chairpersons in their evaluations.
6. **Copies of Evaluation** -- A teacher shall be given a copy of any evaluation report prepared by his or her Supervisor at least one day before any conference is held to discuss the report. No such report shall be submitted to the Central Office, placed in the teacher's file or submitted to the Board of Education without prior conference between the Supervisor and the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
7. **Contents of Evaluation Reports** -- Evaluation reports shall be presented to each teacher by his or her Supervisor in accordance with the following procedures:
 - a. Such reports shall be issued in the name of the Supervisor.
 - b. Such evaluation reports shall be addressed to the teacher.
 - c. Such reports shall be written in narrative form and may include:
 1. Strength of the teacher as evidenced during the period since the previous report.
 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions which the teacher might take to improve his or her performance in each of the areas where weaknesses have been indicated.

ARTICLE XXI

PERSONNEL RECORDS

- A. 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.
- B. 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.
- C. 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.
- D. Personnel records shall be available to Board members and school administrators. The general public may have access to only that information included in the minutes of the Board.
- E. A teacher shall have the right, upon written request, to review the contents of his or her personnel file and to receive copies at the teacher's expense of any documents contained therein. Once every five years, a teacher shall have the right to indicate those documents and/or other materials in his file which the teacher believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, the Superintendent or his designee determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- F. Material In File - No information pertaining to a teacher's conduct, service, character or personality shall be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his or 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 teacher shall also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent or his designee and attached to the filed copy. Any correspondence addressed to an Administrator or to the Board of Education by a teacher may be placed in his or her personnel file.
- G. Cost for Copies - Personnel wishing a copy (s) of their records, other than those already provided, shall be charged the following cost:

First page to tenth page.....	\$0.50 per page
Eleventh page to twentieth page.....	\$0.25 per page
All pages over twenty.....	\$0.10 per page

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the 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 will bear the cost of materials if the contract is reproduced locally.
3. If reproduced professionally, the cost will be shared by the Association and the Board.
4. The Board shall receive seventy-five 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, to the Board of Education at 434 Dunellen Avenue, 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 or maintenance personnel and/or cafeteria personnel.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1978 and shall be continued in effect until June 30, 1981, 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 heron, all on the day and year first above written.

DUNELLEN BOARD OF EDUCATION

By: _____

Paul A. Romanoski, President

ATTEST:

George Ball, Secretary

DUNELLEN EDUCATION ASSOCIATION

By: _____

Lyn A. Mouncey, President

ATTEST:

Mary Ellen Speciale, Secretary

Notes

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