

January 10, 2008

AGREEMENT
BETWEEN
DENNIS TOWNSHIP BOARD OF EDUCATION
AND
DENNIS TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2007 - JUNE 30, 2010

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PREAMBLE

This Agreement entered into this first day of July, 2007 by and between the Board of Education of Dennis Township, Dennisville, New Jersey, hereinafter called the Board and the Dennis Township Education Association, hereinafter called the Association.

ARTICLE 1 **BARGAINING UNIT AND DURATION OF AGREEMENT**

- A. The Board hereby recognizes the Dennis Township Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions for all regularly-employed teachers, speech pathologists, social workers, school nurses, guidance counselors, librarians, bus drivers, instructional aides, non-instructional aides, bus aides, bus mechanic, custodians, maintenance employees, PC network specialists, and non-confidential secretaries and clerks. The Secretary to the Superintendent and the Secretary to the Board Secretary are excluded from the unit. When the term "secretarial employees" is used in this Agreement, it includes clerks.
- B. This Agreement shall be in force during the period July 1, 2007 to June 30, 2010.
- C. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- D. 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.
- E. Any individual contract between the Board and an individual employee, 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.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on or before the date established by PERC and by mutual agreement between the parties of this contract. Any agreement so negotiated shall apply to employees, as indicated in each clause, be reduced to writing, be signed by the Board and Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals. In support of such negotiations, the Board shall make available to the Association, upon written request, all information in the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to employees on the effective date of this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement.
- F. The Board agrees not to negotiate concerning said employee in the negotiating unit as defined in paragraph 1. A. of this Agreement, with any other organization other than the Association for the duration of this Agreement.
- G. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- H. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any questions or proposal until the procedures within this Agreement are fully exhausted.

- I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

- A. Definition

A grievance is an appeal of an event or condition which adversely affects the terms and conditions of employment of an employee or a group of employees.

- B. Purpose:

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

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

- C. Procedure:

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

1. Level One

An employee with a grievance shall first discuss the matter with the following supervisor either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Special education teachers and special education aides shall first discuss the grievance with the Child Study Team Supervisor. Basic skills teachers shall first discuss the grievance with the Director of Curriculum and Instruction. Bus drivers, bus mechanic and bus aides shall first discuss the grievance with the Transportation Coordinator. Custodians and maintenance shall first discuss the grievance with the Buildings and Grounds Supervisor. All other unit members shall first discuss the grievance with the Building Principal. Any employee or employees having a grievance, or the Association must institute the proceedings at this level within twenty-one (21) school days after the employee, or employees or the Association know of the grievance.

2. Level Two

If the aggrieved person/persons are not satisfied with the disposition of their grievance at Level One, they may file the grievance in writing with the Chief School Administrator within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

3. Level Three

If the aggrieved person/persons are not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, they or their representatives may within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the grievance was delivered to the Chief School Administrator, whichever is sooner, appeal the grievance to the Board.

4. Level Four

Upon receipt of a grievance, the Board of Education shall review the decision at the next regularly held Board meeting. The Board shall hold a hearing at that meeting with the employee if requested by the employee and shall render a decision in writing within five (5) school days of the Board meeting. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Chief School Administrator and the Association's designated representative.

5. Level Five

- a. A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to arbitration. In order for the submission to be timely, it must be submitted in writing to the Public Employment Relations

Commission ("PERC") within ten (10) school days of the Board's response at Level Four. A request for a list of arbitrators may be made to PERC regarding the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the Board and the Association's designated representative and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of final statements and proofs on the issues that are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, the Association's designated representative or any other participant in the grievance by reason of such participation.

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the Grievance Procedure shall be in writing setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association's designated representative and the

Building Principal. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C.4. of this Article.

2. All employees, including an employee who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the Chief School Administrator, Principal, or other supervisory personnel, regardless of the pendency of any grievance, until such grievance is properly determined.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in the Article.
6. Any member of the Dennis Township Education Association involved in any part of the Grievance Procedure which requires his presence during the school day shall suffer no loss of pay if the grievance is adjudicated in favor of the grievant.

ARTICLE 4 **EMPLOYEES' RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws, other applicable law and regulations or Board policy.
- B. Whenever any employee is required to appear before the Chief School Administrator, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay. If a decision is rendered in behalf of the Dennis Township School District or against a particular

party, all monies shall be repaid from the day of suspension to the date of complete repayment. (Interest to be fixed at prevailing bank rates.)

- C. The teacher shall maintain the sole responsibility to determine grades of students within the grading policies of the Dennis Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without prior consultation with the teacher. When a grade change is deemed appropriate by the Administrator and/or the Board, said change shall be signed with the signature of the person making the change.
- D. Any reprimand by a supervisor, administrator, or board member or any district employee shall be made in confidence.
- E. An employee shall receive a copy of any materials placed into his/her file. The employee may submit written material in response to any materials placed in the file. This response must be received by the Superintendent or his/her designee no later than fifteen (15) calendar days after the employee received the materials. Said response shall be included in the personnel file.
- F. An employee or representative may review their personnel file by making such requests in writing to the Principal. The Principal will respond to the request within two (2) working days. The response will designate an appointment date and time. The file is to be reviewed in the presence of the Principal or other administrator designated by the Chief School Administrator. An employee may respond in writing to anything in his/her file which he/she has not previously seen, and which he/she deems derogatory and have the response placed in the file. An employee may request in writing copies of specific information from his/her file. The copies will be provided within five (5) working days at a cost of twenty cents (\$.20) per copy.
- G. No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured teacher for performance-related reasons.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

- H. Pursuant to N.J.S.A. 34:13A-1, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or coerce an employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-1, or other laws of New Jersey or of the Constitution of New Jersey or of the United States, that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment 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 or with otherwise respect to any terms or conditions of employment.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association all information and/or data in its possession reasonably related to the obligation of the Association to carry out its bargaining and grievance handling responsibilities.
- B. Representatives of the Dennis Township Education Association, the Cape May County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.
- C. The Dennis Township Education Association shall have the privilege to use the school building at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operation. The Building Principal in question shall be notified in writing at least 24 hours in advance of the time and place of all such meetings.
- D. In order to carry out Association business, the Association shall have their right to use school equipment including, but not limited to, typewriters, mimeographing and spirit duplicating machines, calculating machines, Xerox machines, and all types of audio-visual equipment during two (2) hours each day designated by the Board Secretary and when such equipment is not in use by the school. The Association may be required to furnish or reimburse the school for materials and supplies for such use.

- E. The Board of Education shall provide the Association with a copy of the full Board of Education Policy Manual and provide any alterations and additions as they become available.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of these employees and not to any other organization.
- G. The office of the Superintendent shall provide all new employees with a copy of the negotiated contract.

ARTICLE 6
WORK YEAR

- A. 1. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-five (185) days.

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. This includes two (2) days for N.J.E.A. Convention and one (1) day for County workshop day, if held.

- 2. Inclement Weather

- a. Teacher, PC specialist, bus mechanic, instructional aides and non-instructional aides' attendance shall not be required whenever student attendance is not required due to inclement weather.
- b. In the event of inclement weather and the school District is closed, the evening custodians will be notified by the Chief of Operations (Chief) or the Business Administrator as to their work schedule.
- c. In the event that during the work day conditions become hazardous, the evening custodian assigned to monitor the cellular phone will contact the Chief of Operations or if not available the Business Administrator to update them as to weather conditions at the school. The Chief or Business Administrator will then make a determination as to when the custodians will be released in order to provide them the opportunity to safely return to their residence.

- B. Bus Drivers and Bus Aides

1. The work year for bus drivers shall not exceed 183 days, exclusive of extra-duty runs: 180 days of student transportation; 1 orientation day; 1 bus inspection; 1 bus re-inspection if necessary.
2. The work year for bus aides shall be 181 days. If a bus aide is assigned to more than 181 days, he/she shall be paid at his/her rate of pay for all such time.

C. Secretarial Employees

1. The said employees shall not be expected to report when school is closed due to unexpected emergencies (i.e. snowstorms, no heat, etc.) but will continue to be compensated for such days.
2. On days that school is dismissed early due to inclement weather or other scheduled or unscheduled activities, the decision to dismiss at the same time teachers are dismissed will be left to the discretion of the Superintendent only.

D. Custodians, maintenance and Bus Mechanic

1. On the day before the Thanksgiving holiday break and the Christmas holiday break, all custodian and maintenance staff will be allowed to shorten their regularly scheduled workday by 2 hours. However, early dismissal on Thanksgiving shall be allowed only on the recommendation of the Supervisor of Maintenance, who, in turn shall recommend such early dismissals to the Business Administrator/Board Secretary who shall then recommend the early dismissals to the Superintendent for final approval.

ARTICLE 7
WORK WEEK, WORK HOURS, AND WORK LOAD

- A. 1. The full-time teacher work day shall be seven (7) hours including pupil contact time, lunch time and prep time. Supervision of students by teachers shall extend to 3:30 p.m. This additional time will not be teaching time. The teacher work day for Middle School teachers will conclude at 2:30 p.m. except for those teachers under C. 1. below. The teacher work day for elementary teachers will conclude at 3:30 p.m. except for those teachers under C. 1. below.
2. On a full day when students are present for a normal instructional day, time under 1. above shall include fifteen (15) minutes prior to the start of the student instructional day and fifteen (15) minutes after the student dismissal bell. The student instructional day begins with homeroom.

3. a. The duty-free lunch period for teachers on a regular, full day shall be 45 minutes except on inclement weather days when it shall be 30 minutes. Notwithstanding the foregoing sentence, the practice of rotating lunch duty shall continue. At least 30 minutes of the lunch period shall occur during the time when student lunches are scheduled.
- b. The duty-free lunch period for the PC Specialist on a regular, full day, shall be 30 minutes.
4. Teachers shall check in and out at the main office in the faculty roster.
5. Teachers may leave the building upon notification of the Building Principal during their scheduled duty-free lunch period. A written check in and out system has been established, primarily for emergency reasons.
6. Effective July 1, 2008, all full time classroom teachers shall receive one preparation period (no less than 40 minutes) on every full day school day. Part time teachers will receive a prorated amount of full period preparation time based on their work schedule. Prep time shall continue to be able to be used for supervisor-teacher meetings, parent-teacher meetings and teacher committee meetings. All efforts will be made not to use more than two preparation periods a week for such meetings.
7. When a teacher covers an absent colleague's class and that assignment brings the teacher below the guaranteed prep time set forth in Article 7, A. 6, the teacher will be paid for the amount of lost prep time that week at the home instruction rate.
8. The Superintendent or her/his designee will provide each teacher a memo stating their anticipated teaching assignment for the coming year to be delivered at the time of the teacher's end of year evaluation conference. It is understood that this assignment could change due to unexpected circumstances that arise after scheduling work. Teachers will receive a copy of their schedule and their class lists by August 15th of 2007 and 2008. This previous sentence will be removed from the contract for 2009 if the August 15th deadline has been met the two years stated, otherwise it will be in force for 2009.

B. Meetings

1. a. There may be up to two (2) faculty meetings per month after the time set forth in Article 7, A.1. The total meeting time per month may not exceed 75 minutes, with no one meeting exceeding 60 minutes in length.

2. Meetings shall not occur on half-day in-service days. Faculty meetings shall not be held on Fridays, on days preceding a holiday or vacation, or during parent-teacher conferences. Notice and agenda of meeting shall be given to each teacher one week in advance of the meeting, except in emergency. If possible, faculty meetings shall be held on the same day of each month (example – second Thursday of each month).
 3. Meetings shall be scheduled to commence as close to the student dismissal as possible, but no later than 10 minutes after students are dismissed, unless in emergency situations (such as, but not limited to) which involve student safety, staff safety, and/or the safety of the District property. Determinations of emergency situations shall be made by the District's administration.
 4. Meetings may be used for any purpose.
 5. Coaches of District teams and of stipend extracurricular activities shall be released by the Principal from faculty meeting attendance as necessary for events.
 6. Other non-mandatory meetings may be held after school. Attendance at these meetings is strictly voluntary and attendance shall not be taken. Faculty members may attend at their own discretion.
- C. 1. There shall be 3 positions (Primary, Elementary, Middle) for afternoon hallway bus monitoring. Positions for each five (5) month period shall be properly posted and each retained teacher, selected from applicants, shall be compensated at a rate of \$270.00 per five (5) month period (opening of school through January 31 and February 1 through the last day of school.) Each retained employee shall remain on duty until the last child is on the bus.
- D. Those teachers who are required to return to school for evening parent-teacher conferences shall have an early dismissal day.
- E. Voluntary and Involuntary Transfers and Reassignments
1. No later than May 30th of each year the Superintendent will provide to the President of the Association and post at all worksites a written list of known vacancies which are anticipated to occur during the upcoming school year. Employees who desire to transfer to another work site should file a written statement of their wish to transfer to an open position within five (5) working days after the posting.

2. The Board shall provide assistance in moving equipment and materials for any reassigned employee.

ARTICLE 8
SALARIES, HOURLY RATES AND STIPENDS

A. Teachers

1. a. The salaries for each year of this contract of all teachers covered by this Agreement are set forth in Schedules A. 1., A. 2. and A. 3.
- b. A maximum of six (6) credit years for a fully certified teacher shall be given a teacher moving from a public school system or an accredited private school. The Board may grant up to an additional nine (9) years of such credit at its discretion. The maximum of four years for military service as required by law. In order to qualify for such credit on the salary guide, the teacher must claim the credit on the application form prior to the Board's decision to hire.
- c. Certified staff required to work during the summer months to meet legally mandated timelines will be reimbursed at their normal hourly rate of pay (salary divide by 200 days equals daily rate; daily rate divided by seven (7) hours equals hourly rate). Certified staff working voluntary summer teaching positions will be reimbursed at the home tutoring hourly rate.
- d. If a certified staff member agrees to add a scheduled class for the year beyond their normal work day, or gives up one or more prep periods to add a scheduled class for a year they will be compensated at their normal hourly rate of pay (salary divided by 200 days equals daily rate; daily rate divided by seven (7) hours equals hourly rate). This position will be posted according to Article 8.3.

B. Instructional Aides

The rates of pay for each year of this contract for all aides covered by this Agreement are set forth in Schedules B-1, B-2 and B-3.

1. Full-time instructional aides shall receive the same length lunch period as teachers at their grade level. Instructional aides and non-instructional aides who work at least four (4) hours but less than full-time shall receive a 30 minute lunch period.

2. When a non-instructional aide works a full day as an instructional aide, she/he shall be paid \$2.00 per hour over her/his normal hourly rate for all hours worked.

C. Bus Drivers

1. The rates of pay for each year of this contract for all regularly employed bus drivers are set forth in Schedules C-1, C-2 and C-3.

2. Extra-Duty Runs

- a. Extra-duty runs shall be defined as Sports Runs or Field Trips.
- b. Regularly-employed bus drivers shall be paid at their normal contractual rate.
- c. Field trips shall be offered to all four hour run drivers before being offered to two hour run drivers or to substitutes. Assignment among four hour run drivers shall be made in order of seniority. After a driver has been offered an extra duty run such as a field trip, that driver's name shall be placed at the bottom of the list and move up as other trips occur.

Beginning with September 1 of each school year, the rotation will begin again with the most senior driver.

- d. For sports runs a pool of drivers shall be used to determine who drives the run. The pool shall consist of substitutes and regular drivers. When sports runs are determined prior to each season (i.e. fall, winter, spring), substitute drivers shall be asked to do the run. If substitute drivers are not available, then regular drivers shall do the run in order of seniority. Notification of a sports run shall be given no later than two (2) days to regular drivers. In case of canceled games, driver scheduled to drive will have first preference when game is rescheduled.
 - e. If a driver misses his or her morning or afternoon run due to being on a field trip, the driver will be paid for the field trip as well as for any portion of the regular run which the driver actually makes.
 - f. When more than one (1) bus is assigned to a field trip, all busses shall remain at the location.
3. Drivers who attend in-service or orientation meetings shall be paid at their regular hourly rates for the actual time of attendance at said meetings.

4. Pay for extra duties: provided time sheets are handed in by the end of the previous pay period, payment shall be made in the following pay period.

5. Fueling Stipend:

a. Two hour runs or less will receive \$200 annually. All runs over two hours will receive \$425. Half of the stipend shall be paid before the Christmas break and half of the stipend shall be paid with the last paycheck in June.

b. No overtime handed in on timesheets will be paid for fueling. All contracted bus drivers will receive the above stipend regardless of their situation.

D. Incremental movement under A. 1. a., B. and C. 1. shall occur as of July 1 of each year following the anniversary date of employment.

E. Any ten (10) month employee who has worked a minimum of ninety (90) days in the Dennis Township School District will be given credit for one full year of experience and placed on scale. Any twelve (12) month employee who has worked a minimum of one-half of the days in their twelve (12) month work year in the Dennis Township School District will be given credit for one full year of experience and placed on scale. Effective July 1, 2001, time spent as a substitute bus driver does not count towards credit on the salary guide. Any contracted bus driver who was credited for substitute bus driver time on the guide prior to July 1, 2001, will maintain that credited time.

F. The Board shall reimburse all unit members' travel incurred at the request of Dennis Township Board of Education or any representative thereof, excluding normal driving by bus drivers but excluding coming directly to or going from the regular working day at the IRS rate for mileage.

G. 1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal installments payable on the 15th and 30th of the month. Employees employed on a twelve (12) month basis shall be paid in twenty (24) equal installments payable on the 15th and 30th of the month.

2. Ten month employees may individually elect to participate in an employee credit union. Such ten month employees who elect to participate in such credit union may, within the full discretion of the employee, elect to have a certain amount of money deducted from their monthly salary and deposited with the credit union. Any payments to the employees will be made in accordance with the schedule of payments determined by the credit union.

3. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
 4. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June.
 5. No checks will be given unless final check-out is satisfactory as per negotiated checklist.
- H. Longevity payments shall be paid throughout the year as part of the regular paycheck for all employees.
- I. Secretaries' overtime:
1. Employees authorized and required to work over a 40 hour week shall be paid an amount based on 1.5 times the employee's regular rate of pay; or 1.5 hours for each hour worked. This shall be only for hours worked over a forty (40) hour week.
 2. Authorized overtime shall mean overtime for emergency or unusual circumstances.
 3. Only the Superintendent may authorize employees to work overtime. Requests to the Superintendent by supervisors must be made prior to the overtime.
- J. Custodians, Maintenance, and Bus Mechanic
1. Upon initial employment in the Dennis Township School District, and upon recommendation of the Superintendent and the approval of the Board, credit may be given to a new employee for applicable previous custodial or maintenance experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.
 2. The work day shall consist of eight hours including thirty (30) minutes paid lunch break. Each employee shall have a 15 minute break for each 4 hours worked. The work week shall consist of five (5) consecutive work days comprised of forty (40) work hours. A work week shall begin on Monday.
 3. Overtime pay shall be calculated at a rate of time and one half for hours worked in excess of eight (8) work hours in any day or forty (40) hours in any work week. All work performed on approved holidays not asterisked in

the list contained in Attachment #4 to this contract or on the seventh consecutive work day shall be calculated at a rate of double time, or, at the option of the employee, two (2) compensatory days off, to be mutually determined.

4. Any employee called to return to work at any time other than his regular scheduled shift, shall be paid a minimum of two (2) hours overtime calculated at a rate of time and one half. The employee shall be reimbursed for mileage for this assignment at the prevailing IRS rate.
5. Upon a receipt from a vendor, the Board shall reimburse each employee up to \$60.00 for work related footwear. The employee must purchase safety shoes and provide the Business Administrator with a receipt for purchase. The Board shall maintain the existing practice with respect to the provision of uniforms.
6. Overtime assignments shall be allocated within the title within the building where the overtime takes place according to seniority and shall be rotated through the seniority list.
7. The bus mechanic shall be provided a district vehicle for road service. In the alternative, he/she shall be reimbursed for mileage for these assignments at the prevailing IRS rate.

K. Extracurricular Activities/Stipends

1. Extracurricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, or work year as defined in this Agreement or as established by past practice. Said extracurricular activities, and the compensation for same, are set forth in Schedule G attached hereto and made a part hereof.
2. The stipend and other terms and conditions of employment for any extracurricular activities not currently set forth in Schedule G shall be subject to negotiations between the Board and the Association.
3. All vacancies in extracurricular positions shall be posted according to the provisions of Article 18. All qualified applicants shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The administration agrees to give due consideration to the professional background, attainments, and other relevant factors of all applicants.
4. Advisors must submit a copy of the following to the Building Principal:
 - a. Signed parental permission slips for each of the students.

- b. Quarterly reports of attendance and activity.
 - c. Annual review of attendance and goals met.
5. Activities/clubs must take place after school.
 6. Any new club must have an initial year of trial before being considered a stipend club. Consideration will be tendered by the Superintendent of Schools based upon the submission of a written proposal including goals, actual and projected enrollment, and proposed schedule.
 7. Semester Activities Clubs will meet 3-4 days per week in a semester. Yearly activities/clubs will meet one day per week for one year.
 8. Any activity or club not run for two consecutive years will be considered defunct. In order to restart the activity or club, the advisor must follow the new club process outlined above.

ARTICLE 9
TEACHER EVALUATION

- A. Teachers shall be observed through classroom visitation at least three (3) times in each school year if a non-tenured teacher and at least one (1) time in each school year if a tenured teacher, to be followed in each instance by a written evaluation as outlined in D. below and by a conference between the teacher and his/her evaluator as outlined in C. below.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Cameras and audio systems may be used with the full knowledge and consent of the teacher. The use of eavesdropping, public address, and similar surveillance devices shall be prohibited.
- C.
 1. The evaluator may meet with the teacher following a classroom visitation to discuss the visitation.
 2. After a teacher has received a written report as outlined in D. below, there shall be a formal follow-up conference with the evaluator, and such conference with the evaluator shall be held. The teacher shall be given a copy of the written report prepared by his/her evaluator at least one (1) day before the follow-up conference.

3. Follow-up conferences as outlined in C. 2. above shall occur within ten (10) school days of the observation. The conferences shall be held within the school day.

D. Reports shall be written and shall include, when pertinent:

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Areas of improvement needed by the teacher as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Teacher Response

An evaluated teacher may respond in writing to the evaluation within ten (10) school days of the evaluation conference described in Section 3. above. Such response shall be attached to each party's copy of the evaluation report.

F. Post-Severance Documents

After a teacher has retired, not been renewed or resigns, the Board shall forward to the teacher at his/her last available address, copies of any documents placed in his/her file. The teacher shall have fifteen (15) days to respond in writing to any documents so placed in the file. Such response shall be placed in the file.

G. Annual Review Professional Improvement Plan (PIP)

Teachers will receive an Annual Review for the current year and a PIP for the following year prior to June 1st of the current year.

ARTICLE 10 SICK LEAVE

A. Employees employed on a ten (10) month basis shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Employees employed on a twelve (12) month basis shall be entitled to twelve (12) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Part-time employees are entitled to pro-rated sick leave. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. New employees shall be credited with one (1) day of sick leave per month for the number of full or part months remaining in the school year as of the first day of work.
- C. Secretarial employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year. The accounting shall include the twelve (12) days or ten (10) days, as relevant, for the current year.
- D. Upon retirement, employees shall be compensated for fifty percent (50%) of unused accumulated sick days at a rate equal to one two-hundredth (1/200th) of the employee's salary in his or her final year. Retirement will mean they must retire under the provision of the Teachers' Pension & Annuity Fund or PERS. They must have a minimum of twenty years of service with the Dennis Township Board of Education. The twenty years stipulation will begin with employees hired after June 30, 1983. *(Maximum - one half year of their final salary and not more than 100 days.)*

- 1. Employees on staff prior to September 1, 1986 shall be compensated for fifty (50%) percent of their unused accumulated sick leave days under the provisions of 3. through 6. below up to the following maximum payments:

Teachers; Secretarial employees; Bus mechanics; Custodial employees; and Maintenance employees	\$20,000
All Aides	\$10,000
Bus Drivers (4 hour)	\$6,000

- 2. Employees hired on or after September 1, 1986 shall be compensated for fifty (50%) percent of their unused accumulated sick leave days under the provisions of 3. through 6. below up to the following maximum payments:

Teachers; Secretarial employees; Bus mechanics; Custodial employees; and Maintenance employees	\$5,000
All Aides	\$2,500
Bus Drivers (4 hour)	\$1,500

3. The value of each day is a rate equal to one two- hundredth (1/200th) of the employee's salary in his or her final year.
4. The maximum number of days to be compensated for under 2. and 3. above is one hundred (100).
5. Retirement is defined as application to, qualification for and payment of retirement benefits under T.P.A.F. or P.E.R.S.
6. Employees hired after June 30, 1983 must have a minimum of twenty (20) years service with the Dennis Township Board of Education in order to be eligible to receive this benefit.
7. Payments under C. shall be made in the July following the retirement if written notice of retirement is received by the Board before February 1 in a year. In the event that such notice is later than February 1, the payment shall be made in the second July following the retirement. Disability retirements will be treated as if the February 1 notice had been given.

ARTICLE 11
TEMPORARY LEAVES OF ABSENCE

- A. It is recognized that while the following leaves are available when necessary, the typical employee will not be expected to take every possible leave day.

Subject with notification of the Chief School Administrator, employees shall be entitled to the following (temporary nonaccumulative) leaves of absence with full pay each school year except where a leave is designated for a particular unit sub-group.

- B. Personal leave

1. All 10 month employees:

Up to three (3) days leaves of absence for personal, legal, household, business, or family matters which require absence during school hours. Part-time teachers and non-instructional aides are entitled to pro-rated personal leave. Part-time bus drivers receive up to one (1) day's leave of absence under the same terms. Application to the Chief School Administrator for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. If three (3) unused personal days remain at the end of the year, two (2) personal days will be converted to sick leave. If two (2) unused personal days remain at

the end of the year, one (1) personal day will be converted to sick leave. Personal days should not be included with holidays or vacation days.

2. All 12 month employees:

Up to four (4) days leaves of absence for personal, legal, household, business, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that s/he is taking it under this section. If four (4) unused personal days remain at the end of the year, three (3) personal days will be converted to sick leave. If three (3) unused personal days remain at the end of the year, two (2) personal days will be converted to sick leave. If two (2) unused personal days remain at the end of the year, one (1) personal day will be converted to sick leave. Personal days should not be included with holidays or vacation days.

- C. Up to two (2) days for teachers for the purpose of visiting other schools or attending meetings or conferences of an educational or professional nature, with prior approval of the Chief School Administrator.
- D. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.
- E.
 - 1. Up to five (5) days' bereavement at any one time in the event of death of an employee's spouse, child, parent, sister, brother, or grandchild.
 - 2. Up to five (5) days at any one time in the event of critical illness for spouse, child, parent, sister, brother, or grandchild.
 - 3. Up to three (3) days' bereavement at any one time in the event of death of aunt, uncle, niece, nephew, father-in-law, mother-in-law, grandparents (by blood or marriage), sister-in-law, brother-in-law.
 - 4. Up to three (3) days at anyone time in the event of critical illness for aunt, uncle, niece, nephew, father-in-law, mother-in-law, grandparents (by blood or marriage), sister-in-law, brother-in-law.
 - 5. Criteria for critical illness: Vital signs unstable or may be unconscious or major complications may be present or prognosis is questionable or death may be imminent or progress is unsatisfactory. This condition established by the doctor's order.

F. Time necessary (up to two weeks) for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay in addition to any pay which he received from the State or Federal government.

G. All Support Personnel:

All employees are encouraged to participate in professional meetings, conferences, workshops, seminars, visits to other school systems and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district.

If the Superintendent grants professional leave under this section, the necessary expenses shall be compensated.

H. Employees required to perform jury duty shall receive their full pay, minus the amount paid by the Courts, for the time which they serve.

I. Other leaves of absence with pay or without may be granted by the Board for good reason.

ARTICLE 12
HOLIDAYS

SECRETARIES, CUSTODIANS, MAINTENANCE EMPLOYEES, AND BUS MECHANIC

A. Twelve (12) month non-confidential secretaries and clerks shall be entitled to the following vacation schedule:

*0-2 years	=	six (6) days
3-10 years	=	twelve (12) days
10+ years	=	one day per year added to a maximum of 20 days

"Years" is defined as the number of full years (12 months equals a year) a secretary or clerk has worked in the District in a secretarial or clerical position. If an employee has been in a ten (10) month secretarial or clerical position and is appointed to a twelve (12) month secretarial or clerical position, the calculation to determine "years" shall occur by adding all full months she/he has worked since her/his original appointment to the ten (10) month secretarial or clerical position and converting the total to years, with 12 credited months equaling one (1) year. If an employee has worked as a ten month secretarial or clerical employee but in less than a full-time capacity, her/his credited secretarial/clerical service time towards vacation entitlement shall be proportionate to the time worked compared with a full-time employee.

Vacation shall be credited on July 1 each year. The employee must have completed the required number of full years before moving to the next entitlement level. For example, in order to move to 13 vacation days on July 1, 1997, the employee must have completed 10 years before July 1, 1997. New employees hired during the course of the year shall be credited with one day of vacation for every two months worked prior to July 1. For the purposes of the immediately preceding sentence, a secretary or clerk who has been in a ten (10) month secretarial or clerical position who is appointed to a twelve (12) month secretarial or clerical position is not a "new employee".

- B. Secretarial employees will work the school calendar plus those days that professional staff are conducting conferences.
- C. Beginning the day after the school year closes for summer vacation and ending the day teachers report for the new school year, work hours are from 8 A.M.-2:00 P.M.
- D. The following shall be paid holidays for custodians, maintenance employees, and bus mechanic:
 - July 4th
 - Labor Day
 - Columbus Day*
 - Veteran's Day*
 - Thanksgiving Day
 - The Day After Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Years' Day
 - Martin Luther King's Birthday
 - President's Day*
 - Good Friday*
 - Memorial Day

* If this day is a scheduled day for students or teachers, then the employee will work on this day and will be given another day off.

If an employee works on one of the days not noted by an asterisk, he/she shall be paid at double time for such work.

ARTICLE 13
EXTENDED LEAVES OF ABSENCE

A. Any regular employee who may enlist or be conscripted into the Armed Services of the United States, during a declared military emergency, for service or training, shall be granted a military leave. If one leaves the Armed Forces, at the first possible opportunity after the military emergency has been canceled or after the cessation of hostilities, one shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary policy, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not be later than ninety (90) days from the date of said release or discharge.

B. Child-Rearing Leave

1. Application for child-rearing leave shall be made if at all possible at least three (3) months prior to the anticipated birth of the child. Application shall be on forms provided by the Board.
2. Child-rearing leave shall be granted to employees for an amount of time up to and including the balance of the school year during which the child is born. The employee may apply for an additional year of child-rearing leave. The employee shall indicate in writing the amount of time desired for the leave in accordance with B. 1. before the April 1 preceding the additional full year.
3. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 2., and such leave shall commence by the date on which the employee obtains custody of the child. Notice shall be given to the Board at least sixty (60) days prior to the anticipated date of custody if possible, or as soon as the date is known.
4. Returns from said leaves shall occur if the employee on leave has given the Board written notice of an intention to return at least forty-five (45) days before that date.
5. Extensions of child-rearing leave may be granted by the Board under Article 11, G.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. See Article 11, G.

D. Benefits

All accumulated benefits to which an employee is entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.

ARTICLE 14
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

1. Purpose

In our rapidly changing society, teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

2. Pay and Expenses for Required Training

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars conferences, and/or in-service training sessions which a teacher is directed to attend by an Administrator. The teacher shall be compensated for all time spent in actual attendance at the required session(s) that occur beyond the regular work day or work year.

3. The Board shall agree to pay up to a maximum per tenured employee payment for tuition costs for graduate courses taken in the field of education at an accredited college or university provided the terms of a. through d. below are met. The annual maximum per teacher shall be the cost of six (6) credits at Rowan College or the relevant amount listed below, whichever is higher in that year:

\$1,500

There shall be a unit-wide cap of \$25,000 per year under 3.

- a. A minimum grade of B is awarded at the end of the course or Pass if only a Pass/Fail is offered. The teacher must select a grade approach if available.
- b. A transcript of the teacher's grade is presented to the Board at the completion of the course.
- c. A copy of the bill from the college or university is presented to the Board prior to May 31st.
- d. Prior to beginning a course, a teacher must receive a written acknowledgment from the Superintendent that, in his/her judgment, the course meets the terms of 3. above and is, therefore, eligible for reimbursement. His/her decision will be returned to the teacher within five (5) business days of submission by the teacher.

B. Secretaries, Instructional Aides, and all other employees recognized by the bargaining unit, except teachers.

1. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions which a secretary instructional aide or any other employee recognized by the bargaining unit, ["employees"] except teachers, is requested by the Administration to take. Such employees shall also be compensated for all time spent in actual attendance at said sessions beyond his/her regular working day and year.
2. The Board agrees to reimburse said employees for credits or for courses approved by the Superintendent. All requests for such courses shall be submitted prior to enrollment to the Superintendent for approval. The Board will reimburse said individual employee up to \$800.00 in each year of the Agreement.
3. There shall be a unit wide cap of \$25,000.00 per year which applies to all employees under Article 14A and Article 14B.2. Such \$25,000.00 unit-wide cap does not apply to costs incurred by the Board under Article 14 B.1.
4. The said reimbursement will be made in the budget year in which the voucher is presented to the Board. In order to receive reimbursement the following applies: 1) an employee must achieve a grade of "B" or better if the course is letter graded 2.) an employee must receive a "Pass" if the course is graded "Pass/Fail," or 3.) an employee must receive indication of proficiency for a course which is not letter-graded or graded by "Pass/Fail."

5. A transcript or any other official document noting the name of the course taken, the institution or agency providing the transcript or official document, and the course's date of completion, must be presented to the Board at the completion of the course, and a copy of the bill is to be presented to the Board prior to May 31st.

C. Non-instructional Aides

It is the intention of the parties that non-instructional aides shall be offered the appropriate training prior to commencement of their duties. The District will make a determination of the means, methods, and timing of training of non-instructional aides.

ARTICLE 15
INSURANCE COVERAGE

- A.
 1. The Board shall provide individual, and where applicable, family health-care coverage to include basic hospitalization, medical-surgical coverage, and major-medical coverage. Such coverage shall be equal or better than the current plan. There shall be a mandatory, non-binding second surgical opinion. The carrier shall pay for the second opinion.
 2. Effective with the date of ratification of the 1998-2001 Agreement, the Amerihealth PC5 plan shall be the fully-paid plan for all employees first hired on or after that date. These new employees may also choose enrollment in any other available plan. If the selected plan's premium for the relevant enrollment level is equal to or less than the premium cost for the PC5 program, the employee shall have no contribution to the plan. If the selected plan's premium exceeds the premium for the PC5 plan, the employee shall pay the difference in premiums. Any employee premium payment will be by payroll deduction spread in equal installments over the work year.
 3. It is agreed that in the case of new employees, such insurance protection shall be provided as soon as possible consistent with the insurance carrier's enrollment procedures. Such premium payments shall be for the full 12-month period of the coverage year and shall continue every year thereafter.
- B.
 1. The Board shall provide to each employee who meets the eligibility criteria set forth in D. below, a prescription plan providing coverage for the single employee, employee and dependent, parent-child, or family at \$6 (name brand), \$3 (generic), \$0 (mail order). The co-pay shall be \$10 (name brand), \$5 (generic), \$0 (mail order).

2. The maximum Board contribution for each employee in 2007-2008, 2008-2009, and 2009-2010 shall not exceed:

FOR 2007-2010

School Year	Single	Employee & Spouse	Parent & Child	Family
2007-2008	\$1,092.00	\$1,826.00	\$1,394.00	\$2,398.00
2008-2009	\$1,092.00	\$1,826.00	\$1,394.00	\$2,398.00
2009-2010	\$1,092.00	\$1,826.00	\$1,394.00	\$2,398.00

- C. 1. All employees who meet the eligibility criteria set forth in D. below shall be eligible to receive dental insurance under the "Horizon Blue Cross/Blue Shield of New Jersey" Plan.
2. The annual maximum Board contribution per enrolled employee in each year of the Agreement shall not exceed \$572 for single coverage; \$1,068 for parent/child coverage; \$763 for husband/wife coverage; and, \$1068 for family coverage.
- D. 1. The eligibility requirement for teachers and secretaries for any coverage under A., B. and C. shall be 25 hours per week. All teachers and secretaries who were on staff before that date and who, before that date, worked between 20 and 25 hours are grandfathered at 20 hours.
2. The eligibility requirement for bus drivers, instructional aides, custodians, maintenance, bus mechanic, PC network specialist(s), non-instructional aides, and bus aides for any coverage under A., B. and C. shall be 30 hours per week. All bus drivers, instructional aides, custodians, maintenance, bus mechanic, PC network specialist(s), non-instructional aides and bus aides who were on staff before the ratification of the 1996-1998 Agreement and who, before that date, worked between 20 and 25 hours are grandfathered at 20 hours. All bus drivers, instructional aides, custodians, maintenance, bus mechanic, PC network specialist(s), non-instructional aides, and bus aides who were hired after the ratification of the 1996-1998 Agreement but before the 1998-2001 Agreement and who, before that date, worked between 25 and 30 hours are grandfathered at 25 hours. In addition, bus drivers on staff as of July 30, 1996 who worked less than 20 hours per week before July 1, 1996, will be covered by insurance if they reach 20 hours. If there is a voluntary break in service, the grandfathering in the prior three sentences ends for that employee if he/she is re-hired.

E. Married spouses who are both employed by the Board shall receive only one family coverage under each provision above (A., B. and C.). Spouses employed by the Board prior to date of ratification of the 2001-2004 Agreement are not affected by the foregoing sentence.

G. Voluntary Health Incentive Waiver Plan

1. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or husband/wife coverage under Article 15, A. or any enrollment level under B. or C. above. This plan shall be in effect for each type of insurance as long as the carrier permits such a plan.
2. An employee may waive insurance under one or more insurances under A., B. or C. above.
3. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage and to employees who are eligible to receive prescription or dental insurance. Said form will contain a final return date.
4. Employees who voluntarily elect to waive coverage shall be entitled to receive 35% of the maximum Board contribution to the premium for the waived insurance.
5. Payment of the monies in 4. above shall be made by separate check before July 31 after the conclusion of the waived year.
6. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
7. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage under Article 15, A.
8. An employee who waives coverage may re-enroll for the next year during the open enrollment period. The employee may re-enroll immediately in health/hospitalization coverage (Article 15, A.) if a "life changing" event, as defined by the carrier's enrollment rules, occurs. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
9. In order to protect all employees from Federal taxation of existing benefits when this plan is in effect, the District will comply with all Federal paperwork (Section 125).

ARTICLE 16
BUS DRIVERS - MISCELLANEOUS ITEMS

A. Route Bidding

1. Bidding will occur once per year in the month of August.
2. Drivers will have ten (10) days beginning from the first work day in August to review routes prior to entering their bids.
3. Bids will be finalized at a meeting to occur after the ten (10) day route review, on a date designated by the administration.
4. If a route becomes available during the school year, a current driver may be assigned by the administration with the consent of the driver.
5. Seniority is determined by computing the total months (parts of a month equals a full month) that an employee has been employed by the Board. A break in service which is not covered by Article 10, 11 or 12 nullifies seniority gained prior to the break in service.

B. Time Assessments

1. A normal working day for a regularly employed driver shall be assessed as a minimum of four hours. Driver time assessment shall begin and end at the Dennis Township Elementary School. Assessment shall include time each day for routine maintenance and cleaning of the bus. Any driver with more than a single run shall be considered a four (4) hour employee. Any driver hired to drive a new single run may, at the Board's option, be exempted from the four (4) hour time assessment. Any run extending beyond four (4) hours will be compensated accordingly.
2. If a question arises related to the time assessment for a particular run, an administrator or coordinator will check and verify the claim in order. If the claim is filed before October 31 in a school year the verification shall occur by October 31 or within 30 days of when the claim was filed, whichever is later. If a claim is filed on or after November 1, the verification shall take place within 30 days. The administrator or coordinator shall conduct the time assessment in the presence of a representative of the Association and shall provide the employee and the representative with a copy of the written assessment. Payment will be made in a timely manner.

C. Personal Days

Drivers will fill out the same form as teachers for personal days and file a copy of the form with either or both the Chief School Administrator and Transportation Coordinator.

- D. 1. Assignment to summer bus runs shall first be assigned based upon seniority among those volunteering for such work. If insufficient volunteers are available, assignment to work shall be made among all bus drivers on a reverse seniority basis (least senior non-volunteering driver first; most senior last if needed.)
- 2. Summer bus drivers shall be paid their regular hourly rate for each hour worked.
- E. Medical and other tests for bus drivers which are mandated by the State or by the Board of Education shall be paid by the Board of Education. Retests that result from no fault of the employee shall be covered by this provision. Additionally, the time spent in retesting shall be compensated at the employee's hourly rate. Excluded from this provision shall be driver's license testing and initial fingerprint testing.
- F. In assigning new two hour runs, priority shall be given to current two hour run drivers to bring them to four hours if such assignment does not conflict with their original two hour run assignment. In no event shall this section be read to require assignment of additional runs to any driver which would have the effect of creating an employee eligibility for health insurance coverage under Article 15, D. Any substitute bus driver who is offered a full-time position and who declines to accept that position shall move to the bottom of the current hiring list.

ARTICLE 17
BUS DRIVERS RECALL/SEVERANCE

Bus drivers who are laid off shall have the option of choosing between A. and B. Choice of one shall exclude claims to the other option. Choice is to be made within sixty (60) days from the signing of this Agreement or the date of written notification of layoff, whichever is applicable.

- A. Bus drivers shall receive payment for one-half (1/2) of their sick leave unused as of the date of layoff at a rate of pay equal to that which they received in their final year of service. Payment shall be made to the employee or his or her estate in two equal installments over two years. Payment will be made during the regular payment of the first pay during the month of September or January of the following calendar year, at the option of the individual employee.
- B. Upon being recalled to full employment bus drivers shall be given credit for all years previously employed by the Dennis Township School District and shall be

placed on the proper step in the salary guide and shall receive full credit for sick days unused as of the date on which the employee was laid off. An opportunity to fill in a vacancy in a regular driver position shall be offered to laid-off drivers on a seniority basis for no more than five (5) years.

ARTICLE 18
POSTING

If a new position is created or a permanent vacancy in an existing position occurs, the Administration shall post said position on the bulletin board in the front office and in the faculty lounge of both the elementary school and the primary school for at least ten (10) days prior to filling said position. Posting shall also cover summer school positions. A copy of each posting shall be sent to the President of the Association. All employees shall have a right to apply for a posted position.

ARTICLE 19
MENTORING

- A. Mentoring positions shall be posted according to the provisions of Article 18.
 - 1. The Board does not desire to involuntarily assign a mentoring responsibility and will not, without good reason, assign a teacher more than one mentoring responsibility per year.
 - 2. The Board does not desire to assign more than one mentee per mentor.
- B. The mentoring stipend is pensionable if allowed by TPAF.
- C. These shall be the Board-paid annual stipends per mentored teacher: \$1,000 for alternate route teachers; \$800 for first year provisionally certified teachers; and \$500 for second year provisionally certified teachers. The Board reserves the right to determine if the mentoring program shall extend to a teacher's second year.

ARTICLE 20
AGENCY FEE

The Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms.

A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

If no agreement for representation fees in lieu of dues by payroll deduction is reached during negotiations between the majority representative and the public employer, the majority representative may petition the Public Employment Relations Commission ("PERC") to conduct an investigation, and if PERC determines that a majority of the negotiations unit employees are voluntary dues paying members of the majority representative and that the majority representative maintains a demand and return system as required by N.J.S.A. 34:13A-5.5(c) and 5.6, PERC shall order the representation fee in lieu of dues from the wages or salaries of the negotiations unit employees who are not members of the majority representative.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the NJEA shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February and ending with the last paycheck in June. (Please note: The representation fee deducted shall be retroactive to September 1st).

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(a) Clarification: If dues for membership are paid by automatic payroll deduction, fees paid by payers shall be paid in the same manner. Cash payment is only permitted if members also pay by cash.

(b) Dues deducted are submitted by NJEA, as are representative fees, not to the local association.

5. Changes

The association will notify the Board in writing of any changes in the list provided for in Paragraph C.1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, social security numbers, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with the provision.

ARTICLE 21
MISCELLANEOUS PROVISIONS

- A. 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 unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, social economic status, ancestry, marital status, or age.
- B. The Board of Education has the responsibility to provide a safe and healthy workplace for all employees. Employees shall not be required to work in unsafe or hazardous working conditions or be required to perform tasks that could endanger their health or well-being. The Board shall be bound by all applicable local, state, and federal statutes and regulations, and occupational health and safety standards shall be used in determining the presence of health hazards and unsafe conditions in the workplace.
- C. Copies of this Agreement shall be duplicated or professionally printed within thirty (30) days after ratification by both parties at a cost shared equally by the Association and the Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, and signed by their respective presidents and attested by their secretaries on the _____ of _____ 2007.

**DENNIS TOWNSHIP
EDUCATION ASSOCIATION**

**DENNIS TOWNSHIP
BOARD OF EDUCATION**

President

President

Secretary

Secretary

SCHEDULE A-1
2007-2008 SALARY GUIDE- TEACHERS

2007-2008 STEP	BA	BA+15	MA	MA+15	DOC
1	41,881.00	42,581.00	43,281.00	43,881.00	44,481.00
2	42,381.00	43,081.00	43,781.00	44,381.00	44,981.00
3	43,181.00	43,881.00	44,581.00	45,181.00	45,781.00
4	43,981.00	44,681.00	45,381.00	45,981.00	46,581.00
5	44,481.00	45,181.00	45,881.00	46,481.00	47,081.00
6	44,981.00	45,681.00	46,381.00	46,981.00	47,581.00
7	45,481.00	46,181.00	46,881.00	47,481.00	48,081.00
8	45,981.00	46,681.00	47,381.00	47,981.00	48,581.00
9	46,981.00	47,681.00	48,381.00	48,981.00	49,581.00
10	48,481.00	49,181.00	49,881.00	50,481.00	51,081.00
11	50,481.00	51,181.00	51,881.00	52,481.00	53,081.00
12	53,731.00	54,431.00	55,131.00	55,731.00	56,331.00
13	57,763.00	58,463.00	59,163.00	59,763.00	60,363.00
14	62,687.00	63,387.00	64,087.00	64,687.00	65,287.00
15	64,767.00	65,467.00	66,167.00	66,767.00	67,367.00

SCHEDULE A-2
2008-2009 SALARY GUIDE- TEACHERS

2008-2009 STEP	BA	BA+15	MA	MA+15	DOC
1	42,381.00	43,081.00	43,781.00	44,381.00	44,981.00
2	42,881.00	43,581.00	44,281.00	44,881.00	45,481.00
3	43,681.00	44,381.00	45,081.00	45,681.00	46,281.00
4	44,581.00	45,281.00	45,981.00	46,581.00	47,181.00
5	45,581.00	46,281.00	46,981.00	47,581.00	48,181.00
6	46,581.00	47,281.00	47,981.00	48,581.00	49,181.00
7	47,581.00	48,281.00	48,981.00	49,581.00	50,181.00
8	48,581.00	49,281.00	49,981.00	50,581.00	51,181.00
9	49,581.00	50,281.00	50,981.00	51,581.00	52,181.00
10	50,781.00	51,481.00	52,181.00	52,781.00	53,381.00
11	52,081.00	52,781.00	53,481.00	54,081.00	54,681.00
12	54,663.00	55,363.00	56,063.00	56,663.00	57,263.00
13	57,763.00	58,463.00	59,163.00	59,763.00	60,363.00
14	62,687.00	63,387.00	64,087.00	64,687.00	65,287.00
15	64,767.00	65,467.00	66,167.00	66,767.00	67,367.00
16	67,087.00	67,787.00	68,487.00	69,087.00	69,687.00

SCHEDULE A-3
2009-20010 SALARY GUIDE- TEACHERS

2009-20010 STEP	BA	BA+15	MA	MA+15	DOC
1	42,381.00	43,081.00	43,781.00	44,381.00	44,981.00
2	42,881.00	43,581.00	44,281.00	44,881.00	45,481.00
3	43,681.00	44,381.00	45,081.00	45,681.00	46,281.00
4	44,581.00	45,281.00	45,981.00	46,581.00	47,181.00
5	45,581.00	46,281.00	46,981.00	47,581.00	48,181.00
6	46,681.00	47,381.00	48,081.00	48,681.00	49,281.00
7	47,781.00	48,481.00	49,181.00	49,781.00	50,381.00
8	48,881.00	49,581.00	50,281.00	50,881.00	51,481.00
9	50,181.00	50,881.00	51,581.00	52,181.00	52,781.00
10	51,581.00	52,281.00	52,981.00	53,581.00	54,181.00
11	53,281.00	53,981.00	54,681.00	55,281.00	55,881.00
12	55,363.00	56,063.00	56,763.00	57,363.00	57,963.00
13	58,963.00	59,663.00	60,363.00	60,963.00	61,563.00
14	62,687.00	63,387.00	64,087.00	64,687.00	65,287.00
15	65,187.00	65,887.00	66,587.00	67,187.00	67,787.00
16	67,687.00	68,387.00	69,087.00	69,687.00	70,287.00
17	70,127.00	70,827.00	71,527.00	72,127.00	72,727.00

TEACHER SALARY OFF GUIDE

- 16 Upon the first day of your 16th year the teacher will be placed on Step A.
- 19 Upon the first day of your 20th year the teacher will be placed on Step B.
- 23 Upon the first day of your 24th year the teacher will be placed on Step C.

Step	
A	Base salary + \$1,100.00
B	Base salary + \$1,600.00
C	Base salary + 2,100.00

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SCHEDULE B
INSTRUCTIONAL AIDES' HOURLY RATES

2007-2010

YEARS OF CREDITED EXPER.	STEP	2007-2010
0	1	14.85
1	2	15.56
2	3	16.29
3	4	17.07
4	5	17.88
5	6	18.88
6	7	19.78
7	8	20.72
8	9	21.70
9	10	22.73
10	11	23.81
+10	12	24.95
+10	13	26.13
+10	14	27.37
+10	15	28.67

Movement on this guide is read horizontally for an employee.

LONGEVITY

Longevity for any employee on Schedules B-1:

On the July 1 following the 15th anniversary of continuous service to the school district, an employee shall receive an additional \$280 over the applicable guide step.

**SCHEDULE C-1, SCHEDULE C-2 and SCHEDULE C-3
BUS DRIVERS' HOURLY RATES**

YEARS OF CREDITED EXPER. 6/30/2006	STEP 2006-2007	(Current) 2006-2007	YEARS OF CREDITED EXPER. 6/30/2007	STEP 2007-2008	2007-2008	YEARS OF CREDITED EXPER. 6/30/2008	STEP 2008-2009	2008-2009	YEARS OF CREDITED EXPER. 6/30/2009	STEP 2009-2010	2009-2010
0	1	16.44	0	1	16.44	0	1	16.44	0	1	16.44
1	2	16.44	1	2	17.43	1	2	17.43	1	2	17.43
2	3	16.44	2	3	17.43	2	3	18.47	2	3	18.47
3	4	17.01	3	4	17.43	3	4	18.47	3	4	19.58
4	5	17.01	4	5	18.03	4	5	18.47	4	5	19.58
5	6	17.01	5	6	18.03	5	6	19.11	5	6	19.58
6	7	17.01	6	7	18.03	6	7	19.11	6	7	20.26
7	8	17.24	7	8	18.03	7	8	19.11	7	8	20.26
8	9	17.24	8	9	18.27	8	9	19.11	8	9	20.26
9	10	17.24	9	10	18.27	9	10	19.37	9	10	20.26
10	11	17.24	10	11	18.27	10	11	19.37	10	11	20.53
+10	12	17.24	+10	12	18.27	+10	12	19.37	+10	12	20.53
+10	13	17.24	+10	13	18.27	+10	13	19.37	+10	13	20.53
+10	14	17.24	+10	14	18.27	+10	14	19.37	+10	14	20.53

Movement on this guide is read horizontally for an employee.

LONGEVITY

Longevity for any employee on Schedules C-1, C-2 or C-3: On the July 1 following the 15th anniversary of continuous service to the school district, an employee shall receive an additional \$300 over the applicable guide step. On the July 1 following the 19th anniversary of continuous service to the school district, an employee shall receive an additional \$350 over the applicable guide step. On the July 1 following the 23rd anniversary of continuous service to the school district, an employee shall receive an additional \$500 over the applicable guide step. (These amounts are not cumulative.)

SCHEDULE C-4
BUS AIDES' HOURLY RATES

STEP	2007-2010
1	9.65
2	10.50
3	11.00
4	11.52
5	12.07
6	12.64
7	13.24
8	13.87
9	14.53
10	15.22

SCHEDULE D
SECRETARIAL SALARIES

2007-2010

STEP	2007-2010
1	28,000.00
2	29,120.00
3	30,723.00
4	32,105.54
5	33,550.00
6	34,540.00
7	35,530.00
8	37,128.85
9	38,799.65
10	41,712.22
11	43,589.27
12	45,550.79
13	47,600.57
14	49,742.60
15	51,981.01

The salaries shown above are those for the incumbent in the position as of the date of ratification of the 2007-20010 Agreement.

LONGEVITY

Longevity for any employee on Schedule D:

On the July 1st following the 10th anniversary of continuous service to the school district, an employee shall receive an additional \$400 over the applicable salary. On the July 1st following the 15th anniversary of continuous service to the school district, an employee shall receive an additional \$800 over the applicable salary. On the July 1st following the 20th anniversary of continuous service to the school district, an employee shall receive an additional \$1,000 over the applicable salary. These amounts are not cumulative.

SCHEDULE E
NON-INSTRUCTIONAL AIDES' SALARIES

2007-2010

STEP	2007-2010
1	9.65
2	10.50
3	11.00
4	11.52
5	12.07
6	12.64
7	13.24
8	13.87
9	14.53
10	15.22

SCHEDULE F-1
CUSTODIAN SALARIES

2007-2010

STEP	
1	23,000.00
2	24,035.00
3	25,177.19
4	26,310.16
5	27,494.12
6	28,731.36
7	30,024.27
8	31,375.36
9	32,787.25
10	34,262.67
11	35,804.50
12	37,415.70
13	39,099.41
14	40,858.88
15	42,697.53

SCHEDULE F-2
CUSTODIAN SALARIES

2007-2010

STEP	
1	25,000.00
2	26,125.00
3	27,300.63
4	28,529.15
5	29,812.97
6	31,154.55
7	32,556.50
8	34,021.55
9	35,552.52
10	37,152.38
11	38,824.24
12	40,571.33
13	42,397.04
14	44,304.90
15	46,298.62

SCHEDULE G-1
MAINTENANCE SALARIES

2007-2010

STEP	
1	26,000.00
2	27,170.00
3	28,392.65
4	29,670.32
5	31,005.48
6	32,400.73
7	33,858.76
8	35,382.41
9	36,974.62
10	38,638.47
11	40,377.20
12	42,194.18
13	44,092.92
14	46,077.10
15	48,150.57

SCHEDULE G-2
MAINTENANCE SALARIES

2007-2010

STEP	
1	29,000.00
2	30,377.50
3	31,744.50
4	33,172.99
5	34,665.77
6	36,225.73
7	37,855.89
8	39,559.41
9	41,339.58
10	43,199.86
11	45,143.85
12	47,175.33
13	49,298.22
14	51,516.64
15	53,834.88

**Agreement Between
Dennis Township Board Of Education
And
Dennis Township Education Association
(July 1, 2007 – June 30, 2010)**

CHAPERONES	2007-2010
Immediately After School (per hour) ¹	30.78
Per Activity in the Evening ¹	39.96
Saturday 1/2 day activities	63.39
Saturday full day activities	126.80

Note: Saturday Chaperone costs will be capped at \$1,000 per year. Chaperone stipends are not available to teachers working the eighth grade end of year trip. The following position shall be posted according to Article 8.3.

JOB RELATED STIPENDS	2007-2010
Teacher of handicapped ²	427.00
Bus Duty (Article 7C1)	270.00
Mentor, Alternate Route Teachers	1,000.00
Mentor, First Year Provisional Teacher	800.00
Mentor, Second Year Provisional Teacher	500.00
Fueling Stipend for Two Hour Runs or Less	200.00
Fueling Stipend for All Runs Over Two Hours	425.00
Custodians, Maintenance, and Bus Mechanic – Employees who hold:	
NJ CDL	267.00
Black Seal	267.00
Electricians or Carpenters License	267.00

¹ The payment will be made if the teacher is requested to attend. (Payment to be included in the following paycheck). There shall be no additional compensation for mileage.

² Effective July 1, 1988, any teacher who is newly appointed to this position shall not receive this stipend.

OTHER STIPENDS	2007-2010
Director of Athletic Activities (full year)	1,602.00
Curriculum Committee (full year)	656.00
Eighth grade Advisor(s) ³	1,602.00
Detention Study Hall Monitor (per hour)	23.49
Advisor to the Family Math Club ⁴	608.00
Advisor to the Family Science Club ⁵	878.00
Game worker, scorekeeper, clock person, site manager or security person or who is assigned to act in any combination of such capacities at school events outside regular teaching day (per hour) ⁶	30.89
Homework Club Advisor (per hour)	23.49
Junior National Honor Society Advisor	250.00
Home Tutoring ⁷ (per hour)	32.42
Substitute Caller (full year)	2,962.00

³ If two (2) advisors apply and agree to share the duties, each will be paid half of the stipend amount.

⁴ (Four Sessions)

⁵ (Five Sessions)

⁶ This applies to any unit member who is assigned by the Board.

⁷ Any tutoring position shall be posted in the faculty lounge for at least two days prior to the filling of that position. The DTEA members will have the right to apply for that position. Teachers employed in the District shall have priority over other applicants from outside the District. The tutor's travel between the school and the site of the tutoring shall be compensated for by reimbursing the teacher at the IRS rate for mileage from school to the student's home and back to the school each day of the student's lesson.

EXTRACURRICULAR ACTIVITIES STIPENDS	2007-2008	2008-2009	2009-2010
Coaches per sport ⁸	1,553.00	1,577.00	1,602.00
Asst. Coaches per sport	1,053.00	1,077.00	1,102.00
Advisor to the Environmental Club (*)	938.00	1,269.00	1,602.00
Yearbook Advisor ⁹ (**)	1,553.00	1,577.00	1,602.00
Student Government Advisors (**)	1,116.00	1,359.00	1,602.00
Advisor to the Stage Band	1,156.00	1,378.00	1,602.00
Advisor to the Cabinet Club (*)	1,254.00	1,428.00	1,602.00
Chorus Advisor	1,156.00	1,378.00	1,602.00

(*) If this club is run as a half year activity, the stipend will be 50% of that listed.

(**) If two advisors apply and agree to share duties, each will be paid half the stipend amount

⁸ There shall be no additional stipend in the event that an assistant coach is not appointed.

⁹ If two (2) advisors, each receives the stipends listed. If only one advisor is appointed, he/she shall receive the applicable stipend rate per year times two (2).

GRIEVANCE FORM 2007-2010

Name of Grievant _____

Date that the Grievance Occurred _____

Date of Grievance Filing _____

STATEMENT OF GRIEVANCE

State the specific provision of the contract or the specific Board policy which you are alleging has been violated:

State the remedy that you wish to receive: