

The  
Dunellen education association

And the

Dunellen board of education

July 1, 2004 – June 30, 2007

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**\*PREAMBLE \***

This agreement entered into this 1st day of July, 2004 by and between the Board of Education of the Borough of Dunellen, New Jersey hereinafter called the "Board", and the Dunellen Education Association, hereinafter called the "Association".

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Dunellen School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

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

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

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

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

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

**ARTICLE 1**

**\* RECOGNITION \***

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

- |                                                 |                               |
|-------------------------------------------------|-------------------------------|
| 1. Classroom Teachers                           | 7. Social Workers             |
| 2. Librarians                                   | 8. Special Services Personnel |
| 3. Department Liaisons                          | 9. Secretaries                |
| 4. Guidance Counselors                          | 10. Classroom/Teacher Aides   |
| 5. Nurse                                        |                               |
| 6. Title 1 & Compensatory Education Instructors |                               |

But excluding:

1. Administrative Assistants not employed as teachers in the district
2. Board Secretary/Business Administrator
3. Bookkeeping Personnel
4. Cafeteria Employees
5. Central Office Secretaries
6. Director of Student Personnel Services
7. Principals and Assistant Principals
8. Supervisor of Building and Grounds
9. Assistant Supervisor of Building and Grounds
10. Substitute Teachers
11. Computer Technician/Network Administrator
12. And such other employees not specifically included above.

**B.** 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

2. The term "employee" when used hereinafter shall refer to all personnel represented by the Association as defined above.

**C.** By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent employees in the district, the Board hereby recognizes the Association as the official negotiating agent for teaching, secretarial, and classroom/teacher aide personnel under contract employed by the district. The Association shall submit to the Board by December 1 of each year a notarized list of the active members of the Association.

**D.** This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

**E.** The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

## ARTICLE 2

### \* NEGOTIATION PROCEDURE \*

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

## ARTICLE 3

### \* GRIEVANCE PROCEDURE \*

#### A. DEFINITIONS

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

#### B. PURPOSE

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

1. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with Level III of this procedure and all parties agree to abide by the decision made at that level.
2. A grievance and the procedure relative thereto shall not be deemed applicable:
  - (a) any rule or regulation of the state Board of Education;
  - (b) any rules pertaining to the internal management of the Board;
  - (c) a complaint of a non-tenured employee, which arises by reason of his/her not being re-employed;
  - (d) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required; however, said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

#### C. PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within twelve (12) school days after s/he would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.
2. An employee and Association representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board and/or the Superintendent of Schools shall have the right to designate a representative to participate at any stage of the grievance procedure.

**LEVEL I.**

5. An employee shall first discuss his/her grievance with his/her immediate Supervisor. The employee may present his/her own appeal or designate a representative of the Association to appear with him/her at this step. A decision shall be rendered by the immediate Supervisor within five (5) school days of said hearing.

**LEVEL II.**

6. If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) Dates of occurrence and filing;
- (c) The results of the previous discussion;
- (d) The basis of his/her dissatisfaction with the determination;
- (e) The specific provision/provisions of the Agreement;
- (f) Remedy sought.

7. A copy of the writing called for in Paragraph 6 above shall be furnished to the immediate Supervisor of the aggrieved employee.

8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing with reason, advise the employee and his representative, if there be one, of his/her determination and shall forward a copy of said determination to the immediate Supervisor of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9 or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him/her, may appeal to the Board of Education.

**LEVEL III.**

11. When an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:

- (a) The writing set forth in Paragraphs 6 and 9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the grievant, in his/her appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material.

Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within twenty (20) calendar days except during October through February which shall be thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the immediate Supervisor, and the Superintendent of its determination with reasons given. This time period may be extended by mutual agreement of the parties.

#### **LEVEL IV.**

14. In the event an employee is dissatisfied with the determination of the Board s/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 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 New Jersey State Board of Mediation by either party. The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation 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/her 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/her. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties. The arbitrator does not have the power to add, subtract or otherwise change the terms and conditions of this Agreement.
16. (a) Failure at any step of this procedure to communicate the decision on grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.
  - (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

## **ARTICLE 4**

### **\* BOARD RIGHTS \***

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by all applicable state and federal laws, rules and regulations, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

## **ARTICLE 5**

### **\* EMPLOYEE RIGHTS \***

- A.** An employee in Dunellen Public Schools shall have such rights as s/he may have under New Jersey School Laws, Title 18A, or other applicable laws and regulations of the New Jersey State Board of Education and as indicated in Chapter 303 Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey or of the United States; that the Board shall not discriminate against any teacher by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B.** No employee shall be prevented from wearing official apparel of membership in the Association or its affiliates, provided such apparel conforms with accepted professional standards.
- C.** It is further recognized that employees in the Dunellen Public Schools shall have the right to join, or not to join, the Association.
- D.** Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or Supervisor, Board or any committee, member, representative or agent thereof concerning discontinuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then s/he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her own choice from the Association present to advise him/her and represent him/her during such meeting or interview.

## ARTICLE 6

### \* ASSOCIATION RIGHTS AND PRIVILEGES \*

- A. The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time, any available public information.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teacher's 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, s/he shall suffer no loss in pay.
- D. Representatives of the Association, Middlesex County Association, the New Jersey Education Association and the National Education Association shall be authorized by the building Principal to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building Principal.
- E. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- F. The Association, upon approval of the building Principal, or Assistant Principal, or in the absence of both, the Superintendent of Schools, shall have the privilege to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and/or loss of equipment resulting from Association use. The denial of the use of such equipment should not be for the purpose of interrupting the Association activities.
- G. The Association shall have the privilege to use inter-school mail facilities and school mailboxes as it deems necessary and so long as it does not interfere with school purposes.
- H. The Association shall be provided with a list of all new hires prior to the orientation program. The Association, or its designee, may address the new hires during the orientation program.
- I. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

## ARTICLE 7

### \* THE WORK YEAR \*

#### A. TEACHERS

1. The school years covered by this Agreement shall each be one hundred eighty eight (188) teacher days at least five (5) of which shall be inservice days. Two (2) additional days may be required during each of the three (3) years for personnel new to the school district prior to the opening of school. None of the aforementioned days are to include the New Jersey Education Association Convention. Emergency/Snow days shall not be made up unless the number of instructional days falls below state requirements. In no case, shall teachers work less than one hundred eighty five (185) days nor more than one hundred eighty eight (188) days.
2. The calendar for the ensuing school year shall be issued to the staff upon final Board approval.
3. All faculty meetings shall end not more than seventy five (75) minutes following the end of the normal student day, except in the case of an emergency.
4. All full day inservice days shall end at the conclusion of the normal teacher day.

#### B. SECRETARIES

1. The work year for those secretaries employed under a ten (10) month contract shall commence on September 1 and end on June 30 of each school year. All school secretaries employed on a ten (10) month contract shall comply with the school calendar with regard to holidays and recess of school.
2. The work year for those secretaries employed under a twelve (12) month contract shall commence on July 1 and end on June 30 of each school year.
3. Time off for attendance at the N.J.E.A. Convention shall be given.

#### C. CLASSROOM/TEACHER AIDES

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

## ARTICLE 8

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

1. All secretarial employees shall comply with the school calendar with regard to holidays.
2. All twelve (12) month employees and those employed beyond the ten (10) month period shall receive Independence Day as a holiday.
3. All secretaries employed for a twelve (12) month period shall receive the following vacation.
  - (a) If employed in the system for less than one (1) year--one (1) day per month up to a maximum of one (1) week (five [5] working days).
  - (b) After employment for one (1) year--two (2) weeks (ten [10] working days).
  - (c) After employment in the district for five (5) years--three (3) weeks (fifteen [15] working days).
  - (d) After employment in the system for twenty (20) years--four (4) weeks (twenty [20] working days).
  - (e) Twelve (12) month secretarial employees shall receive one additional vacation day for each year of service between years sixteen (16) and twenty (20).

## ARTICLE 9

### \* TEACHING HOURS AND TEACHING LOAD \*

- A.** 1. The arrival time for teachers shall reflect the start times in each building, but shall not exceed fifteen (15) minutes before the beginning of the pupil's school day.
- (a) A teacher who is late may be excused by the Building Administrator. Any teacher who is late with an unexcused lateness may have their pay docked for the time they are late. If a teacher has more than five (5) unexcused latenesses in any school year, s/he shall be subject to progressive discipline as outlined in Board policy.
2. The departure time for teachers shall be twenty (20) minutes after the close of the pupil's school day. On Fridays and days before a holiday or vacation, the teachers shall be permitted to depart five (5) minutes after pupils are dismissed.
3. (a) Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help regardless of the above time periods
- (b) In addition to the formal teaching day, teachers shall be required to attend faculty, grade level, and/or departmental meetings as designated by the building Principals, Director of Curriculum and Instruction, Director of Student Personnel Services, Superintendent of Schools, or department chairpersons, without the expectation of receiving additional compensation. The total number of such meetings shall not exceed two (2) per month except in the case of an emergency.
- (c) The notice and agenda for any meetings called by the Administration shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.
4. (a) The total in-school day for teachers of elementary grades shall not exceed seven (7) hours and twenty (20) minutes, which shall include a duty free lunch equal to that of the students.
- (b) Notwithstanding paragraph A.4.(a), the in-school workday for teachers of secondary (7<sup>th</sup> through 12<sup>th</sup>) grades shall not exceed seven (7) hours and thirty-five (35) minutes per day.
- (c) If an individual teacher or group of teachers agree, after consulting with the Association, the Board may adjust both their starting and stopping times by up to one (1) hour.
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 assign all departmentalized teachers to a minimum of preparation.
- (a) Teachers of English, Social Studies, Mathematics, Science, and Foreign Language shall be scheduled for no more than four (4) different academic preparations. The Board shall endeavor to rotate those teachers who are

assigned to four (4) academic preparations within each department on an equitable basis from year to year.

- (b) Teachers who are required to teach more than four (4) academic preparations shall be compensated by relief of a duty assignment.
2. The Administration shall endeavor to assign a teacher to no more than three teaching stations in a school day.
- C.** 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.** 1. All teachers in the elementary schools shall, in addition to their lunch period, have no less than one (1) duty free preparation period each day. Each preparation period shall be equal in duration to one class period.
- (a) Any elementary teacher who agrees to give up a preparation period shall be compensated \$10 for each such period or part thereof. It is the teacher's responsibility to keep a log of any such coverage and to submit the log for payment.
2. (a) Teachers of secondary (7<sup>th</sup> through 12<sup>th</sup>) grades shall be assigned to no more than six (6) teaching and no less than one (1) preparation period each day. The Superintendent shall endeavor to distribute the sixth period assignment in an equitable manner
- (b) Department chairpersons shall be assigned to no more than four (4) teaching periods, with one preparation and one departmental period.
  - (c) Any secondary teacher who agrees to give up a preparation period shall be compensated \$10 for each such period or part thereof. It is the teacher's responsibility to keep a log of any such coverage and to submit the log for payment.
- E.** The Administration shall endeavor to make all extra-curricular assignments on a voluntary basis. Any disagreement as to assignment of extra duties may be grieved up to Level III of the grievance procedure. Both parties agree to abide by the decision made at that level.
- F.** 1. Teachers of secondary (7<sup>th</sup> through 12<sup>th</sup>) grades who are required to teach a sixth (6th) class shall be compensated with an additional preparation period.
2. Teachers of secondary (7<sup>th</sup> through 12<sup>th</sup>) grades who are asked and agree to teach a seventh (7th) class shall be compensated at a rate of one-sixth (1/6) of their base salary. And to the degree deemed administratively feasible, teachers who teach seven periods shall not be assigned a homeroom nor to supervise detention.
- G.** Part time academic classroom teachers of secondary (7<sup>th</sup> through 12<sup>th</sup>) grades shall be paid on the basis of the number of classes taught divided by six (6). Said teachers who teach more than three (3) such classes per day shall be considered as working more than twenty (20 hours) per week for the purposes of entitlement to health benefits.

## ARTICLE 10

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

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

## ARTICLE 11

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

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

## **ARTICLE 12**

### **\* 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 the students.

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

## **ARTICLE 13**

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

- A.** Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective Principals.
- B.** Teachers shall be required to attend no more than five (5) evening functions as assigned or directed each school year, except in an emergency
- C.** The Board shall maintain insurance in compliance with RS 18A: 16-6.
- D.** Employees who may be asked and agree or volunteer to use their personal vehicles to transport students shall not do so until suitable documents of insurance are provided by both the Board of Education and the employee. Employees shall be compensated at the current IRS rate for mileage.
- E.** No employee, except the school nurse, shall be required to dispense a prescription drug to a student in the Dunellen School System.

## **ARTICLE 14**

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

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

- 1. (a) Upon employment, a teacher shall be placed on a mutually agreed upon step of the current salary guide.
- (b) Each teacher shall advance a full step of the salary guide for each succeeding school year of the Agreement with the exception that any staff member who is hired after February 1<sup>st</sup> shall remain on the starting step for the following year.
- 2. Previously accumulated unused leave days shall be restored to all teachers returning within a two (2) year period.

3. Teachers shall be notified of their contracts and salary status for the ensuing year by no later than May 15, and, in return, must notify the Board of their decision whether to accept or reject employment by May 23.
4. 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**

1. All secretaries shall be notified of their contract and salary status for the ensuing year by May 15 and in return must notify the Board of their acceptance or resignation by May 23
2. All classroom/teacher aides shall be notified of their employment status as the positions become available.

**ARTICLE 15**

**SALARY GUIDES**

**AND**

**STIPEND SCHEDULES**

**July 1, 2004 - June 30, 2007**

**Longevity**

**Longevity will include all twenty-year employees who have served in the Dunellen School District as follows:**

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

## TEACHER'S SALARY GUIDE 2004 - 05

<b>STEP</b>	<b>B.A.</b>	<b>BA+30</b>	<b>M.A.</b>	<b>MA+30</b>
1	\$36,500	\$37,600	\$38,700	\$41,000
2	\$37,000	\$38,100	\$39,200	\$41,500
3	\$37,508	\$38,608	\$39,708	\$42,008
4	\$38,050	\$39,150	\$40,250	\$42,550
5	\$38,695	\$39,795	\$40,895	\$43,195
6	\$39,412	\$40,512	\$41,612	\$43,912
7	\$40,489	\$41,589	\$42,689	\$44,989
8	\$41,804	\$42,904	\$44,004	\$46,304
9	\$43,241	\$44,341	\$45,441	\$47,741
10	\$44,852	\$45,952	\$47,052	\$49,352
11	\$46,349	\$47,449	\$48,549	\$50,849
12	\$48,143	\$49,243	\$50,343	\$52,643
13	\$50,178	\$51,278	\$52,378	\$54,678
14	\$52,090	\$53,190	\$54,290	\$56,590
15 (Max)	\$53,984	\$55,084	\$56,184	\$58,384
S 1	\$56,157	\$57,257	\$58,357	\$60,657
S 2	\$58,480	\$59,580	\$60,680	\$62,980
S 3	\$61,196	\$62,296	\$63,396	\$65,696
S 4	\$66,234	\$67,334	\$68,434	\$70,734
S 5	\$71,938	\$73,038	\$74,138	\$76,438
S 6	\$73,115	\$74,215	\$75,315	\$77,615

**Max = end of the standard guide**

**Everyone moves up a step each year of the contract**

## TEACHER'S SALARY GUIDE 2005-06

<b>STEP</b>	<b>B.A.</b>	<b>BA+30</b>	<b>M.A.</b>	<b>MA+30</b>
1	\$37,500	\$38,600	\$39,700	\$42,000
2	\$38,000	\$39,100	\$40,200	\$42,500
3	\$38,500	\$39,600	\$40,700	\$43,000
4	\$38,994	\$40,094	\$41,194	\$43,494
5	\$39,580	\$40,680	\$41,780	\$44,080
6	\$40,250	\$41,350	\$42,450	\$44,750
7	\$40,996	\$42,096	\$43,196	\$45,496
8	\$42,115	\$43,215	\$44,315	\$46,615
9	\$43,483	\$44,583	\$45,683	\$47,983
10	\$44,976	\$46,076	\$47,176	\$49,476
11	\$46,591	\$47,691	\$48,791	\$51,091
12	\$48,208	\$49,308	\$50,408	\$52,708
13	\$50,073	\$51,173	\$52,273	\$54,573
14	\$52,188	\$53,288	\$54,388	\$56,688
15 (Max)	\$54,177	\$55,277	\$56,377	\$58,677
Seniority 1	\$56,042	\$57,142	\$58,242	\$60,542
Seniority 2	\$58,405	\$59,505	\$60,605	\$62,905
Seniority 3	\$60,820	\$61,920	\$63,020	\$65,320
Seniority 4	\$63,644	\$64,744	\$65,844	\$68,144
Seniority 5	\$68,881	\$69,981	\$71,081	\$73,381
Seniority 6	\$74,811	\$75,911	\$77,011	\$79,311
Seniority 7	\$76,035	\$77,135	\$78,235	\$80,535

**Max = end of the standard guide**

**Everyone moves up a step each year of the contract**

## TEACHER'S SALARY GUIDE 2006 - 07

<b>STEP</b>	<b>B.A.</b>	<b>BA+30</b>	<b>M.A.</b>	<b>MA+30</b>
1	\$38,500	\$39,600	\$40,700	\$43,000
2	\$39,000	\$40,100	\$41,200	\$43,500
3	\$39,500	\$40,600	\$41,700	\$44,000
4	\$40,000	\$41,100	\$42,200	\$44,500
5	\$40,500	\$41,600	\$42,700	\$45,000
6	\$41,130	\$42,230	\$43,330	\$45,630
7	\$41,825	\$42,925	\$44,025	\$46,325
8	\$42,600	\$43,700	\$44,800	\$47,100
9	\$43,761	\$44,861	\$45,961	\$48,261
10	\$45,182	\$46,282	\$47,382	\$49,682
11	\$46,731	\$47,831	\$48,931	\$51,231
12	\$48,350	\$49,450	\$50,550	\$52,850
13	\$50,087	\$51,187	\$52,287	\$54,587
14	\$52,023	\$53,123	\$54,223	\$56,523
15 (Max)	\$54,218	\$55,318	\$56,418	\$58,718
Seniority 1	\$56,284	\$57,384	\$58,484	\$60,784
Seniority 2	\$58,220	\$59,320	\$60,420	\$62,720
Seniority 3	\$60,673	\$61,773	\$62,873	\$65,173
Seniority 4	\$63,180	\$64,280	\$65,380	\$68,680
Seniority 5	\$66,112	\$67,212	\$68,312	\$70,612
Seniority 6	\$71,548	\$72,648	\$73,748	\$76,148
Seniority 7	\$77,704	\$78,804	\$79,904	\$82,204
Seniority 8	\$78,975	\$80,075	\$81,175	\$83,475

**Max = end of the standard guide**

**Everyone moves up a step each year of the contract**

## SECRETARIES SALARY GUIDE 2004 - 2007

Step	2004-05		2005-06		2006-07	
	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec	10 Month Sec	12 Month Sec
1	\$21,500	\$25,800	\$21,800	\$26,160	\$22,300	\$26,760
2	\$22,500	\$27,000	\$22,800	\$27,360	\$23,200	\$27,840
3	\$23,500	\$28,200	\$23,700	\$28,440	\$24,100	\$28,920
4	\$24,400	\$29,280	\$24,600	\$29,520	\$25,000	\$30,000
5	\$25,400	\$30,480	\$25,500	\$30,600	\$25,900	\$31,080
6	\$26,100	\$31,320	\$26,400	\$31,680	\$26,800	\$32,160
7	\$26,800	\$32,160	\$27,150	\$32,580	\$27,500	\$33,000
8	\$27,500	\$33,000	\$27,875	\$33,450	\$28,200	\$33,840
9	\$28,600	\$34,320	\$28,600	\$34,320	\$28,950	\$34,740
10	\$29,600	\$35,520	\$29,650	\$35,580	\$29,700	\$35,640
11	\$30,600	\$36,720	\$30,700	\$36,840	\$30,800	\$36,960
12	\$31,800	\$38,160	\$31,800	\$38,160	\$31,900	\$38,280
S 1			\$33,100		\$33,000	
S 2					\$34,400	
S 3						
S 4		\$44,000				
S 5	\$38,000			\$45,800		
S 6	\$41,000		\$39,500			\$47,600
S 7			\$42,600		\$41,050	
S 8					\$44,250	

**Max = end of the standard guide**

**Everyone moves up a step each year of the contract**

## TEACHER AIDE SALARY GUIDE

STEP	2004-05	2005-06	2006-07
1	\$12,500	\$13,000	\$13,500
2	\$13,000	\$13,500	\$14,000
3	\$13,500	\$14,000	\$14,500
4	\$14,000	\$14,500	\$15,000
5	\$14,500	\$15,000	\$15,500
6	\$15,000	\$15,500	\$16,000
7	\$15,500	\$16,000	\$16,500
8	\$16,000	\$16,500	\$17,000
9	\$16,500	\$17,000	\$17,500
10	\$17,000	\$17,500	\$18,000
11	\$17,500	\$18,000	\$18,500
12	\$18,000	\$18,500	\$19,000

**Max = end of the standard guide**

**Everyone moves up a step each year of the contract**

### Extra Curricular Guide 2004 - 2007

Percent Increase = 0%, 2.0%, 2.0%

Curricular Activities	2004-05			2005-06			2006-07		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>Chairpersons:</b>									
Business/Foreign Language	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
English	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Math	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Physical Ed./Health	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Science	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Social Studies	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Computer Education	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Fine Arts	2,225	2,966	3,708	2,270	3,026	3,783	2,316	3,087	3,859
Guidance Director	3,142	4,190	5,237	3,205	4,274	5,342	3,270	4,360	5,449
<b>Audio Visual Aide Coordinators:</b>									
High School	1,573	2,097	2,621	1,605	2,139	2,674	1,638	2,182	2,728
Faber School	1,029	1,372	1,715	1,050	1,400	1,750	1,071	1,428	1,785
<b>Coordinator of Office Experience:</b>									
1-10 students	2,034	2,712	3,390	2,075	2,767	3,458	2,117	2,823	3,528
11-15 Students	2,907	3,876	4,845	2,966	3,954	4,942	3,026	4,034	5,041
16-20 students	4,361	5,814	7,268	4,449	5,931	7,414	4,538	6,050	7,563
21+ students	5,815	7,753	9,691	5,932	7,909	9,885	6,051	8,068	10,083
Community Service Coordinator	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
District Webmaster	2,250	3,375	4,500	2,295	3,443	4,590	2,341	3,512	4,682
<b>Athletic Activities:</b>									
Athletic Director	3,129	4,171	5,214	3,192	4,255	5,319	3,256	4,341	5,426
Baseball – Varsity Director	3,311	4,414	5,518	3,378	4,503	5,629	3,446	4,594	5,742
Baseball – JV Coach	2,281	3,042	3,802	2,327	3,103	3,879	2,374	3,166	3,957
Basketball - Boys Varsity	3,789	5,052	6,315	3,865	5,154	6,442	3,943	5,258	6,571
Girls Varsity	3,789	5,052	6,315	3,865	5,154	6,442	3,943	5,258	6,571
Boys JV	2,513	3,350	4,188	2,564	3,417	4,272	2,616	3,486	4,358
Girls JV	2,513	3,350	4,188	2,564	3,417	4,272	2,616	3,486	4,358
Boys Frosh	2,281	3,042	3,802	2,327	3,103	3,879	2,374	3,166	3,957
Boys 7 & 8	1,359	1,812	2,265	1,387	1,849	2,311	1,415	1,886	2,358
Girls 7 & 8	1,359	1,812	2,265	1,387	1,849	2,311	1,415	1,886	2,358
Cross Country - Varsity Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743
Football – Varsity Coach	4,317	5,757	7,196	4,404	5,873	7,340	4,493	5,991	7,487
Assistant Coach	2,847	3,796	4,745	2,904	3,872	4,840	2,963	3,950	4,937
Trainer	2,093	2,790	3,488	2,135	2,846	3,558	2,178	2,903	3,630
Golf – Varsity Coach	1,310	1,747	2,184	1,337	1,782	2,228	1,364	1,818	2,273
Gymnastics - Varsity Coach	1,109	1,478	1,848	1,132	1,508	1,885	1,155	1,539	1,923
Assistant Coach	775	1,034	1,292	791	1,055	1,318	807	1,077	1,345
Intramurals 7 & 8 Coach	944	1,259	1,573	963	1,285	1,605	983	1,311	1,638
Softball – Varsity Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743
JV Coach	2,281	3,042	3,802	2,327	3,103	3,879	2,374	3,166	3,957
Soccer Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743
Track – Varsity Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743
Tennis – Varsity Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743

	2004-05			2005-06			2006-07		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Assistant Coach	2,281	3,042	3,802	2,327	3,103	3,879	2,374	3,166	3,957
Wrestling – Varsity Coach	3,311	4,415	5,519	3,378	4,504	5,630	3,446	4,595	5,743
Assistant Coach	2,281	3,042	3,802	2,327	3,103	3,879	2,374	3,166	3,957
Weight Room (Quarterly)	452	603	754	462	616	770	472	629	786
Other Extra Curricular:							0	0	0
Cheerleader – Football	923	1,231	1,539	942	1,256	1,570	961	1,282	1,602
Basketball	923	1,231	1,539	942	1,256	1,570	961	1,282	1,602
7 & 8 Coach	494	659	824	504	673	841	515	687	858
Competition	848	1,130	1,413	865	1,153	1,442	883	1,177	1,471
Dramatics - Fall	1,656	2,208	2,760	1,690	2,253	2,816	1,724	2,299	2,873
Dramatics - Spring	1,656	2,208	2,760	1,690	2,253	2,816	1,724	2,299	2,873
Inst. Music – Director	2,450	3,267	4,084	2,499	3,333	4,166	2,549	3,400	4,250
Assistant	944	1,259	1,573	963	1,285	1,605	983	1,311	1,638
Literary Magazine Advisor	861	1,148	1,434	879	1,171	1,463	897	1,195	1,493
Newspaper Advisor (DHS)	1,405	1,873	2,341	1,434	1,911	2,388	1,463	1,950	2,436
Newspaper Advisor (Faber)	826	1,101	1,376	843	1,124	1,404	860	1,147	1,433
Class Advisor – 9			411			420			429
10			548			559			571
11			686			700			714
12			1,373			1,401			1,430
Stud. Council Adv. - 9-12	1,423	1,897	2,371	1,452	1,935	2,419	1,482	1,974	2,468
7-8	943	1,257	1,571	962	1,283	1,603	982	1,309	1,636
K-6	826	1,101	1,376	843	1,124	1,404	860	1,147	1,433
Vocal Music – Director LMS/DHS	2,450	3,267	4,084	2,499	3,333	4,166	2,549	3,400	4,250
Assistant LMS/DHS	848	1,130	1,413	865	1,153	1,442	883	1,177	1,471
Vocal Music – Director Faber				1,470	1,960	2,450	1,500	2,000	2,499
Assistant Faber							510	680	850
Yearbook – Advisor (DHS)	2,032	2,709	3,387	2,073	2,764	3,455	2,115	2,820	3,525
Assistant	881	1,175	1,469	899	1,199	1,499	917	1,223	1,529
Yearbook Advisor (Faber)	826	1,101	1,376	843	1,124	1,404	860	1,147	1,433
Rogate Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Spanish Club Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
French Club Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Key Club Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Decathlon of Knowledge Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Biology Club	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Chess Club/Juggling Club (Faber)	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Chess Club (LMS/DHS)				600	800	1,000	612	816	1,020
Art Club (DHS)	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Homework Club (Faber and DHS)	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
Honor Society Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
7 <sup>th</sup> /8 <sup>th</sup> Grade Advisor	847	1,129	1,412	864	1,152	1,441	882	1,176	1,470
7 <sup>th</sup> /8 <sup>th</sup> Grade Team Leaders	1,281	1,708	2,135	1,307	1,743	2,178	1,334	1,778	2,222
Tutoring Fee			34			35			36

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

## ARTICLE 16

### \* COMPENSATION PROCEDURES \*

- A. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi monthly installments. Those employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.
- B. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- C. The Board of Education further reserves all rights pertaining to salaries which are provided to the Board under Title 18A of New Jersey Statutes as amended and interpreted by the decisions of the Commissioner of Education, State Board of Education, and the Courts of New Jersey, and incorporate all applicable sections of said Title as a part hereof.
- D. Teachers shall receive their salary adjustment upon submitting proof of their completion of requirements for a new salary classification provided requirements are completed by August 31 or December 31 and notice given to the Superintendent within thirty (30) days of completion. The salary adjustment shall be retroactive to September 1 or January 1 respectively.
- E. Employees being paid for supervising extra duty assignments have the option of electing one of three payment plans:
  - 1. Full payment upon completion of assignment.
  - 2. Two (2) equal payments of the assignment - One (1) in the middle of the assignment and one (1) at the end of the assignment.
  - 3. For yearly assignments, bimonthly installments shall be available.
- F. Each teacher shall receive his/her final pay on the last check out day in June. If the salary guide for the forthcoming 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.

## ARTICLE 17

### \* WITHHOLDING OF INCREMENT \*

- A. Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him/her. 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/her in his/her place and with his/her powers on such appeals. This shall not be subject to the grievance procedure.

- B. If s/he so desires, the teacher shall have a hearing before the Board prior to appealing to the Commissioner.
- C. It is understood that an employee at maximum may be penalized a sum equal to the average step increment.

## **ARTICLE 18**

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

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

## **ARTICLE 19**

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

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

- C. All employees shall be given adequate opportunity to make application for positions for which they qualify.

## ARTICLE 20

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

All employees who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year in accordance with the provisions of the State School Statutes and local Board of Education rules and regulations pertaining thereto.

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

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

This regulation is not intended to supersede or conflict with the ten (10) day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted shall be for a period of not more than one (1) school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of his/her leave of absence may apply for a second year's leave by submitting an application sixty (60) days prior to the expiration of the existing leave.
3. The procedure that shall be used in implementing this policy shall be as follows:
  - (a) A written request by the applicant to the Board of Education through the Superintendent of Schools.
  - (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist of its own choice who shall report his/her (their) findings and render professional advice to the Board of Education. Such costs shall be borne by the Board.
  - (d) The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
  - (e) Before resuming his/her teaching duties following a leave of absence, the teacher shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the teacher examined by a doctor(s) of its choice before the teacher is reinstated in his/her teaching position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.

5. A teacher returning from a leave shall be placed on salary guide in accordance with the following:  
  
If s/he has taught at least five (5) calendar months of the school year s/he shall be given one (1) full increment.
6. A teacher who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her annual salary for each day of said excess.
  - (a) Any case where this deduction is applicable, the Board, at its discretion, may grant additional sick leave benefits.
  - (b) The Board shall notify the Association of its decision.
  - (c) At the request of the Association, representatives of the Association shall meet with the Board to discuss the Board's action in the case.
  - (d) Any decision made concerning such extended sick leave benefits shall not be subject to the grievance procedure.
7. All teachers shall also be given the written accounting of accumulated sick leave each year.
8. Payment of Unused Sick Leave at Retirement: The parties understand that all employees who have served fifteen (15) years in Dunellen and who have accumulated 0-99 days shall be compensated at the rate of \$20.00 per day up to \$1,980 maximum. It is further understood that those who have accumulated one hundred (100) or more days shall be compensated at the rate of \$25.00 per day with no limit. For example: 100 days = \$2,005; 200 days = \$4,505.
9. Unused personal days shall be transferred to accumulated sick leave days beginning with the 1984-1985 school year.

## ARTICLE 21

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

#### **A. SICK LEAVE FOR SECRETARIES AND AIDES**

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

#### **B. LEAVE OF ABSENCE FOR HEALTH REASONS FOR SECRETARIES AND AIDES**

1. A leave of absence for one (1) year without pay may be granted to an aide or a tenure secretary because of ill health, which renders him/her unable to properly fulfill the duties and responsibilities of his/her assignment.

This regulation is not intended to supersede or conflict with the ten (10) or twelve (12) day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted shall be for a period of not more than one (1) school year. A secretary or an aide on leave who by virtue of extenuating circumstances is obliged to request an extension of his/her leave of absence may reapply sixty (60) days prior to the expiration date of the existing leave.
3. The procedure that shall be used in implementing this policy shall be as follows:
  - (a) written request by the applicant to the Board of Education through the Superintendent of Schools.
  - (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist, of its own choice who shall report their findings and render their professional advice to the Board of Education. Such costs shall be borne by the Board.
  - (d) The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
  - (e) Before resuming his/her duties following a leave of absence, the secretary or aide shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the secretary examined by a doctor(s) of its choice before the secretary is reinstated in his/her secretarial position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.

5. A secretary or aide returning from a leave shall be placed on salary guide in accordance with the following:  
  
If s/he has worked at least five (5) calendar months of the school year, s/he shall be given one full increment.
6. A secretary or aide who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her annual salary for each day of said excess.
  - (a) Any case where this deduction is applicable, the Board, at its discretion, may grant additional sick leave benefits.
  - (b) The Board shall notify the Association of its decision.
  - (c) At the request of the Association, representatives of the Association shall meet with the Board to discuss the Board's action in the case.
  - (d) Any decision made concerning extended sick leave benefits shall not be subject to the grievance procedure.
7. Unused personal days shall be transferred to accumulated sick leave days beginning with the 1984-85 school year.

**ARTICLE 22**  
**\* TEMPORARY LEAVES OF ABSENCE FOR \***  
**TEACHERS, SECRETARIES, CLASSROOM/TEACHER AIDES**

- A. Employees shall be entitled to the following temporary leaves of absence with full pay each year:
  1.
    - (a) A total of three (3) days leave of absence for personal business, legal business, or household or family matters which require absence during school hours.
    - (b) Four (4) days notice shall be given to the Principal or Supervisor by the employee. In the case of emergency, notice shall be given to the Principal or Supervisor and the Substitute Service shall be notified as soon as possible.
    - (c) Employees may take consecutive days without approval for religious reasons.
    - (d) Approval may be granted or denied by the Superintendent or Principal in the event of:
      - (1) Second or third emergency day in a school year.
      - (2) Consecutive days for other than religious reasons.
      - (3) A day immediately before or immediately after a school holiday.
  2.
    - (a) Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system.

- (b) Summons to Court for other than personal reasons.
- 3.
  - (a) Up to five (5) days at any one (1) time in the event of death of an employee's spouse, child, grandchild, grandparents, great-grandparents, parent, brother, sister, and any relative or bonafide domestic partner residing in the immediate household.
  - (b) With the approval of the Superintendent of Schools, up to five (5) days at any one (1) time in the event of death of a son-in-law, daughter-in-law, mother-in law, father-in-law, brother-in-law, and sister-in-law.
  - (c) Up to a total of five (5) days in any one (1) school year, in the event of serious illness of the relatives defined in Section A.3 (a) of this article.
  - (d) With the approval of the Superintendent of Schools, up to an additional five (5) days at any one (1) time in the event of serious illness to relatives defined in either Section 3 (a) or 3 (b) of this article.
- B.** The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.
- C.** An employee who has a need for personal leave which is either in excess of the annual three (3) days of personal leave and/or which does not fall within the parameters for excused personal leave, shall file a request for such leave with the Board Secretary no later than the Thursday preceding the Board of Education's agenda meeting. Both parties agree to abide by the decision made by the Board of Education.

## ARTICLE 23

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

- A.** A leave of absence for maternity or adoption may be granted to all employees of the Dunellen School System in accordance with the regulations which apply thereto.
1. Any employee requesting maternity or adoption leave of absence shall submit a written request to the Superintendent or the Business Administrator/Board Secretary at the earliest possible date not later than sixty (60) days prior to the effective date of the leave.
  2. Commencement and termination dates of anticipated child rearing and disability leaves shall be determined accordingly in order to preserve the educational continuity.
  3. A maternity or adoption leave of absence shall be granted without pay.
  4. Any employee returning from maternity or adoption leave shall be placed on the salary guide according to the following procedure:  
  
If s/he has worked at least five (5) calendar months of the school year, s/he shall be given one (1) full increment.
  5. Unused accumulated sick leave shall be restored to tenured and non-tenured employees returning to the system within two (2) years.
- B.** All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- C.** Teachers may be granted a leave of absence without pay for educational purposes on approval of the Superintendent, provided that a suitable substitute can be found. Teachers on an extended leave of absence for education purposes shall be eligible for tuition reimbursement for courses taken during the leave in accordance with Board policy.
- D.** In the event of an extended illness, any employee may invoke the provisions defined by all applicable state and federal laws.

## ARTICLE 24

### \* PERSONAL AND ACADEMIC FREEDOM \*

#### A. PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern or attention of the Board of Education except as it may prevent the employee from performing properly his/her assigned functions or detract from his/her professional image.

#### B. ACADEMIC FREEDOM

It shall be the sense of this Agreement that the Board of Education intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgment in the instructional program of the district.

## ARTICLE 25

### \* TEACHER OBSERVATION AND EVALUATION \*

#### A. NON-TENURED TEACHERS

1. **The Frequency of Observations** - Non-tenured teachers shall be observed by their Supervisors at least three (3) times, each occurring on separate days, in each school year to be followed in each instance by an opportunity for a conference between the teacher and his/her Supervisor and then by a written observation report, for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The written observation report shall contain only references to the observation.
2. **Duration of Observation** - Observations, in each instance, shall consist of at least one (1) in-classroom observation which shall be of at least thirty (30) minutes duration in the elementary school and which shall be at least one (1) period in duration in the middle and high school.
3. **Basis for Evaluations** - Evaluations (as opposed to observation reports) 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/her assigned duties. An employee may be evaluated with respect to his/her performance in an extra-curricular activity for which the employee is being paid, but an observation report shall not be used to evaluate the employee's total performance as a teacher.
4. **Open Observation** - 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 system, cameras, audio systems, and similar surveillance devices is strictly prohibited.
5. **Observation by Certificated Supervisors** - Teachers shall be observed 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 observation reports and evaluations.

6. **Copies of Observation** - A teacher shall be given a copy of any observation report no later than three (3) school days after the conference is held to discuss the report. A conference shall be held if a teacher determines it necessary after receiving the written observation. 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 observation form.
7. **Contents of Observation Reports** - Observation reports shall be presented to each teacher by his/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 that the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

## **ARTICLE 26**

### **\* PROFESSIONAL DEVELOPMENT \***

In order to meet the Required Professional Development for Teachers (Regulation N.J.A.C. 6:11-13.1-6.11-13.6), all professional development opportunities must be delineated in an educator's Professional Improvement Plan (PIP) and must be consistent with the preamble and standards developed by the New Jersey Professional Teaching Standards Board (PTSB) and approved by the Commissioner of Education. Only professional development activities that conform to the professional development standards and the PTBS mission, and that are clearly outlined in the educator's PIP, will be credited toward required hours of professional development.

## **ARTICLE 27**

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

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

## ARTICLE 28

### \* PROTECTION OF EMPLOYEES \*

The Board of Education recognizes the need for the protection of all employees and agrees to work with the Association to implement State statute and code.

## ARTICLE 29

### \* PERSONNEL RECORDS \*

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

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

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

Personnel records shall be available to Board members and school administrators. The general public may have access to only that information included in the minutes of the Board.

An employee shall have the right, upon written request, to review the contents of his/her personnel file and to receive copies at the employee's expense of any documents contained therein. Once every five (5) years, an employee shall have the right to indicate those documents and/or other materials in his/her file that the employee believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent or his/her designee determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

**Material in File** - No information pertaining to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the filed copy. Any correspondence addressed to an Administrator or the Board of Education by an employee may be placed in his/her personnel file.

**Cost for Copies** - Personnel wishing a copy(s) of their records other than those already provided shall be charged in accordance with the existing Board policy.

## ARTICLE 30

### \* HEALTH INSURANCE AND DENTAL INSURANCE \*

- A.** The Board shall pay the premium required for the enrollment of each eligible employee as listed in Article 1, and his/her eligible dependents, in the program of hospital, medical, and surgical insurance as provided by Horizon Blue Cross-Blue Shield, Rider J and major medical insurance, or an equivalent program, for the duration of this Agreement. In order to be eligible for any benefits under this article, an employee must work more than twenty (20) hours per week.
- B.** It is agreed that the Horizon Blue Cross-Blue Shield Program provided by the Board is equivalent to the New Jersey State Health Benefits Program and to the New Jersey Dental Service Plan. The Association consents to the change to Horizon Blue Cross-Blue Shield Program from those carriers.
- C.** The Board also agrees to procure a Dental Plan from the Horizon Blue Cross-Blue Shield Dental Service Plan for covered employees only, the cost for which shall be paid for by the Board of Education with the following limitations:
1. Dental Cap - The annual dental cap amounts shall be as follows:  
  
2004-05 - \$34,000  
2005-06 - \$35,000  
2006-07 - \$36,000
  2. In the event the Dental Plan during any of the above periods exceeds the limits set forth in this Agreement, any excess premium costs shall be deducted from the pay of the employees.
  3. An employee wishing to obtain coverage under the Dental Plan for his/her family or spouse may do so at his/her own expense provided employee interest in the plan permits the carrier to offer such a plan at group rates. Payment shall be made through monthly payroll deduction.
- D.** Notwithstanding Paragraphs A-C of this Article, employees who begin their actual employment on or after July 1, 1995, will be provided with the POS (point of service) plan for themselves and their dependents only; other forms of the health coverage shall be available to such employees, but such employees must pay any additional premiums themselves.
- E.**
1. All new employees, as of July 1, 2004, shall receive single POS coverage for the term of their employment.
  2. If a newly hired teacher or secretary, during the first three years of their employment, decides to purchase an alternate POS coverage, they may do so at a rate equal to 50% of the difference between single POS coverage and the POS plan of their choice.
  3. Beginning with the fourth year of successive employment, the teachers' or secretaries' contribution for any POS coverage other than single will be reduced to 20% of the difference between single POS coverage and the POS plan of their choice.
  4. All classroom/teacher aides employed prior to July 1, 2004, shall be covered under the existing language in Article 30, paragraph D, unless there is a break of service of more than 18 months.

5. All new classroom/teacher aides hired after July 1, 2004, shall pay the difference between the single POS coverage and their chosen POS coverage up to a cap of:

- \$50 per month during the first year,
- \$75 per month during the second year, and
- \$100 per month during the third year of this agreement.

- F. Notwithstanding Paragraphs A-D of this Article, the Board shall have the right to offer to members of the bargaining unit an incentive payment for waiving Board health insurance in the amount of fifty (50) percent of the premium savings to any member of the bargaining unit who can establish that they already have coverage. The Board reserves the right to require a minimum amount of such waivers before engaging in the program, and also reserves the right not to offer such program. If such a program is provided, it shall allow for an annual payment based upon an annual decision, and shall provide for coverage of the employee if the employee should lose coverage from the alternative source during the year. If the Board has to provide coverage due to such loss of alternative coverage, it has the right to pay for the employee's COBRA payments or to pay for an employee's coverage through another carrier until such time as the employee can re-enroll in the Board's group plan.
- G. The Board shall adopt a premium only Section 125 plan as soon as reasonably possible.

## ARTICLE 31

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

- A.** Dues for the Association shall be deducted from the pay of all employees signing authorization cards according to the State Department of Education rules.
- B.** The monies withheld shall be forwarded to the Association's Treasurer within two (2) working days following the end of each pay period.
- C.** Any employee on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the Association. The Association may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Association membership dues, fees and assessment. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.
- D.** The Association shall indemnify and hold the Board harmless from and against any and all claims, demands, suits, liability, and expenses, including reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.
- E.** The Association shall provide evidence of the existence of a "Demand and Return" system in accordance with C.447, P.L. 1979, to the Board, and to all non-Association members, before any deductions are made pursuant to the terms hereof.

## ARTICLE 32

### \* MISCELLANEOUS PROVISIONS \*

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual member of the Association, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D.
  - 1. The Agreement shall be prepared for printing by the Association.
  - 2. The Board shall bear the cost of materials if the contract is reproduced locally.
  - 3. Reproduced professionally, the cost shall be shared by the Association and the Board.
  - 4. The Board shall receive seventy-five (75) copies of the Agreement and the Association shall receive as many copies as they require.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter return receipt requested at the following address:
  - 1. If by Association, the Board of Education at High & Lehigh Streets, Dunellen, New Jersey 08812.
  - 6. If by Board, to Association to the home of the incumbent President of the Dunellen Education Association.
- F. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, secretaries, custodial, and/or maintenance personnel.

**ARTICLE 33**

**\* DURATION OF AGREEMENT \***

This Agreement shall be effective as of July 1, 2004 and shall be continued in effect until June 30, 2007, subject to the Association's right to negotiate a successor Agreement.

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

DUNELLEN BOARD OF EDUCATION

BY: \_\_\_\_\_  
Matthew Kurzius, President

ATTEST:

\_\_\_\_\_  
Vincent J. Olivo, Secretary

DUNELLEN EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
Cota Possien-Kania, Co-President

BY: \_\_\_\_\_  
Dolores A. Wheelan, Co-President

ATTEST:

\_\_\_\_\_  
Pauline Kline, Corresponding Secretary

# Agreement between