

**AGREEMENT
BETWEEN**

THE DOVER BOARD OF EDUCATION

-AND-

THE DOVER EDUCATION ASSOCIATION

**COVERING THE PERIOD
JULY 1, 2015 THROUGH JUNE 30, 2017**

THIS AGREEMENT, entered into this 26th Day of April, 2016 by and between the BOARD OF EDUCATION OF THE TOWN OF DOVER, NEW JERSEY, herein after called the "Board," and the DOVER EDUCATION ASSOCIATION, hereinafter, called the 'ASSOCIATION.'" This contract shall be in effect from July 1, 2015 through June 30, 2017.

ARTICLE I

RECOGNITION

- A. The Board of Education of the Town of Dover hereby recognizes the Dover Education Association as the exclusive representative for collective negotiations, as defined by the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., for all non-supervisory certificated personnel under contract to, or on leave from the Board of Education of the Town of Dover, but excluding Teacher Aides and Instructional Assistants.

Part-time teachers shall be entitled to their pro rata share of salary and insurance benefits as set forth herein as permitted under N.J. statutes.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Neither party is required to negotiate any item after this agreement is signed. Negotiations for the successor agreement shall begin as per PERC starting date. Any Agreement so negotiated shall apply to all teachers, as defined in Article I, be reduced to writing, be signed by the Board President and the Association President.
- B. During the negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association pertinent public records and public information of the Dover School District as reasonably requested by the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION:

A "Grievance" shall mean a complaint by the Association as majority representative on behalf of an employee of the Dover Board of Education that there has been to such employee a personal loss or injury as a result of the misinterpretation, inequitable application, or violation by the Board or its Administrators, of a policy, agreement, or administrative decision affecting him, except that the term "Grievance" shall not apply to: (a) any matter which according to law is either beyond the scope of the Board authority or which according to law is limited to unilateral action by the Board alone; (b) a complaint of a non-tenure teacher which arises by reason of his not being re-employed; (c) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; (d) any rule or regulation of the Commissioner of Education or the State Board of Education. A grievance to be considered under this procedure must be initiated by the Association as representative of the employee within thirty (30) school days of its occurrence.

B. PROCEDURE:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employees 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 by the employee of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievances, 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.

(c) When the resolution of a grievance affects more than the employee who filed the grievance, then such resolution shall apply to all affected employees.

(d) An aggrieved employee is to be present at all stages of the grievance procedure and may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected by him/her. When the Association does not represent an aggrieved employee, the Association shall have the right to be present and to state its views commencing at the Superintendent's level.

2. Any employee who has a grievance shall first discuss it with the Principal or immediate Supervisor, where appropriate, individually or through the Association, in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the grievance shall be set forth in writing within ten (10) school days of the date of discussion, to the Principal or Supervisor specifying:
 - (a) The nature of the grievance
 - (b) The nature and extent of the injury or loss
 - (c) The results of previous discussions
 - (d) His dissatisfaction with decisions previously rendered
 - (e) Relief sought

The Principal or Supervisor, too, must communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

4. The employee, not later than five (5) school days after receipt of the Principal or Supervisor's decision, may appeal to the Principal or Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent of Schools shall communicate his decision in writing to the employee and the Principal.
5. If the grievance is not resolved satisfactorily, the Association may appeal the decision to the Board of Education within ten (10) school days of receiving the Superintendent's decision.
6. All requests to the Board of Education shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof, shall review the grievance and shall, at the written request of the grievant, hold a hearing with the employee and render a decision, in writing, within twenty-five (25) school days of the receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
7. If the employee is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than ten (10) school days after the decision, in writing, of the Board of Education was made known.

The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(c) If the parties are unable to determine, with ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator. The arbitrator shall limit himself/herself to issues submitted to him/her, and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasons and conclusions of the issues submitted. 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 arbitrator shall have no power or authority to add to, nor to subtract from nor to modify any of the terms of this Agreement or any Policy of the Board of Education. The arbitrator may recommend a monetary award; however, the arbitrator shall have no power or authority to make recommendations to change Schedules "A", "B", "C", or "D" or any other fixed monetary rate or schedule set forth in this Agreement. The decision of the arbitrator shall be final and binding. Only the Board of Education and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendations.

8. Costs:

(a) Each party will bear the total cost incurred by itself.

(b) The fees and expenses of the arbitrator are the only costs, which will be shared. Such costs will be shared equally between the Board of Education and the Association.

(c) If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

ARTICLE IV

EMPLOYEE ABSENCE

A. **SICK LEAVE:**

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his or her immediate household.
2. Employees shall be entitled to ten (10) sick days leave per year without loss of pay.
3. An employee whose contract is effective after the beginning of the school year shall be allowed one (1) day of sick leave for each remaining month of the contract period.
4. All unused sick leave time shall accumulate, without limit.
5. Accumulation of sick leave allowance shall be based on consecutive years of service. An employee shall be considered as rendering consecutive service as long as he/she does not retire, nor is terminated by the Board.
6. A leave of absence does not constitute an interruption of service but during a leave of absence there shall be no accumulation of sick leave.
7. Compensation for unused sick leave to be received as follows:
 - (a) Upon retirement as defined by Teachers' Pension and Annuity Fund rules and regulations, tenured teachers shall be compensated at the rate of one half ($\frac{1}{2}$) the initial substitute pay for each day of unused sick leave up to a maximum of ten thousand (\$10,000) dollars Twelve months' notice must be given to the Board by the retiring teacher in order to qualify for payment. Such notice can be waived by the Board for a good reason acceptable to the Board. Payment shall be made in one lump sum during the month following retirement or in an alternate manner mutually acceptable to both the retiree and the Board.
 - (b) In the event a tenured employee should die prior to retirement, the sick leave benefit as computed in Paragraph 7(a) of Article IV shall be paid to the beneficiary previously designated as such in writing by the employee, or, if there has been no such designation, then to the employee's Estate.

B. PROFESSIONAL LEAVE:

1. The purpose of professional leave shall be for the improvement of instruction and/or for professional staff development in the Dover Public Schools.
2. Employees may receive, at the discretion of the Principal and with concurring approval from the Superintendent of Schools, leave without loss of pay for visiting and observing in other schools, attending professional conferences, workshops, and/or seminars.
3. Professional leave applications shall be made in writing to the respective building principal for approval or denial. Employees shall submit applications no less than fifteen (15) school days, nor more than forty-five (45) school days, before the date requested. The principal shall forward all such applications to the Superintendent. The building principal shall return a copy of the application form to the applying employee within ten (10) school days of receipt of the application by the principal.

C. PERSONAL LEAVE WITH PAY:

1. Employees shall be entitled to three (3) days leave per year. These days shall be without reason unless any leave falls immediately before or after a school holiday, a recess or vacation period, or the start or end of the student school year. A Friday and a Monday cannot be combined, without a reason, to extend a weekend. During these times, employees shall be entitled to such leave days only for any of the reasons listed below:

- Religious Holiday
- Court Subpoena
- Marriage of employee or member of immediate family
- Illness in immediate family
- Emergencies
- Moving of employee's household
- Employee's mortgage closing
- Settlement of Estate
- Death of family member or friend not covered in IV.C.2. or C.3
- College graduation of child, self or spouse

Employees seeking personal leave with pay shall submit a written request form at least three (3) school days prior to the date requested. With the exception of leave for religious purposes or a stated emergency reason, personal leave with pay shall be limited to ten percent (10%) of the professional staff per school, per day. Shared staff will not be counted in the computation for the 10% limitation.

In the event an employee seeking personal leave with pay fails to submit a written request form for such leave at least three (3) school days prior to the date requested, such leave request shall be deemed an "emergency" request for which a reason is required.

An individual request for an extension of personal leave in excess of three (3) days and/or the 10% staff limitation may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.

2. Employees shall be entitled to up to four (4) days leave per occurrence, in the event of death in the immediate family. NOTE "Immediate Family" shall mean: father, mother, domestic partner, spouse, child, stepchild, brother, sister, mother or father-in-law, grandparent, grandchild, or any member of the employee's immediate household.
3. Employees shall be entitled to one (1) day leave per occurrence, in the event of death of a brother-in-law, sister-in-law aunt, uncle, or ex spouse.
4. Personal leave is not cumulative. However, personal leave days provided for in Section C.1., above, which are unused as of June 30th, shall be added to each teacher's accumulated sick leave each June 30th.
5. For any employees who must take an emergency personal day, an application for personal leave with pay form will be placed by the appropriate staff member in the employee's mailbox on the day of the absence.

Employees returning to work after an emergency personal day must complete and return a personal day form to the building Head Secretary within 2 school days of the absence.

6. Effective July 1, 2005, employees shall receive one (1) family illness day per year. If the day is not used during that year, the day will be converted to an unused sick day.

D. JURY DUTY:

1. Employees called to jury duty shall be excused at full pay less the stipend paid by the court.

E. CHILD BIRTH AND CHILD REARING LEAVE:

1. Only the period of doctor certified disability connected with childbirth will be charged to the employee's accumulated paid sick leave, if available.
2. If requested, tenured employees shall be granted child care leave without pay for the remainder of the contract year in which the birth occurs, or in the case of adoption, de facto custody is obtained, or sooner if necessary to fulfill requirements of the adoption.
3. If requested, tenured employees shall be granted child care leave without pay for the full academic year immediately following the year of the birth or adoption of the employee's child provided the employee gives written notice to the Board of the request prior to April 15th of the year of the birth or adoption, or within 30 days of the birth or adoption if it occurs after April 15th.
4. Child rearing leaves as provided for in paragraphs 2 and 3 are included within the rights provided by the New Jersey and Federal Family Leave Acts and may not be used to extend the time allowed in paragraphs 2 and 3 above.

F. ASSOCIATION LEAVE DAY:

The Association may receive six (6) days leave during any contract year for the purpose of having any teacher appear in litigation pending before the New Jersey Public Employment Relations Commission, arbitration, and matters of a similar nature. The Association agrees to pay for the cost of any substitute for a teacher using any such Association leave day. Association leave days shall not accumulate from year to year.

ARTICLE V

SALARIES

1. Salary Schedules A, B, C, D and E are attached. Salary Schedule A represents an increase of 2.5% effective July 1, 2015; and an additional 2.5%, effective July 1, 2016. The rates for salary schedules B, C, D and E reflect a one-time 2% increase and are thereafter fixed for the duration of the contract as noted.

Part-time teachers shall receive their pro-rata share of the amounts set forth above.

2. Advancement on Salary Guides is contingent upon satisfactory performance as determined through administrative evaluation.
3. The Board agrees to implement an electronic direct deposit program to wire teacher's payroll checks to the bank designated by each employee, including Visions Credit Union.

ARTICLE VI

INSURANCE PROTECTION

1. The Board shall make available to teachers and their dependents, group coverage equal to or greater than that provided by the Public and School Employees Health Benefit Act of the State of New Jersey as follows:

Horizon Blue Cross/Blue Shield or CIGNA Healthcare (HMO Choice)

The Board shall pay the full cost of this insurance protection for all teachers and any dependents.

Effective July 1, 2006, office visits will be increased to a \$15.00 co-pay, affecting both health plans.

Effective July 1, 2006, deductibles shall be increase to 200/400, affecting both health plans.

Part-time teachers receiving a pro-rata share of payment for benefits may pay for dependent insurance protection through employee contributions to a Board established 125 Cafeteria Plan.

2. A Dental Plan will be provided and paid for by the Board, for employees only, up to the agreed upon maximum annual premium cost of six hundred (\$600) per employee. Upon notification from the insurance carrier of any increase in such costs during the term of this Agreement, the maximum annual premium cost specified herein will be adjusted to reflect such increase. Should the current carrier of dental insurance permit now, or for the duration of this contract, employee payment of dependent coverage, this service will be made available. Employees may elect dependent dental coverage through employee contributions to a Board established 125 Cafeteria Plan. Employees electing to change dental coverage may do so only one time per year at a time to be established by the Board. The carrier for this dependent dental coverage will be selected by the Dover Board of Education with Dover Education Association input. The Board shall pay the pro-rata amount for part-time teachers in the amounts described above.
3. The Board may change insurance carriers providing equivalent coverage is maintained and the Board will give the Association sufficient notification of any intended change.
4. Each school year, teachers may choose to "opt-out" of insurance benefits. Members choosing to "opt-out" will be required to sign a release indicating that their dependents are covered under another health benefit program. Teachers shall be told how to re-enroll in health benefits if needed, and members are responsible for informing the Board Secretary of any changes in circumstances regarding health benefits. Employees who are not employed during the full year (September 1 – August 31) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after September 1 and any employment termination that is effective prior to August 31. Employees who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.

Each school year, the Board shall pay teachers for the "opt-out" as follows: 25% of the employer savings for that employee, or \$5,000, whichever is less.

5. The DEA membership shall remain subject to the provisions of Public Law 2011, Chapter 78 throughout the term of this agreement. During the 2015-2016 school year, employee contributions to health insurance shall be at the year 3 levels set by that law. During the 2016-2017 school year, employee contributions to health insurance shall be at the year 4 levels set by that law.

ARTICLE VII

DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the salaries of its teachers, dues for the Dover Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize. Said monies, together with current records of any changes, shall be transmitted to such person as may be designated by the Dover Education Association, by the 15th of each month following the monthly pay period in which deductions were made.
2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues by July 1, 2016, for the 2016-2017 school year.
3. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by the Association to the Board.
4. Subject to law, the Board agrees to purchase a tax sheltered annuity on behalf of any teacher who individually and voluntarily agrees to a deduction from his or her salary for such purpose, which tax sheltered annuity program shall be with a company chosen by the Association.
5. Subject to law, the Board agrees that any deduction from salary made pursuant to a summer payment plan shall be deposited with Visions Credit Union.
6. Any teacher who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum of the regular membership dues, fees and assessments.

ARTICLE VIII

TUITION/WORKSHOP REIMBURSEMENT

A. **TUITION REIMBURSEMENT:**

To provide the opportunity for continued and additional growth in areas of study which should result in benefits to the educational program, a full-time teacher possessing a lifetime New Jersey teaching license and pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses as detailed below taken between July 1 and June 30 under following conditions:

1. Reimbursement is limited to courses for which a grade of A or B has been earned, or a grade of Pass under a Pass-Fail System, as determined by an official transcript or grade report.
2. Each fully licensed teacher is limited to six (6) credit hours per school year, reimbursed at up to the current in-state rate of tuition at Rutgers University for that academic year. Costs of late fees, non-subject area textbooks, travel expenses and other associated expenses are not subject to reimbursement. Textbooks in the specific subject area taught by the teacher shall be reimbursed, and remanded to the school professional library.
3. All courses must be taken at a fully accredited college or university.
4. In order to receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript or letter from the Registrar's Office and claim form. The Registrar's letter must be followed with the official transcript or grade report. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer of any given year must be granted and have accepted an employment contract for the following year.
5. Notification of intent to take specific courses shall be submitted to the Principal and approval received prior to registration. Approval of courses shall be the prerogative of the Superintendent.
6. The Board will make every effort to have payment made within sixty (60) days from the date of receipt of complete documentation.

B. WORKSHOP COURSES:

1. Where course credit is not given, reimbursement or travel costs are to be decided individually by the Board of Education. In an emergency case, the decision is to be left to the Superintendent of Schools. Travel mileage reimbursement shall be paid at the IRS or OMB rates, as mandated at the specific time by the State of New Jersey, and shall be calculated from Dover. Each July 1st, the mileage reimbursement rate shall be adjusted to reflect the then current rate. The reimbursement rate for attendance at no-credit workshops shall be one hundred dollars (\$100.00).
2. There shall be no per diem or other reimbursement for attendance at the NJEA Convention.

ARTICLE IX

TEACHER WORK YEAR

The teacher work year shall consist of one hundred eighty-nine (189) days, including five (5) snow days. If the snow days are not used, the school year shall be reduced accordingly. The Board retains the right to respond to an emergency after the winter months and implement unused snow days as needed. Teacher reporting days shall be 184 and student-teacher contact days shall be 182. One (1) day is to be used for in service programs to be jointly developed with DEA input.

Effective July 1, 2016, the teacher work year shall be increased to one hundred ninety (190) days and teacher reporting days shall be increased to 185, with the extra day representing an additional full professional day to be jointly developed with DEA input.

Effective July 1, 2004, the last day of school for students and staff shall be a full day for teachers and a half day for students.

Effective July 1, 2005, teachers shall have a ½ day before the Christmas break.

Effective July 1, 2016, there shall be one additional half-day for students on a date in April to be scheduled by the Administration, not connected with a faculty meeting, for mandatory data compilation, with a standard 12:30 dismissal time for students and standard lunch period and full day dismissal time for staff.

The DEA and the Board agree to comply with applicable laws and regulations concerning professional development committees.

ARTICLE X

WORK HOURS AND WORK LOAD

A. The in-school work day shall not exceed the following times which shall include for full-time teachers, a daily duty-free lunch period of a least thirty (30) minutes unless the lunch period for pupils is less, in which case teachers shall have a lunch period equal to that of the pupils:

1. In the high school, seven hours and twenty minutes;
2. In the middle school, seven hours and five minutes;
3. In the elementary schools, seven hours.

The arrival and departure times will be determined at the sole discretion of the Board. However, teachers shall be permitted to leave five (5) minutes after student dismissal time only on the following dates provided they have completed their professional obligations:

1. On the day the Pre-K - 6 teachers performs morning duty assignment.
2. On the day the teacher has evening conferences scheduled on a school-wide basis, or any day teachers required to return in the evening.
3. On the day preceding any recess or holiday.

B. 1. Subject to Paragraph C of this Article and to the provisions of this Agreement:

(a) High School teachers shall have one (1) daily preparation period equal in length to an instructional period. In addition, for so long as the school day consists of eight (8) periods or more, High School teachers shall have one (1) daily "on call" period.

(b) High School teachers assigned to a sixth teaching assignment shall be relieved of their duty assignment and shall not be assigned an "on-call" period.

(c) Middle School teachers shall receive one (1) daily preparation period equal in length to a period as defined by the bell schedule for Dover Middle School.

(d) Middle School teachers assigned to a sixth (6th) teaching assignment shall be relieved of their duty assignment.

(e) Starting July 1, 1999, the Elementary in-school work day shall be seven (7) hours.

Effective July 1, 2005, on single session days, elementary schools shall have a thirty (30) minute guaranteed preparation period.

As of July 1, 1999, student instructional time in the elementary schools shall be increased by twenty (20) minutes.

The last two (2) student school days in June shall be single-session days.

Teachers without an assigned aide or instructional assistant, who are assigned three (3) hours or more of uninterrupted student contact time; shall be relieved for ten (10) minutes during that contact time.

All Elementary teachers shall be guaranteed a forty (40) minute uninterrupted preparation period per day. In the event an elementary teacher (Early Childhood – 6) loses a preparation period because of the absence of a specialist or other class coverage; he/she shall be paid twenty (\$20.00) dollars for each such period lost. That part of the teacher's work day, which is prior to the start of the student day and which is after the end of the student day; shall not be considered as preparation period for the purpose of the foregoing guarantee.

(f) Teaching staff members may be required to stay for staff meetings no more than two (2) times per month. One meeting shall have a maximum duration of twenty-five (25) minutes beyond the close of the teachers' work day. Effective July 1, 2005, one staff meeting shall have a maximum duration of forty-five (45) minutes beyond the close of the teachers' work day. The forty-five (45) minute meeting shall be subject to at least seven (7) days notice in advance of such meeting.

(g) Middle school teachers shall attend two (2) daytime conferences and two (2) evening conferences per year. Elementary teachers shall attend two (2) daytime and two (2) evening conferences per year. These shall occur on single session days. Teachers assigned to more than one (1) building may be required to attend conferences in each building but will not work more than the number of conferences listed above.

(h) Teachers may be assigned to a "zero period" prior to the start of the day. This period shall commence no earlier than the length of one (1) class period or a maximum of forty-five (45) minutes before the starting time in that building. Attendance at mandatory meetings shall be contiguous with the end of the individual's workday. The length of the workday shall remain as specified in Article X, A.

2. Preparation period or "on call" time as used herein is unassigned time utilized for lesson preparation, parent conferences, observation/evaluation conferences, curriculum related activities, student conferences, and other such activities and functions beneficial to the educational program. During the school year, teachers who are assigned six (6) classes will not be given on "on-call" period. Teachers with five (5) periods will have an "on-call" period, a preparation period and a duty.

3. Teachers are not to be taken from preparation or "on-call" periods to cover non-emergency absences. Teachers shall continue to provide class coverage during their "on-call" time in those instances when a teacher leaves after the start of the school day without having given prior notice so as to have enabled the administration to hire a substitute.

C. Teachers shall continue to meet their obligations, in accordance with current practice, regarding before and after school duty assignments, staff meetings, evening conferences

and meetings and similar responsibilities occurring outside the regular school day. These obligations vary among the different schools.

- D. Effective July 1, 2005, the position for curriculum writing shall be posted. Curriculum writing positions shall be for a minimum of twenty (20) hours per course, and shall be paid at the Extra Services Rate. Curriculum writing shall be defined as "creating a formal curriculum guide".
- E. Effective July 1, 2005, the Board of Education shall make every effort to ensure that a teacher shall relocate his/her classroom no more than one (1) time per year.

ARTICLE XI

MISCELLANEOUS

- A. All provisions of Chapter 303, P.L. 1968, governing working conditions shall be fully complied with.
- B. Vacancies will be posted in accordance with the provisions of Board of Education Policy No. 403A.
- C. 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 provision or application 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.
- D. Individual teachers' contracts shall comply with and be consistent with the terms of this Agreement. Where discrepancies exist, the Agreement shall prevail.
- E. The Board of Education will supply one copy of the Board of Education Policy Manual, together with updates as available, to the Association.
- F. The Association shall have received one (1) copy of Board Minutes at no charge when such Minutes become available for public distribution.
- G. A teaching staff member desiring to resign his/her position, shall give the Board of Education at least sixty (60) days prior written notice. The Board of Education shall give at least thirty (30) days written notice prior to termination of the contract of a non-tenured teaching staff member, except for end of year non-renewals.
- H. One Certificated Staff member in each elementary building shall be reimbursed at a rate of \$500 per year for development of the school yearbook.

ARTICLE XII

ASSOCIATION RIGHTS

- A. The Association will have ten (10) minutes on the agenda of the district-wide staff meeting held on the first day of the teacher work year in September.
- B. Each school shall be provided with a faculty room in which Association members may work and eat lunch apart from the students.
- C. The Board shall furnish each faculty room with local-area-access-only telephone for the use of employees.

ARTICLE XIII

MANAGEMENT RIGHTS

- A. The Board, subject to the provisions of this Agreement, reserves to itself the right and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B. By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the right to exclusive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify through negotiations with the Association and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of instruction and the duties, responsibilities and assignments of employees with respect thereto; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the mission of the school District in any situation.

ARTICLE XIV

DURATION

This contract shall be effective from July 1, 2015 through June 30, 2017. It is agreed that all items dealing with monetary remuneration (including but not limited to the implementation of schedules A-E) will be effective July 1, 2015.

Schedule A
Dover Teachers Salary Guide
2015-2016 (Year 1)

| Step | BS | BS+15 | BS+30 | MA | MA+15 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|
| 1 | 61,867 | 51,921 | 53,583 | 55,798 | 56,352 | 56,906 |
| 2 | 51,895 | 52,448 | 54,110 | 56,325 | 56,879 | 57,433 |
| 3-4 | 52,422 | 52,976 | 54,637 | 56,853 | 57,407 | 57,960 |
| 5 | 53,477 | 54,030 | 55,692 | 57,907 | 58,461 | 59,015 |
| 6-7 | 54,531 | 55,085 | 56,747 | 58,962 | 59,516 | 60,070 |
| 8 | 55,587 | 56,141 | 57,802 | 60,018 | 60,572 | 61,126 |
| 9 | 56,647 | 57,201 | 58,862 | 61,078 | 61,632 | 62,185 |
| 10 | 57,723 | 58,277 | 59,938 | 62,154 | 62,708 | 63,261 |
| 11 | 60,027 | 60,581 | 62,243 | 64,458 | 65,012 | 65,566 |
| 12 | 62,976 | 63,530 | 65,192 | 67,407 | 67,961 | 68,515 |
| 13 | 66,246 | 66,800 | 68,482 | 70,677 | 71,231 | 71,785 |
| 14 | 70,044 | 70,598 | 72,259 | 74,475 | 75,029 | 75,582 |
| 15 | 74,370 | 74,924 | 76,585 | 78,801 | 79,354 | 79,908 |
| 16 | 79,223 | 79,777 | 81,438 | 83,654 | 84,208 | 84,761 |
| 17 | 87,379 | 87,944 | 89,639 | 91,898 | 92,463 | 93,028 |

LONGEVITY

Longevity increases shall be paid as follows:

| | | |
|----------------|----------------------------------|------------------------------|
| An increase of | \$791, after a teacher completes | 15 years in the district; an |
| Additional | \$434, after completing | 20 years in the district; an |
| Additional | \$816, after completing | 25 years in the district; an |
| Additional | \$714, after completing | 30 years in the district; an |
| Additional | \$561, after completing | 35 years in the district; an |

A maximum longevity increase not to exceed a total of \$3,316.

NOTE: Advancement on this guide is contingent upon satisfactory performance by the teacher as determined through administrative evaluation.

Schedule A
Dover Teachers Salary Guide
2016-2017 (Year 2)

| Step | BS | BS+15 | BS+30 | MA | MA+15 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|
| 1 | 51,367 | 51,921 | 53,583 | 55,798 | 56,352 | 56,906 |
| 2 | 51,895 | 52,448 | 54,110 | 56,325 | 56,879 | 57,433 |
| 3 | 52,422 | 52,976 | 54,637 | 56,853 | 57,407 | 57,960 |
| 4-5 | 53,477 | 54,030 | 55,692 | 57,907 | 58,461 | 59,015 |
| 6 | 54,531 | 55,085 | 56,747 | 58,962 | 59,516 | 60,070 |
| 7-8 | 55,587 | 56,141 | 57,802 | 60,018 | 60,572 | 61,126 |
| 9 | 56,647 | 57,201 | 58,862 | 61,078 | 61,632 | 62,185 |
| 10 | 57,723 | 58,277 | 59,938 | 62,154 | 62,708 | 63,261 |
| 11 | 59,839 | 60,393 | 62,055 | 64,270 | 64,824 | 65,378 |
| 12 | 62,788 | 63,342 | 65,004 | 67,219 | 67,773 | 68,327 |
| 13 | 66,058 | 66,612 | 68,274 | 70,489 | 71,043 | 71,597 |
| 14 | 69,856 | 70,410 | 72,071 | 74,287 | 74,841 | 75,394 |
| 15 | 74,182 | 74,736 | 76,397 | 78,613 | 79,166 | 79,720 |
| 16 | 79,035 | 79,589 | 81,250 | 83,466 | 84,020 | 84,573 |
| 17 | 88,129 | 88,694 | 90,389 | 92,648 | 93,213 | 93,778 |

LONGEVITY

Longevity increases shall be paid as follows:

| | | |
|----------------|----------------------------------|------------------------------|
| An increase of | \$791, after a teacher completes | 15 years in the district; an |
| Additional | \$434, after completing | 20 years in the district; an |
| Additional | \$816, after completing | 25 years in the district; an |
| Additional | \$714, after completing | 30 years in the district; an |
| Additional | \$561, after completing | 35 years in the district; an |

A maximum longevity increase not to exceed a total of \$3,316.

NOTE: Advancement on this guide is contingent upon satisfactory performance by the teacher as determined through administrative evaluation.

SCHEDULE B – ATHLETIC GUIDE 2015-2017

| TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Head Football | 4432 | 5171 | 5912 | 6463 | 7943 | 10132 |
| Assistant High School Football | 3049 | 3420 | 3789 | 4160 | 5470 | 6903 |
| Football Trainer | 2512 | 2745 | 3015 | 3315 | 3651 | 3724 |
| Equipment Custodian Football | 2652 | 2911 | 3191 | 3483 | 3553 | 3624 |
| Head Basketball, Track, Soccer, Softball, Baseball, Wrestling, Volleyball | 3602 | 4160 | 4711 | 5262 | 6428 | 8165 |
| Assistant Middle & High School | 2584 | <u>2962</u> | 3322 | <u>3889</u> | <u>4684</u> | 5883 |
| Head Cross Country, Winter Track, Swimming | 2769 | 3142 | <u>3473</u> | <u>3512</u> | 5054 | 6014 |
| Assistant Middle & High School | 2222 | 2401 | 2589 | 2727 | 3378 | 4175 |
| Cheerleading – Football, Basketball, Wrestling | 2222 | 2401 | 2684 | 2770 | 4185 | 4269 |

ASSISTANT COACHES ASSIGNED TO THE MIDDLE SCHOOL SHALL WORK THE SAME SEASON AS HIGH SCHOOL ASSISTANT COACHES AND SHALL REPORT TO THE HEAD COACH FOR THAT RESPECTIVE SPORT.

DURING THE TERM OF THIS AGREEMENT, ATHLETIC PERSONNEL SHALL MOVE (1) ONE STEP EACH YEAR.

SCHEDULE D – CO-CURRICULAR SALARY GUIDE 2015-2017

| JOB TITLE | 2015-2017 |
|---|------------------|
| PUBLIC RELATIONS DIRECTOR | 4874 |
| FORENSICS, DEBATING AND GRADUATION SPEAKERS | 3089 |
| SKI CLUB ADVISOR | 683 |
| HIGH SCHOOL ACCOUNTS | 4530 |
| BAND DIRECTOR | 8340 |
| BAND ASSISTANT DIRECTOR | 3881 |
| BAND PERCUSSION DIRECTOR | 1432 |
| BAND COLOR GUARD DIRECTOR | 862 |
| PLAY PRODUCER | 1651 |
| PLAY DIRECTOR | 3164 |
| PLAY MUSIC DIRECTOR | 2299 |
| PLAY SCENERY DIRECTOR | 1767 |
| PLAY LIGHT AND SOUND DIRECTOR | 898 |
| PLAY CHOREOGRAPHY DIRECTOR | 1150 |
| PLAY COSTUME DIRECTOR | 611 |
| PLAY MAKEUP | 249 |
| PLAY PIANO ACCOMPANIST | 1571 |
| PLAY VOCAL MUSIC | 1581 |
| PLAY PROFESSIONAL MUSICIAN (4 MAXIMUM) | 252 |
| YEARBOOK ADVISOR | 3089 |
| YEARBOOK ASSISTANT ADVISOR | 1511 |

| | |
|---|------|
| MIDDLE SCHOOL YEARBOOK ADVISOR | 1581 |
| AVA BUILDING COORDINATOR (4) | 1202 |
| JUNIOR CLASS ADVISOR | 1614 |
| SENIOR CLASS ADVISOR | 2198 |
| FRESHMAN CLASS ADVISOR | 954 |
| SOPHOMORE CLASS ADVISOR | 1173 |
| GRADUATION-CAPS AND GOWNS COORDINATOR | 303 |
| STUDENT GOVERNMENT ADVISOR | 2010 |
| PLAY DIRECTOR MIDDLE SCHOOL (2) | 1007 |
| NEWSPAPER ADVISOR (HIGH SCHOOL) | 3089 |
| BOWLING ADVISOR | 668 |
| PRINTING FOR DISTRICT | 3597 |
| STOKES TRIP COORDINATOR | 581 |
| STOKES TRIP CHAPERONES (PER NIGHT SUPERVISED) | 93 |
| NEWSPAPER ADVISOR (MIDDLE SCHOOL) | 1157 |
| DISTRICT ART SUPPLIES COORDINATOR | 769 |
| KEY CLUB ADVISOR | 932 |
| BUILDERS' CLUB ADVISOR | 933 |
| MIDDLE SCHOOL STUDENT GOVERNMENT ADVISOR | 1914 |
| MATH TEAM ADVISOR | 668 |
| SCIENCE TEAM ADVISOR | 668 |
| ACCOMPANIST (MIDDLE SCHOOL) | 288 |
| EIGHTH GRADE TRIPS COORDINATOR | 581 |
| NATIONAL HONOR SOCIETY ADVISOR HIGH SCHOOL | 686 |

| | |
|---|------------|
| NATIONAL HONOR SOCIETY ADVISOR MIDDLE SCHOOL | 686 |
| JAZZ BAND DIRECTOR (HIGH SCHOOL) | 1575 |
| LATIN MIX PERFORMERS DIRECTOR | 668 |
| WEBMASTER | 627 |
| TECH LIAISON | 627 |
| JAZZ BAND DIRECTOR (MIDDLE SCHOOL) | 1179 |
| MIDDLE SCHOOL GRADUATION COORDINATOR | 295 |
| PERFECT STEPS PERFORMERS DIRECTOR | 668 |
| ELEMENTARY YEARBOOK ADVISOR | 520 |
| BOTBALL ADVISOR | <u>897</u> |

SCHEDULE E – HOURLY PAID ACTIVITIES 2015-2017

| HOURLY PAID ACTIVITY | HOURLY RATE |
|-------------------------------------|--------------------|
| DETENTION HALL | \$32.29 |
| MORNING/AFTERNOON HALL DUTY | \$32.29 |
| INTRAMURALS | \$32.29 |
| SECURITY/EXTRA SERVICES | \$32.29 |
| DRIVER EDUCATION | \$32.29 |
| EDUCATION PROGRAMS (EXTRA SERVICES) | \$32.29 |
| SATURDAY DETENTION | \$32.29 |
| FORENSIC DEBATE ADVISOR (EDMS) | \$32.29 |
| HOMEWORK CENTER TEACHER | \$32.29 |

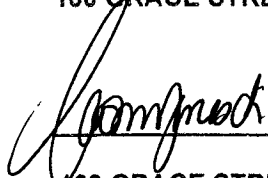
SIGNATURE PAGE

THE DOVER BOARD OF EDUCATION AND THE DOVER EDUCATION ASSOCIATION DO HEREBY AGREE TO THE PROCEDURES AND THE CONDITIONS SET FORTH IN THE 27 PAGE DOCUMENT ENTITLED "AGREEMENT BETWEEN THE DOVER BOARD OF EDUCATION AND THE DOVER EDUCATION ASSOCIATION COVERING THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017."

DOVER BOARD OF EDUCATION

 _____ PRESIDENT

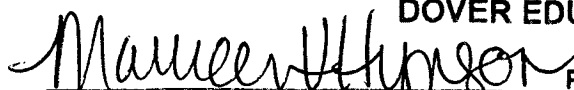
100 GRACE STREET, DOVER, NEW JERSEY 07801

 _____ SECRETARY


100 GRACE STREET, DOVER, NEW JERSEY 07801

DATE: 5-10-2016

DOVER EDUCATION ASSOCIATION

 _____ PRESIDENT

100 GRACE STREET, DOVER, NEW JERSEY 07801

 _____ SECRETARY

100 GRACE STREET, DOVER, NEW JERSEY 07801

DATE: 5-10-2016