

AGREEMENT

between

THE BOARD OF EDUCATION

and

THE DENVILLE EDUCATION ASSOCIATION

DENVILLE TOWNSHIP

MORRIS COUNTY, NEW JERSEY

Effective

July 1, 2020

Through

June 30, 2023

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PREAMBLE

This Agreement entered into this the _____th day of _____ 2020 by and between the Board of Education of the Township of Denville in the County of Morris, New Jersey, hereinafter called the "Board", and the Denville Education Association of the Township of Denville, County of Morris, New Jersey, hereinafter called the "Association."

**PART A
GENERAL**

PART A - GENERAL

ARTICLE 1

NEGOTIATION OF A SUCCESSOR AGREEMENT

1.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 and such amendments to said laws as may be enacted. The parties agree that the Board shall provide the Association with a scattergram representing placement within the guide for all teaching staff members as of December 31 of the final year of the contract. The parties shall make a good faith effort to begin negotiations by December 31 of the final year of the contract.

ARTICLE 2

RECOGNITION

2.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated and non-certificated personnel paid on a salaried basis and included on the salary guides attached herein.

Excluded from the above-unit are the administration, to mean, Principals, Superintendent of Schools, Assistant Principals, Director of Curriculum, Director of Instruction, Business Administrator, Director of Special Services, Manager of Technology, any other administrator who is responsible for evaluations and observations, the administrative assistant to the Superintendent, administrative assistant to the business administrator, manager of technology, transportation coordinator, maintenance specialist, accounts payable bookkeeper, and payroll bookkeeper.

2.2 Unless otherwise indicated, the term "teaching staff member" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.

2.3 References to male gender shall include female gender.

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ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

3.1 The Association shall be permitted the use of school mail facilities and mailboxes for Association business, at appropriate times, with the knowledge of the building administrator, provided it does not interfere with the regular operation of the schools.

3.2 The Association shall be permitted the use of school facilities at appropriate times, provided that this shall not interfere with normal school operations and upon notification and approval of the building administrator.

3.3 Whenever any member of the Executive Committee or its designees are required to be absent from school in order to participate in any Association legal proceedings in which they are a direct party litigant or subpoenaed, said employee shall suffer no loss of pay, nor shall that employee be required to use "personal leave" for such purposes.

3.4 The Association President shall be granted a total of four (4) days per year for Association business. The days may be taken in half-day increments. In the event of an emergency, the Association President may request more time to be approved by the Superintendent of Schools. Such request shall not be unreasonably withheld. In the event there is more than one (1) Association President, the four (4) days can be divided how they deem appropriate.

ARTICLE 4

REPRESENTATION FEE

4.1 If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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 to offset the costs of service rendered by the Association as majority representative.

4.2 Upon receipt of written authorization from the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. The representation

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fee to be paid by non-members will be no more than eighty-five (85%) of that amount.

4.3 The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will commence thirty (30) days after the employee begins his/her employment in a position represented by the Association. The Board agrees to promptly transmit the amount so deducted to the Association.

4.4 If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

4.5 Except as otherwise provided in this Article, 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.

4.6 The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(2)(c) and (3) (L.1979, c.477), and the membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions. The Association shall provide evidence of the existence of this system to the Board and to all non-Association members before any deductions are made.

4.7 The Association will notify the Board in writing of any changes in the list provided for in Paragraph 4.1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4.8 The Association shall indemnify and save the Board harmless from any claims or expenses raised against it pursuant to the Board fulfilling its contractual obligations in accordance with the terms of this Article.

4.9 The Association agrees that any moneys collected under provisions for Agency Fee shall be held in a special account by

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the Board until such time as legal questions currently under consideration are decided.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

5 The Board reserves to itself sole jurisdiction and authority, except as limited by the terms and conditions of this agreement; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against employees for just cause; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to efficiently direct school and district operations; (e) to direct the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to accomplish the mission of the school district.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 An Association member shall have the right to appeal the application of terms and conditions of employment which are in violation of the contract and administrative decisions involving the terms and conditions of employment. With respect to his/her personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal from presenting his/her appeal. He/she shall have the right to present his own appeal or designate a representative of the Denville Education Association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal.

6.2 A. Any employee who has a grievance shall discuss it first with his/her principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level. Such discussions must take place within thirty (30) calendar days of alleged occurrence.

6.3 B. The principal shall informally respond to the employee within seven (7) calendar days of the discussion. If the matter is not resolved to the satisfaction of the employee, he/she shall set forth his/her complaint in writing to the principal (or immediate supervisor or department head, if applicable) within seven (7) calendar days. Any written grievance must be submitted on the grievance form attached hereto as Exhibit E. The principal (or immediate supervisor or department head, if applicable) shall

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communicate his/her decision to the employee in writing within seven (7) calendar days of receipt of the written complaint.

6.4 C. The employee may appeal the principal's (or immediate supervisor or department head, if applicable) decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The written appeal must be presented within twenty (20) calendar days of the completion of 6.2.B. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with employees or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal (or immediate supervisor or department head, if applicable).

6.5 D. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing within twenty (20) calendar days of the completion of 6.2.C. through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

6.6 E. 1) If the aggrieved person is not satisfied with the disposition of his/her grievance by the Board of Education or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he/she may, within five (5) school days after a decision by the Board or thirty-one (31) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to the Public Employee Relations Commission (P.E.R.C.). If the Association determines that the grievance is meritorious, it may submit the grievance to P.E.R.C. within thirty (30) school days after receipt of a request by the aggrieved person.

2) Within ten (10) calendar days after such written notice of submission to P.E.R.C., the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of

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P.E.R.C.

3) The arbitrator's decision shall be in writing and shall be submitted to the Board and Association and shall be final and binding on the parties.

4) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest either with the arbitrator regarding matters of procedural arbitrability or the courts regarding matters of substantive arbitrability.

5) 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 same.

6) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

F. If any period specified in the terms of school days should occur at the end of the school year, the period will extend into the following school year for any unexpired school days in that step of the grievance procedure. In the event that calendar days include holidays or other events that interrupt the school year, the grievance shall be put on hold and the grievance process shall resume when school is in session.

ARTICLE 7

SICK LEAVE

7.1 Sick days are to be used only in the case of personal illness or disability of the employee. Sick leave for teaching staff members is to be granted as per N.J.S.A. 18A:30-2. Sick leave for teaching staff members shall be 10 school days with pay in any full school year (Sick days for teaching staff members hired after September will be pro-rated), commencing with the first day of employment.

All non-certificated employees shall be entitled to an annual sick day allowance as follows:

10 Month employees - 10 days

12 Month employees - 12 days

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Sick leave shall be pro-rated for non-teaching staff employees hired after July 1 or after the start of the school year. Unused sick leave is accumulative without limit.

7.2 Certificated employees on sick leave through a school holiday will be paid for that holiday whether or not they possess sick leave to cover the days preceding or following that holiday.

7.3 When absence due to illness exceeds the annual sick leave and the accumulated sick leave for teaching staff members, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such a length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

When a non-certificated employee is on sick leave beyond his/her allotted number of days with pay, the deductions from his/her pay will be in the amount of 1/200th (10-month employees) and 1/240th (12 month employees) of his/her annual salary per day.

ARTICLE 8

PERSONAL LEAVES OF ABSENCE

8.1 Personal days shall be granted to attend to matters of emergency personal business which cannot be attended to outside the working day. Personal days may also be used in case of family illness. Employees are expected to request advance permission from their supervisor.

Employees shall be granted up to four (4) personal days per year with pay when requested in writing. If more than two (2) consecutive personal days are requested, the employee must provide a valid reason.

8.2 The Board of Education may, at its discretion, authorize leave in excess of these days for good cause.

8.3 Misuse of personal business leave may be grounds for disciplinary action. Personal business leave may be taken on the day before or after a school holiday or vacation only with reason given and upon the approval of the Superintendent or his/her designee. The Superintendent's decision shall be final and binding and not subject to the grievance or arbitration procedures

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contained in Article 6 of this Agreement.

8.4 For teaching staff members, unused personal days shall convert to sick days at the end of the school year and accumulate as provided in Article 7 or, in the alternative, teaching staff members may request to be compensated for unused personal days at the end of the school year, which compensation shall be equivalent to the current rate of pay for substitutes. Alternatively, unused personal days may accumulate and be used as family illness days. Personal days converted to family illness days may not be submitted for reimbursement at retirement.

8.5 For non-certificated employees, unused personal days will convert to sick leave or family illness days. Employee shall indicate option for unused personal days by the end of the contract year. Personal days converted to family illness days may not be submitted for reimbursement at retirement.

ARTICLE 9

BEREAVEMENT LEAVE

9 In the case of death in the immediate family during the school session, board employees shall be allowed five (5) school days leave of absence without deduction of pay. This leave is exclusive of sick allowance statutorily intended for personal illness only, pursuant to 18A:30-1 et.al.(Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents, grandchildren, of employee or spouse or a family member or partner living in the employee's household.) Immediate family includes step-relative.

In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, nephew, cousin or other in-law.

ARTICLE 10

JURY DUTY

10 Any employee who is called and reports to jury duty shall be paid by the Board of Education at his/her daily rate of pay, for every day the employee is required to be away from the job for the reason of serving on the said jury.

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GENERAL**

ARTICLE 11

PERSONNEL RECORDS

11.1 Records maintained in the personnel files of this district are not public records and are not open to inspection except as provided for in this Agreement. Personnel records may be inspected by the Board of Education and by school administrators to the extent that such inspection is required in the performance of the inspector's duties. An employee may inspect his or her personnel file provided that the employee reviews the record in the presence of the administrator designated to maintain the file; and makes no alteration or addition to the file nor removes any material from it.

11.2 No material derogatory to an employee's conduct, service, character or personality shall be entered into an employee's personnel file without the employee's knowledge of its inclusion. The employee shall indicate his or her knowledge by signing the same.

ARTICLE 12

TRAVEL EXPENSES

12 The validity of payments for job related travel expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if travel is among schools to which the employee is assigned. Use of a personal vehicle for approved school purpose is reimbursable to the employee at the rate established by the Office of Management and Budget. All employees who are reimbursed for job related travel must have copies of their driver's license and certificate of insurance on file in the business office.

ARTICLE 13

NONDISCRIMINATION

13 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 promotion, transfer or discipline of employees or in the

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application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE 14

SEPARABILITY

14 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 of applications shall continue in full force and effect.

ARTICLE 15

COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

15 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; provided, however, that nothing contained in this paragraph shall be interpreted to limit the Board's right to determine initial placement on the salary schedule pursuant to N.J.S.A. 18A:29-9.

ARTICLE 16

MODIFICATION AND AMENDMENT

16 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties. Copies of the Agreement will no longer be printed, but will be distributed electronically. The Association shall bear the responsibility of distributing the contract to all current unit members. The Board shall present the contract to all employees hired after the initial distribution.

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GENERAL**

ARTICLE 17

DISTRIBUTION OF THE AGREEMENT

17 When this Agreement is signed and copies are made, copies will be distributed electronically.

ARTICLE 18

DURATION OF AGREEMENT

18 This Agreement shall be effective July 1, 2020, and shall continue in effect until June 30, 2023.

PART B
ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

PART B
ARTICLES APPLICABLE TO CERTIFICATED STAFF
MEMBERS

ARTICLE 19

WORK YEAR

19 The work year for all teaching staff members shall be a maximum of 183 days, consisting of 180 days of school sessions as recognized by the State of New Jersey, one (1) day of orientation and two (2) staff development workdays per year. The staff development days shall be equal to a regular workday with a one (1) hour lunch and one (1) fifteen (15) minute break. There shall be no other District meetings scheduled on staff development days. The staff development workdays shall be scheduled by the Board in conjunction with the school calendar; however, these days shall not be scheduled during the winter, mid-winter or spring recesses.

ARTICLE 20

WORK DAY

20.1 The work day for teaching staff members in the elementary schools shall commence ten (10) minutes prior to the beginning of the official school day and end twelve (12) minutes after the official school closing time. During the official school day, the elementary teaching staff members shall work seven (7) hours and fifteen (15) minutes per day, with one preparation period and lunch equal to one full instructional period of at least forty (40) continuous minutes. Elementary teaching staff will be provided one common planning period per week of at least forty (40) minutes.

- a) Part time employees shall have their schedule defined prior to the start of the school year to include hours worked on delayed openings, minimum days, and early dismissals. The Board shall provide Association Members thirty (30) days' notice of any scheduling changes.

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ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

- b) All staff hired after July 1, 2020 must work a minimum of thirty (30) hours per week or the minimum allowed by state and/or federal law to be eligible for health benefits. All current staff are not affected by this change.
- c) K-5 teachers will be provided with a common planning time once per week of at least forty (40) continuous minutes when possible. If common planning time cannot be given due to scheduling conflicts a preparation period will be given in lieu of common planning time.

20.2 The work day for teaching staff members in the Valleyview Middle School shall commence ten (10) minutes prior to the beginning of the official school day and end twelve (12) minutes after the official school closing time. During the official school day, Valleyview middle school teaching staff members shall work seven (7) hours and fifteen (15) minutes per day with two (2) preparation periods and lunch equal to one full instructional period of at least forty (40) continuous minutes.

- a) Part time employees shall have their schedule defined prior to the start of the school year to include hours worked on delayed openings, minimum days, and early dismissals. The Board shall provide Association Members thirty (30) days' notice of any scheduling changes.

20.3 The work day for non-instructional professional staff shall not be less than seven (7) hours nor greater than eight (8) hours, inclusive of a duty free lunch period. The length of the work day depends upon the needs of their assignments and recognizes the need for flexibility in scheduling with these professional positions.

20.4 Some teachers may be required to work a flexible schedule. In those cases, the deviation may not exceed one hour before or after the regular workday set forth elsewhere in Article 20 of this Agreement. A teacher working a flexible schedule will work the same number of hours as otherwise required, continuously, with no breaks other than those called for in this Article. Teachers working a flexible schedule are not

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ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

required to attend after-school meetings when such meetings conflict with their schedules or do not coincide with their workday. Under such circumstances the teacher must review the meeting minutes within a reasonable time after the minutes become available. Teachers on a flexible schedule will not be assigned a homeroom class.

20.5 Flexible time is available to teachers with the following assignments:

- ESL;
- Reading Specialist;
- Early Connections;
- Basic Skills;
- Gifted and Talented (ExPO);
- Instrumental Music;
- Child Study Team.

Teachers for these assignments will be selected from volunteers based upon a posting of the position. If no volunteers are available, the Board shall assign a teacher to the position. If a teacher is involuntarily assigned, the position may be reposted the next school year to seek out other volunteers if the assigned teacher does not wish to remain in the position.

Flexible time is available on a yearly basis to elementary teachers with the following assignments:

- Art;
- Choral Music;
- Science;
- Computers;
- Library;
- Physical Education;
- World Languages

Teachers for these assignments will be selected from volunteers based upon a posting of the opportunity for flexible scheduling. At the time of the posting, the Association shall be copied. Participation in flexible scheduling shall depend upon the needs of the District as well as the interests and availability of the teacher each year.

20.6 Teaching staff members whose assignments as

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ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

substitutes result in loss of their preparation time shall be compensated at the "one rate hourly rate" as defined herein. If less than one (1) hour of preparation time is lost, compensation shall be prorated.

20.7 Any teacher directed to teach an additional period or time beyond the contractual work day shall be paid as follows: The time worked shall be computed as a mathematical proportion to a standard class period which is understood to be 1/6 of the annualized salary. It is understood that the teacher will complete the class preparation or other duties normally performed during any preparation period. Any compensation paid to a teacher for additional teaching time shall be considered as regular payroll and subject to the same pension obligations as that teacher's regular annual salary.

20.8 Teaching staff members required to work prior to or after the contractual work year set forth in Article 19 shall be compensated at a rate equal to 1/183 of his/her yearly salary for each day worked.

20.9 Teaching staff members hired as part-time employees may be asked to work hours beyond their contractual time if requested by building administration. All staff members hired with part-time status will be compensated at their per diem hourly rate (per diem rate calculated on an hourly basis) for any pre-approved time worked outside of their regularly scheduled work day. These occurrences shall be:

Back to School Night
Evening Conferences
Afternoon Conferences
Full Staff In-Service Days
Full Staff In-Service Minimum Days

ARTICLE 21

SIGN IN/SIGN OUT

21 Recognizing that family and personal emergencies may require immediate contact with members of the staff, the following procedures have been

PART B
ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

established:

A. Each morning, employees shall indicate their arrival at work utilizing the established procedures in the building.

B. If an employee leaves the building for lunch or at another time for any reason approved by his/her immediate supervisor, he/she will utilize the established procedures in the building.

C. At the end of the day, employees will indicate their departure utilizing the established procedures in the building.

D. In the event that an employee shall have a scheduled conference after school with a parent, and the parent fails to arrive at the scheduled time, upon departure, the teaching staff member shall utilize the established procedures in the building.

E. On minimum days for students, as defined by applicable State Board of Education regulations, and on those days provided for parent/teacher conferences, employees shall follow these same procedures for their established work day.

ARTICLE 22

MEETINGS

22.1 Teachers shall attend up to eighteen (18) after school faculty meetings to be scheduled by the administration on Mondays during the school year, not to exceed two (2) per month. One of these meetings can be rescheduled due to inclement weather. These meetings shall be forty-five (45) minutes in length. The third Monday of each month shall be reserved for DEA meetings. Up to four (4) of these meetings per year may be Superintendent's Meetings. A schedule of the faculty meetings will be made available to teachers in the first week of the school year. An agenda will be distributed in advance of each meeting.

22.2 Team meetings at Valleyview Middle School shall be required (once a week) unless the Team determines to schedule additional meetings.

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ARTICLES APPLICABLE TO CERTIFICATED STAFF MEMBERS

22.3 Instructional Team Leaders shall meet two (2) times per month with the Building Administrator outside of the regular school day and not on other designated meeting days in Article 22.1. The maximum time for each meeting shall be one (1) hour.

ARTICLE 23

MINIMUM DAY

23 Teaching staff members shall have a minimum day, as defined by the applicable State Board of Education regulations, on the following days:

- A. the day before Thanksgiving,
- B. the last day before winter recess,
- C. the last two (2) days of the school year, provided teaching staff members have completed all of their year end responsibilities, and
- D. As provided in Article 24, "Parent/Teacher Conferences."

ARTICLE 24

PARENT/TEACHER CONFERENCES

24.1 Teaching staff members shall attend one (1) Back-to-School Night per year. Teaching staff will also be required to work two (2) evening conferences and may be required to work one (1) additional event per year without additional compensation.

Three (3) minimum days for parent/teacher conference sessions shall be scheduled in the fall and three (3) in the spring. These days shall occur on dates and times deemed appropriate by the Board, holding one (1) conference block in the afternoon and the other holding two (2) conference blocks one (1) in the afternoon and one (1) in the evening. The third minimum day may become a floating minimum day for staff to be scheduled within a reasonable time period by the Board based on the calendar needs. This day will be defined when the yearly calendar is set by the Board. Evening

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conferences will occur from 6:00pm until 8:20pm.

ARTICLE 25

LUNCHROOM, PLAYGROUND AND BUS DUTIES

25 A. Teaching staff members may be called upon to supervise lunchroom and playground areas and/or AM/PM duty (PM duties after the teacher's work day). Teaching staff members shall be assigned from a list of volunteers. If no volunteers are available, the Board shall establish a rotating roster and make assignments on the basis thereof. No staff member shall be selected more than once until all staff members have been called upon. Teaching staff members will not be compensated for AM duty. Teachers working AM duty will have a mutually agreeable flexible schedule with the immediate supervisor. A teacher working a flexible schedule will work the same number of hours as otherwise required, continuously, with no breaks other than those called for in this article. The rate of compensation for lunchroom/playground duty and PM duty shall be forty-one dollars and twenty-one cents (\$41.21) per hour.

B. These duties will be posted and advertised and implemented on an as-needed basis.

C. If the teaching staff members supervise the aforementioned duties for less than one (1) hour, compensation shall be prorated.

D. Time sheets will be turned in by the last day of the month to payroll to be paid on the 15th of the following month.

E. In the event the bus does not arrive within one-half hour, the teacher will contact the Building Administrator.

F. During the last seven (7) minutes at the end of the school day, no staff member shall be assigned more than two duty assignments per five day week.

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ARTICLE 26

SALARIES AND SALARY GUIDES

26.1 Teaching staff members may individually elect to have any percent (%) of their monthly salary deducted from their pay. These funds shall be paid to the teaching staff member on the final day in June or deposited monthly into an account of the credit union TRICO, or any bank, as established by the Association. The Board shall provide an authorization form to be completed by each participating teaching staff member. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the school year.

26.2 When a payday falls on or during a school holiday, vacation or weekend, teaching staff members shall receive their pay checks on the last previous working day.

26.3 Teaching staff members shall receive their final pay checks on the last working day in June.

26.4 The salary guides shall have the following increases during the term of this Agreement:

Year 1: 2.7% + \$68,000 effective 7/1/2020
Year 2: 2.8% + \$68,000 effective 7/1/2021
Year 3: 3.0% + \$68,000 effective 7/1/2022

All increases and rates are inclusive of increment. The salaries of all teaching staff members covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

26.5 Eligibility for guide advancement to the next step requires that the employee begin work no later than February 1st of the previous year.

26.5.1 Staff returning to work from leave must work 50% of the contractual work year set forth in Article 19 in order to be eligible for increment movement on the salary guide, if applicable.

26.6 A "one rate hourly rate" is to be prorated

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for all hourly work. Any position presently paid at a higher rate will freeze at that rate until the one rate exceeds it. For each year of the contract the "one rate" hourly rate will be computed. This rate will be published on each year's salary guide page in Appendix A of this agreement.

For the term of this Agreement all Home Instructors shall be compensated in accordance with the following hourly rates:

2020-21	\$50.00
2021-22	\$50.00
2022-23	\$50.00

26.7 All Association Members are to provide one (1) years notice for movement on the salary guide. Horizontal advancement on the salary guide will occur once per school year on September 1.

ARTICLE 27

ADDITIONAL COMPENSATION

27.1 Stipends for the Head Nurse shall be paid as follows:

	SCHOOL YEAR		
	2020-21	2021-22	2022-23
one year	\$2,532	\$2,532	\$2,532
two years	\$2,745	\$2,745	\$2,745
three years	\$2,953	\$2,953	\$2,953
four years or more (maximum)	\$3,163	\$3,163	\$3,163

27.2 Teaching staff members who are specifically requested by the Administration to make presentations

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at official Board of Education meetings shall be compensated at the following "one rate hourly rate" per meeting:

2020-21	\$41.21
2021-22	\$41.21
2022-23	\$41.21

27.3 Teaching staff members who agree to make presentations to parents outside the regular school day shall be compensated at the "one rate hourly rate" identified in Article 26, inclusive of preparation and presentation time.

Teaching staff members shall be reimbursed for the cost of materials, provided they have prior approval of the Superintendent or his/her designee.

27.4 Teaching staff members who provide bedside instruction shall be compensated at the "one rate hourly rate" identified in Article 26.

27.5 Teaching staff members performing curriculum work during the school year after school hours only and during the summer shall be compensated at the "one rate hourly rate" identified in Article 26.

27.6 Teaching staff members who supervise after-school detention, homework center, open library, or the FLEX program at Valleyview Middle School shall be compensated at the "one rate hourly rate" identified in Article 26.

27.7 Teaching staff members who teach after school or before school test prep academies shall be compensated at the "one rate hourly rate". They shall be paid one hour of prep for every two hours of instruction.

27.8 The stipend for the Instructional Team Leaders, Encore Team Leaders, and TSS team members shall be as follows:

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2020-2021 School year:	\$1,799
2021-2022 School year:	\$1,799
2022-2023 School year:	\$1,799

27.9 The Teachers Teaching Teachers shall be compensated for a minimum of four (4) hours of preparation time and two (2) hours of instruction at the "one rate hourly rate" which is frozen at \$63.36. (This rate is frozen until the "one rate hourly rate" exceeds it. At that point this payment rate will become the "one rate hourly rate".)

27.10

A. Teachers escorting students on overnight field trips shall be compensated at the following rates:

2020-2021 School year:	131.00 per night
2021-2022 School year:	131.00 per night
2022-2023 School year:	131.00 per night

B. Teachers returning to chaperone an evening activity shall be compensated at a rate of \$35.00 per event after they have worked the required evening events in accordance with Article 24.1.

27.11 Teachers attending mandated Child Study Team meetings/IEP meetings before or after the school day or during a preparation period will be compensated at the "one rate hourly rate" identified in Article 26.

27.12

A. An Extended Year Summer Program has been established in Denville under the mandates of the state special education code. The hours of the program will be determined under the direction of the Denville Board of Education, Special Services Department and in compliance with student Individual Educational Plan needs. Teachers shall be paid as follows:

2020-2021 School Year:	\$48.98
2021-2022 School Year:	\$48.98

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2022-2023 School Year: \$48.98

Teachers will be hired for entire Extended Year Program, whenever possible for the continuity of the program and student needs.

B. Teachers shall be issued paychecks on the normal pay dates of the district. The final paycheck shall be issued on August 30th. Separate funds shall be made available in a timely manner to provide classroom supplies for this program.

C. Notice of hiring for these positions shall be posted in each of the school buildings as soon as the summer school program needs are determined by the Child Study Team director but no later than April 30th. Hiring priority shall be given to teaching staff currently employed in the district.

27.13

A. A ten-month staff member regularly assigned to additional duties between the end of one school year and the beginning of the next as a Guidance Counselor/Scheduler shall be paid their additional per diem salary as added compensation for the extra duties of the position. In lieu of compensation, the staff member may opt to take up to five (5) days as compensatory time.

B. Should the staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in the Appendix of this agreement. It is agreed and understood that such a reduction of salary is solely because the extra duties shall be eliminated and it need not be accomplished as a reduction of salary under the provision of N.J.S.A. 18A:6-10.

27.14 When room changes are required to be made on a non-work day, teaching staff members shall be compensated for a full day of work as defined by Article 20 as follows:

2020-2021 School year:	\$226.37
2021-2022 School year:	\$226.37
2022-2023 School year:	\$226.37

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ARTICLE 28

EXTRACURRICULAR GUIDE

28.1 Extracurricular assignments shall be performed and/or conducted outside the regular school day, except for those activities which by nature cannot be performed outside the regular school day.

28.2 The salaries of all teaching staff members covered by the extracurricular guide are set forth in Appendix C which is attached hereto and made a part thereto.

28.3 If any extracurricular duties are assigned, they shall be added to the extracurricular guide and the stipend will be agreed upon mutually by the Board and the Association.

28.4 A. All extracurricular positions shall be posted annually in accordance with the following procedure: A notice shall be posted in each school. A copy of said notice shall be given to the Association at the time of posting. The qualifications for the position, its duties, and the rate of compensation as set forth in Appendix C shall be clearly set forth in the posting notification. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or designee, within the time limit specified in the notice.

B. If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified out-of district person who is the holder of an appropriate New Jersey teaching certificate.

C. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedure set forth above, the Board may assign a qualified teaching staff member from within the district.

D. A letter of resignation must be submitted by any teaching staff member who chooses to give up their extra-curricular responsibilities. In such a case, the procedure set forth above shall be

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followed to hire a replacement.

E. Teachers changing coaching/advising assignments maintain steps previously acquired providing they stay in the same column.

F. All extra curricular stipends will be increased by 2% for the 2017/18 school year only.

ARTICLE 29

MATERNITY AND/OR CHILD REARING LEAVE

29 The Board of Education will grant a leave of absence for child rearing to teaching staff members, according to statute, under the following condition:

A. A teaching staff member who is pregnant will file with the Superintendent not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth as well as the date the employee expects to return to work.

B. Upon recommendation of the Superintendent and approval by the Board, requested child rearing leave will commence on the date specified by the employee or the date of birth or adoption, whichever is first.

C. All extended maternity and child rearing leaves shall be up to a maximum of two and a half (2 ½) years. The school year of birth after February 1st plus two additional years shall be the maximum. For teaching staff members hired on or after July 1, 2015, extended maternity and child rearing leaves shall be a maximum of twelve (12) months after disability and FMLA. Requests for leave must be made annually. Five months before the scheduled date of return, notification of return or a request for an extension must be received by the Board. If such request is not made it will be deemed that the employee has resigned. Re-entry points will be decided based on continuity of instruction. Teaching staff members who experience a change of life event while on leave may petition the superintendent for early return or extension. The superintendent will

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accommodate if possible pending Board approval.

D. If evaluations of the teaching staff member indicate that he/she is not performing his/her duties, the Board may require a physical examination and have the teaching staff member's physician consult with the school medical officer.

E. The Board may grant a teaching staff member's request to rescind an approved child rearing leave for extenuating circumstances as may be determined by the Board in each individual case.

F. Teaching staff members adopting a child will be entitled to child rearing leave in accordance with the terms and conditions of this provision.

G. The terms of this provision shall apply to both male and female teaching staff members, but in no event shall more than one (1) employee from the same household be entitled to child rearing leave under this provision.

ARTICLE 30

SABBATICAL LEAVE

30.1 Sabbatical Leave may be recommended by the Superintendent on an individual teaching staff member requirement basis. The recommendation will be submitted by the Superintendent to the Board of Education in writing, setting forth the reasons for the recommendations and justifying such leave by reason of benefits to be derived by the school system.

30.2 Sabbatical Leave shall be granted subject to the following conditions:

A. If there are sufficient qualified applicants, sabbatical leave shall be granted to no more than one (1) teaching staff member per district per school year.

B. Priority shall be as follows:

1. Length of active service in
Denville

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2. All things being equal, the Superintendent of Schools shall make the final decision based on the benefits to be derived from the program that the applicant pursues.

C. Requests for Sabbatical Leaves must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Superintendent and the Denville Education Association, no later than November 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

D. The teaching staff member must file an application containing:

1. Description of course(s) to be taken;

2. Statement of how these courses will contribute to or benefit the school system;

3. Statements of long-range professional objectives.

E. The teaching staff member has completed at least seven (7) full school years of active service in the Denville School district.

30.3 A teaching staff member on Sabbatical Leave for one full year shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty, if said leave is for full time study.

30.4 A teaching staff member on Sabbatical Leave who has completed ten (10) years of service in the Denville School District shall be paid by the Board at seventy-five percent (75%) of the salary rate which he would have received if he had remained on active duty, if said leave is for full time study.

30.5 Upon return from Sabbatical Leave, a teaching staff member shall be placed on the salary schedule at the level which he should have achieved had he remained actively employed in the system during the period of

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his absence.

30.6 While on Sabbatical Leave, the teaching staff member shall not be paid for any courses he or she may pursue or any other expenses. The teaching staff member is entitled to insurance benefits; however, there will be no accumulation of unused sick days which might be credited if not granted sabbatical.

30.7 Teaching staff members will remain in the employ of the Board for two (2) school years after return from sabbatical or salary paid during sabbatical shall be reimbursable to the Board.

ARTICLE 31

SEVERANCE BENEFITS

31.1 Legal retirement shall be determined by pension eligibility as recognized by T.P.A.F.

31.2 Effective July 1, 2007, upon legal retirement, teaching staff members shall be compensated at the rate of \$66 per day for any unused sick leave up to one hundred sixty-five days (165) accumulated while in the employ of the Denville Township Board of Education.

31.3 Payment of severance benefits shall be made to the estate of any teaching staff member who dies while in service, and who would otherwise have been eligible to receive such benefits.

ARTICLE 32

INSURANCE PROTECTION

32.1 The Employee Health Insurance Benefit shall be as follows:

A. Health benefits coverage shall be provided through the School Employees' Health Benefits Plan ("SEHBP") at the Direct 15 level of coverage. Employees must contribute to their health benefits coverage in accordance with New Jersey law (Ch. 78, P.L. 2011). An employee may select the Direct 10 level

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of coverage or another level of coverage that is more expensive than the Direct 15 level of coverage and pay 100% of the difference between the Direct 15 level of coverage and the more expensive level of coverage.

B. A Prescription Plan, shall be provided, covering both employee and his/her eligible dependents, with a co-payment as follows: one-time payment for mail-in prescriptions, ten (\$10) co-pay for generic and fifteen (\$15) dollars co-pay for name brand prescription medications.

C. Effective with the 1989-1990 school year, the Board shall provide a three party dental insurance plan equal to or better than the New Jersey Dental Service Program I-A providing the following benefits:

Co-Payment Preventive & Diagnostic 100%

Remaining Basic Benefits 80%

Crowns, Inlays and Gold Restorations 50%

Prosthodontic Benefits 50%

The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,500

Co-Payment Orthodontic Coverage 50%

Orthodontic Benefits are subject to a \$1,000

maximum per case which is separate from the

\$1,500 maximum mentioned

applicable to Basic and Prosthodontic Benefits.

32.2 \$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Service.

32.3 Effective July 1, 2002, the maximum amount that the Board shall be required to contribute toward the premiums of the dental insurance program shall be \$48,816.40; any premium in excess of that amount shall be borne by the employees participating in the dental insurance program. Beginning July 1, 2004, the Board

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will pay, per employee, the amount equal to the amount it paid in 2003-04 per employee who elected dental.

32.4 Carrier Changes - In the event the Board anticipates a change of insurance carrier(s), the Association shall be provided with at least sixty (60) days advance notification or a period of time mutually agreeable to the Board and the Association (from date of reception of insurance contracts) to enable it to analyze both plans to determine whether the new plans are substantially equivalent to the current plan. The Board shall provide the Association with all necessary information, including but not limited to, complete copies of both insurance contracts.

ARTICLE 33

TUITION REIMBURSEMENT

33.1 To provide additional growth in a major field of study and thereby benefit the school district, the Board of Education will reimburse all full time employees for tuition costs of courses taken only for a course or degree related to the employee's current or future job responsibilities, pursuant to N.J.S.A. 18A:6-8.5.

33.2 Approval of the Principal and Superintendent shall be required prior to course registration. If approval is denied, the employee may appeal to the Board.

33.3 Tuition reimbursement shall be authorized upon presentation of the receipt for payment of a course to the Superintendent.

33.4 Maximum of nine (9) credit hours at the prevailing State College Rate (Rutgers University).

33.5 The institution must be a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3.

33.6 If on April first, the Superintendent determines that funds remain in the tuition budget, he shall advise all personnel of the availability and may

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authorize the waiver of stipulation four (4) above until the budget line is exhausted.

33.7 The Board reserves the right to deduct from the employee's salary an amount equal to such tuition reimbursement in the event that:

A. The course is not fully completed for credit points, or a grade of "B" or better is not earned in the course or a "pass" is not received in a course evaluated on a pass/fail basis; or

B. The employee does not remain in the school district for at least one school year, if recommended for re-employment, following completion of said course(s).

33.8 Application for course approval shall be presented to the Superintendent no later than one (1) month prior to the start of the semester in which the course(s) are to be taken.

33.9 To be eligible for tuition reimbursement, teaching staff members must have been employed by the Board for two (2) full school years.

33.10 Tuition reimbursement shall be capped at \$50,000.00 per year for both certificated and non-certificated staff combined. Money will be divided into two (2) equal portions of twenty-five thousand dollars (\$25,000.00) each to coincide with the course approval dates of July 1-December 31 (session 1) and January 1-June 30 (session 2). Any remaining funds in the first session will carry over to the second session. Reimbursement shall occur on a first-come first-serve basis.

33.11 Tuition reimbursement for certifications/licenses to retain/acquire Medicaid eligibility shall be granted with prior approval of the Superintendent.

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ARTICLE 34

PROFESSIONAL GROWTH

34.1 The Board of Education recognizes the value to professional staff members and to the school district of the participation of teaching staff members in visitations, professional meetings and conferences at the local, state, national, and regional levels. Such meetings may promote professional competence by providing leadership opportunities for staff members, by enabling staff members to learn of professional developments, and by affording opportunities for the appraisal of programs and practices that may be implemented in this district. The Board shall budget for attendance at professional conferences by staff members under their supervision.

34.2 All requests for attendance at professional meetings or conferences must be made through the principal. Requests must be made on a form provided by the Superintendent and must include the estimated costs of attendance. The Superintendent is authorized to approve any such request for attendance of not more than one (1) day's duration. Any request for attendance at a professional conference exceeding one (1) day requiring overnight lodging or costs must be approved by the Superintendent and the Board. Approval granted in accordance with the policy shall be without loss of pay, sick leave, or personal leave.

34.3 No reimbursement shall be made for attendance at professional conferences without submission to the Business Office of a copy of the approved request and documentary evidence of expenses incurred. The staff member who attends an overnight conference shall submit either a verbal or written report of the conference, as determined in consultation with the principal, within one (1) week of the conclusion of the conference.

ARTICLE 35

IN-SERVICE PAYMENT

35.1 Teaching staff members shall receive monetary compensation for every four (4) hours of in-service workshop attended as follows:

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2020-2021	\$81.96
2021-2022	\$81.96
2022-2023	\$81.96

In-service payment shall only be paid during the year in which a teaching staff member satisfied the four (4) hours of in-service workshop requirement and shall not be earned on a prorated basis.

35.2 In-service workshops shall be scheduled outside the regular work day and are not otherwise scheduled as part of the regular school calendar workshops.

35.3 All staff may be responsible for complying with mandatory compliance programs through online training on their own time. Completion of such online training will not exceed four (4) hours. Completion date of such training shall be within the days of the scheduled work year.

ARTICLE 36

NON-RESIDENT TEACHER TUITION

36.1 Whenever any non-resident teaching staff member enrolls his/her child (children) in the Denville Township Public Schools, all tuition costs shall be reduced by fifty percent (50%) for the child (children) enrolled, regardless of the residency of the teaching staff member.

36.2 Any non-resident teaching staff member who wishes to enroll his/her child (children) in the Denville Township Public Schools shall do so in accordance with the terms and conditions set forth in the Tuition Agreement presently in effect in the Denville Township School District which appears in this Agreement as Appendix B.

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ARTICLE 37

ASSIGNMENT AND TRANSFER

37.1 All teaching staff members are otherwise subject to assignment or transfer at the direction of the Board of Education upon recommendation of the Superintendent of Schools. The following factors shall be considered in transfers or assignments:

A. When vacancies exist, teaching staff members shall be notified in writing and a copy shall be provided to the Association, so that they may apply for same.

B. When transfers are to be made, persons involved shall be interviewed by the Superintendent or his designee and the reasons for transfer shall be reviewed.

ARTICLE 38

TEACHER EVALUATION

38.1 The final determination of the evaluation form utilized shall be made by the Board.

ARTICLE 39

TEACHER EVALUATION PROCEDURES

39.1 Observations and evaluation shall be uniformly applied among the three (3) schools to tenured and non-tenured teaching staff members in accordance with State statutes, regulations and Board Policy.

39.2 Teaching staff members shall be informed of the identity of their observers/evaluators.

39.3 Observations shall take place at reasonable intervals prior to the preparation of an evaluation.

39.4 Teaching staff members shall have the right to respond in writing to observation/evaluation reports presented at the observation/evaluation conference.

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Where deficiencies are noted in an observation or evaluation, appropriate time and assistance for remediation shall be given prior to re-evaluation of those deficiencies.

39.5 Observation/evaluation reports shall be maintained in a teaching staff member's central office personnel file.

39.6 The official evaluation form shall be completed by the building principals, assistant principal and/or by a member of the Central Office administration.

39.7 a) Non-tenured teaching staff members shall uniformly participate in a mid-year summative conference. The conference shall occur at a mutually convenient time for the teaching staff member and evaluator provided that it occurs within ten (10) school days after receipt of the summative evaluation report. If such conference does not occur within this ten (10) day period, the conference shall be scheduled by the evaluator.

b) The annual summative conference shall occur at a mutually convenient time for teaching staff member and evaluator provided that it occurs within ten (10) school days after receipt of the final summative evaluation report. If such conference does not occur within this ten (10) day period, the conference shall be scheduled by the evaluator.

39.8 Within ten (10) school days of an observation, a copy of the written evaluation shall be given to the teaching staff member and a conference will be held between the evaluator and the teaching staff member.

39.9 A copy of the signed official written evaluation and the teaching staff member's additional comments, if any, shall be placed in the teaching staff member's Central Office Personnel file.

39.10 Professional Improvement/Development Plans shall be based on individual's job description and evaluation and shall serve as a guide to assist each staff member and the Denville Schools, as a whole, to foster the highest levels of professional excellence.

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Furthermore, they shall provide a focus for district wide professional development efforts.

39.11 A Professional Improvement Plan will be developed jointly between the teaching staff member and the evaluator at the time of the Year End Summary Conference. It shall include a written statement of suggested activities mutually agreed upon by the teaching staff member and the evaluator in the Year End Evaluation.

39.12 A corrective action plan shall be developed when necessary to correct observed deficiencies. It shall include the following:

A. Performance objectives, including clearly stated criteria and expected outcomes.

B. Timeliness for implementation of corrective measure.

C. A clear understanding of the responsibilities of the teaching staff member, supervisor and district regarding time, space, materials, and activities connected to the implementation of the plan.

D. Nothing contained in this provision shall be construed to limit the performance objectives and/or criteria which may be included in the Professional Improvement Plan by the Board as required by N.J.A.C. 6:3-1.19 and 6:3-1.21.

E. Derogatory notations should be part of the teaching staff member's file only if he/she is aware of them and has an opportunity to write his/her reactions.

F. Every effort shall be made to coordinate observations between departments/schools where individuals are shared.

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ARTICLE 40

WITHHOLDING AN INCREMENT

40 Teaching staff members whose work fails to show evidence of continued professional improvement and development and whose work does not receive the recommendation of approval by the Superintendent to the Board of Education will not be granted normal increments or adjustments. Prior to voting on a recommendation to withhold a salary increment the Board shall offer the teaching staff member the right to a hearing before this Board or a committee thereof. The Board shall within ten (10) days of withholding an increment give written notice of such action, together with the reasons therefore, to the teaching staff member concerned.

ARTICLE 41

NONRENEWAL OF A NONTENURED TEACHING STAFF MEMBER

41.1 The Board shall meet in accordance with the law each year to consider the renewal and nonrenewal of contracts for nontenured teaching staff members and to determine those teaching staff members who will not be reemployed. Each teaching staff member whose reemployment will be discussed at such a private meeting will be so notified in order that he/she may request discussion at a public meeting.

41.2 The Board shall notify each nontenured teaching staff member to whom reemployment will not be offered of such nonrenewal in writing in accordance with the law. Any teaching staff member whose contract has not been renewed by the Board may apply in writing to the Board within fifteen days of notification for the reasons of nonrenewal. The Board will provide a written statement of reasons within thirty (30) days of the receipt of any such request. The Board will also provide any nonrenewed teaching staff member with an opportunity to meet informally with the Board of Education, provided that a request for such an appearance is received within ten (10) days after the teaching staff member receives the statement of reasons provided by the Board.

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ARTICLE 42

MENTORING

42 Pursuant to applicable law, if funding is received from the State, the district will pay that amount for mentoring of First Year Teachers. Monies will be paid directly to the mentor at two pay periods per year in December and June. This shall continue each year as long as funding continues.

PART C
ARTICLES APPLICABLE TO NON-CERTIFICATED STAFF MEMBERS

PART C - ARTICLES APPLICABLE TO NON-CERTIFIED STAFF MEMBERS

ARTICLE 43

MISCELLANEOUS PROVISIONS

43.1 Motor Vehicle Violations/Stipend

All transportation employees (including mechanics and mechanic's helpers) must inform the Superintendent or other designee within twenty-four (24) hours of any conviction involving a motor vehicle for which 6 points or more has accrued (single incident or aggregate) under any state driver license point revocation system. Each driver will be awarded a \$1,000.00 stipend upon completion of a point-free year (July 1 -June 30) of driving. Qualified drivers shall receive the \$1,000.00 stipend no later than October 1st immediately after the end of the school year.

43.2 License Renewal

All mechanics, mechanic's helpers and drivers must have a current, valid bus driver's license. The Board shall reimburse each driver for his/her license renewal fee. Instructional aides will be reimbursed for his/her substitute certificate or his/her teaching certificate.

43.3 Physical Examinations

A. Drivers over the age of seventy-five (75) shall undergo physicals two (2) times per year in accordance with new regulations.

B. Each transportation employee (including mechanic and mechanic helpers) will receive, without charge, a physical examination from the school physician every year. If the employee chooses, the employee may have the physical examination performed by his/her personal physician, utilizing the examination form provided by the Board. The maximum reimbursement by the Board is one hundred and twenty-five dollars (\$125.00) per physical. The maximum reimbursement by the Board is one

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hundred and twenty-five dollars (\$125.00) semi-annually for those drivers over the age of seventy-five (75). Either party can request a second opinion at the party's own expense.

43.4. Black Seal License

A. All custodians must possess a Black Seal License. Any training required to obtain the license shall be done on the employee's own time and not during the workday. However, employees who work during the evening shall be provided release time provided they make up the time in the same week. The Board shall pay for the training. If an employee fails the Black Seal License examination, the Board will provide tutoring to the employee to assist with the second examination. Once the employee passes the examination the Board shall pay for the license. Any custodial employee who fails the Black Seal License examination on two attempts, or whose Black Seal License is forfeited or revoked may be terminated with just cause. New hires are required to receive their Black Seal within one year of hire date.

B. The Board will reimburse employees for the cost of the renewal of Association Members Black Seal License.

43.5 In-Service Training and Other Professional Development

A. All employees may be required to attend in-service training sessions during their regular work year at the Board's discretion. The sessions may be done in hourly increments not to exceed eight (8) hours per year. If the Board requests an employee to be trained more than these eight (8) hours, outside of the regular work day, the employee shall be paid \$12.86 per hour. The employees may be excused from this training due to personal or professional reasons but are required to review/make-up the materials and content within two weeks of returning to work. Every effort will be made to complete the training during regular working hours. Appendix K is the form which must be completed to verify review of missed in-service training. Employees will receive notification of training dates/times at least two weeks in advance. The Board or its designee will receive notification of exclusion from attendance at least one week in advance except in cases of emergency. At the beginning of each school year, the

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Board shall notify the Association of what in-service professional days non-certificated staff are required to attend. The Board shall provide Association Members thirty (30) days' notice of any changes during the school year.

B. The Board shall pay the full cost of registrations, fees, tuition, materials, and/or other reasonable expenses incurred by the employee in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions provided that these activities are directly related to the employee's current position. Courses or other activities that would qualify an employee for another position are not reimbursable. All requests for attendance at courses, workshops, seminars, conferences, in-service training sessions or other such sessions must be made through the principal or immediate supervisor of the employee. Requests must be made on a form provided by the district and must include estimated costs of attendance. No reimbursement or other compensation will be made if prior approval was not granted. Requests for reimbursement must include documentary evidence of the expenses incurred. The total amount available for the entire unit for reimbursement under this paragraph in any year shall not exceed \$5,000.00 (Maximum tuition reimbursement for all certificated and non-certificated staff is set at \$50,000 as per Article 33.10 and Article 50.1) All employees will be subject to travel regulations mandated by the New Jersey Department of Education.

C. All staff may be responsible for complying with mandatory compliance programs through online training on their own time. Completion of such online training will not exceed four (4) hours. Completion date of such training shall be within the days of the scheduled work year.

43.6. Clothing

One spring-weight and one winter-weight jacket will be provided to each daytime custodian, maintenance person, and mechanic. In year one of employment, both jackets will be provided and in subsequent years, spring and winter jackets will alternate annually. Used jackets shall be returned to the Board following their useful life or at termination of employment. The Board shall

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provide five (5) shirts and two (2) sweatshirts to each custodian and maintenance person per school year. The Board shall reimburse each custodian for the purchase of pants and/or shoes up to a total clothing allowance of seventy-five dollars (\$75.00) per year.

43.7 Evening Chaperones

Support Staff employees returning to chaperone evening activities shall be compensated at the same rate as teacher chaperones are paid (or would be paid) for the same event.

ARTICLE 44

EMPLOYMENT PROCEDURES

44.1. Resignation and Termination

A. An employee being terminated from his/her position shall be given two weeks' notice by the Board except for cause, in which case termination will be immediate upon notification except as otherwise authorized or required by law.

B. Earned vacation shall be paid according to the proportion of time worked to the contract year.

44.2 Notification

Every effort shall be made to notify employees of their contract and salary status for the ensuing year no later than May 31.

44.3 Subcontracting

The Board shall discuss matters of subcontracting with the Association and its representatives at least 60 days prior to formal Board action. However, the decision to subcontract remains a nonnegotiable managerial prerogative.

44.4 Non-Renewal

Non-renewal of any non-certificated employee shall be subject to the provisions of the applicable statute and/or regulation.

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ARTICLE 45

WORK YEAR

45.1 The work year of all employees shall be separately defined for each category of employee.

1. **Secretaries**

a. 10 month

The work year shall be 192 days, which shall include five (5) days before the school year begins and five (5) days after the school year ends.

b. 12 month

(i) **School Secretary** -(approximately 218 days) the work year shall extend from July 1 to June 30, excluding when schools are closed for Winter Vacation in December-January, the Spring Vacation in March-April, and twenty (20) days in July-August, unless otherwise agreed upon by immediate supervisor. All Secretaries shall receive two (2) days off per year for teachers' convention. Any school secretary who works days beyond his/her contractual number of work days shall be paid his/her per diem salary (1/220- School Secretary) or may elect an equal number of comp days in lieu of additional salary as mutually agreed upon by the employee and his/her supervisor.

(ii) **District-Wide Support Staff** (240 days) - the work year shall extend from July 1 to June 30, excluding when schools are closed for winter vacation in December/January.

c. Any school secretary who works days beyond his/her contractual number of work days shall be paid his/her per diem salary (1/220- School Secretary) or may elect an equal number of comp days in lieu of additional salary as mutually agreed upon by the employee and his/her supervisor.

2. **Aides**

The work year for instructional aides shall

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be 182 days, including two days before students report for school. The work year for all other aides shall coincide with the school year calendar. All Instructional Aides are required to attend two (2) in-service days on the minimum days throughout the year already designated for in-service on the school calendar.

3. Drivers

The work year shall coincide with the school year calendar.

4. Custodial and Maintenance Employees

The work year shall be from July 1 to June 30.

5. Mechanics

The work year shall be from July 1 to June 30.

6. Network Technician/Support Specialist and Network Engineer

The work year shall be from July 1 to June 30.

45.2. Vacations

Vacation days are earned by 12 month employees only. Vacation days shall be used the year of work for which they were earned and are not accumulative. Requests to carry over vacation days must be approved in writing by the Superintendent; provided, however, that in no case shall more than five (5) vacation days be carried over. The most senior employees' request will be granted first provided requests are made by May 1. After May 1, requests will be considered on a first come first serve basis.

Vacation schedule for 12-month Employees (Except School Secretaries)

Following years 1, 2, 3:	10 days
Years 4 through 10:	15 days
11+ years:	20 days

Vacation days will be pro-rated when employment

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begins after July 1. Requests for vacation days must be approved by the employee's immediate supervisor at least five (5) work days prior to the requested date(s). Summer vacation must be arranged to meet the needs of the district.

Custodial/Maintenance employees and mechanics who are entitled to fifteen (15) days or more in any year shall be required to use at least five (5) days during the period from September 1 to June 30 and the remainder from July 1 to August 31.

Custodial and maintenance employees and mechanics shall be required to take vacation when school is not in session (during the summer vacation or school vacation periods). In order to have a vacation outside of those times, the employee must have administrative approval. Denial of such a request cannot be grieved.

All twelve (12) month employees (including school secretaries) have the option of working and cashing in up to five (5) vacation days, at their per diem rate. Any employee hired after July 1, 2016 shall not be able to cash in vacation days.

45.3 Holidays

Ten month employees shall be entitled to ten (10) holidays listed on the school calendar. Twelve month employees shall be entitled to four (4) floating holidays plus the ten (10) holidays listed on the school calendar, for a total of fourteen (14) holidays. When a holiday falls on a weekend, all employees shall be entitled to a holiday on the day which is designated by the state as the observed holiday or employees will be entitled to an additional floating holiday, as determined by the Board. The Board shall annually notify employees at the time the school calendar is finalized as to the days scheduled for school holidays. Floating holidays shall be scheduled upon seeking the prior approval of the Superintendent.

45.4. Work Day

1. Secretaries

All employees shall work an eight (8) hour

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day inclusive of a one-hour lunch and one fifteen (15) minute duty free break. Whenever schools are closed before the end of the school day due to inclement weather, all school secretaries and district-wide support staff can depart after the last student departs. Whenever schools are closed for the day due to inclement weather, secretaries will be advised as to the need for them to report to work. If advised not to report to work, they will not need to make up the day.

2. Mechanics

The work day shall be eight (8) hours inclusive of a one (1) hour lunch.

3. Custodial and Maintenance Employees

The work day shall be eight (8) hours inclusive of a one (1) hour lunch period. The lunch period shall be mutually established by the school principal and the custodian. A custodian who has used a portion of his/her lunch period to deal with an emergency shall resume his/her lunch after he/she has dealt with the emergency.

The Board can establish a work schedule for night custodians to work Monday through Thursday nights and Saturdays during the day. This new work schedule will be available for employees hired after July 1, 2016. Current employees shall have the right to select this schedule (if made available) over new hires.

a. On Call: Employees required to be "on call" on Saturdays, Sundays and holidays need to be notified in writing no later than 12:00 am the evening before. They shall be paid \$80.00 per five (5) hour shift. Employees "on call" shall be available to work during this period. If called to work, they shall be paid in accordance with Article 45.8.

b. Call Back: Employees called back to work shall be paid in accordance with Article 45.8. They shall receive no less than two (2) hours pay.

4. Aides

a. Instructional Aides

Beginning July 1, 2015, full time

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instructional aides shall have a consistent and continuous work day that shall be seven (7) hours fifteen minutes in length, inclusive of lunch period conforming to the school schedule, and a fifteen (15) minute duty-free break. The fifteen (15) minute duty-free break for instructional aides shall not be taken unless there is coverage for student(s) affected. In this case, the instructional aide will receive one-quarter (1/4th) hour pay for each occurrence. On minimum days the instructional aide's day shall be the length of the students' day plus twenty (20) minutes before and ten (10) minutes after school hours. Instructional aide outdoor duty shall be assigned equitably and evenly, by the Board or its designee.

b. Part Time Instructional Aides

The number of hours in the work day shall be assigned by the building principal depending on the needs and schedules of each building.

c. Lunchroom/Playground Aides

The number of hours in the work day shall be assigned by the building principal depending on the needs and lunch/playground schedules of each building.

d. Breaks

When the work day of a part-time instructional aide is longer than four (4) hours it shall include a fifteen (15) minute paid break.

5. Bus Drivers

a. All drivers are part-time employees. The work day of drivers will be determined by the time required to travel the assigned routes, including start-up, refueling and return of buses. Additional routes or field trips will be compensated at the established rate for time required.

b. All drivers shall return buses to the garage at the conclusion of each shift, i.e. AM, PM, Mid-Day except that buses may be brought to other locations within Denville Township between shifts. Buses that require servicing, fueling, or any other maintenance as identified by the mechanic must be

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returned to the garage between shifts. Buses shall not be brought to locations outside Denville Township without the permission of Superintendent of Schools or their designee.

c. Bus routes of teaching staff members may not interfere with the district and the contractual expectations of teaching staff members.

d. When annual routes have been established, drivers with satisfactory performance records will be given the first opportunity, based on seniority, to choose routes.

e. Extra Duty Routes: Drivers may complete Extra Duty Request Forms to indicate their specific interest in driving extra routes. The transportation coordinator will then assign extra duty routes to employees with satisfactory performance records on a rotating basis. A copy of extra-duty assignments will be posted at the bus garage at the end of each month. When a driver next in rotation has a contracted route which conflicts with the extra duty driving assignment, the driver shall not be passed over and placed at the end of the rotation list. Instead, said driver shall receive the next available assignment which does not conflict with said driver's contracted work. Drivers who accept a field trip run and cannot fulfill obligation will return the field trip run back to the Transportation Coordinator for re-assignment in rotation.

f. When transportation staff need assistance, the work shall be assigned to bus drivers on a rotating basis. Payment for this work shall be twenty-four dollars and twenty-five cents (\$24.25) per hour with a one (1) hour minimum.

g. Any report of accidents, on duty, of members of the transportation department shall become part of their personnel file.

h. Drivers who are requested to appear in court outside of the work day and do so will be compensated at the rate of twenty-five dollars (\$25.00) per hour with a one (1) hour minimum.

6. Network Technician/Support Specialist and

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Network Engineer

a. The workday shall be eight (8) hours inclusive of a one (1) hour lunch period and a fifteen (15) minute break. The lunch period shall be mutually established by the Department Head and the Technician and Engineer.

7. Sign in/Sign Out

All employees will sign in and out each day using the process that has been established throughout the district which may include scanning ID badges. The Board shall install a time clock for custodial/maintenance employees and mechanics. When such employees clock out for lunch, that time period is unassigned time.

8. Overtime

All overtime should be approved by district administration prior to being worked. In the case of an emergency, special consideration will be given for circumstances involved with student safety and building management. Overtime shall be paid as follows:

All hours worked in excess of forty (40) hours of working time in any week shall be compensated at one and one-half times such employee's regular hourly wage for each hour of working time in excess of forty (40) hours in any week. (Sick, family illness and bereavement leave shall count as hours worked.) Work on Sundays shall be compensated at double the employee's regular hourly wage.

In addition, the following positions will receive overtime for the following times and at the following rates.

**Custodial and Maintenance Employees, Network
Technician/Support Specialist and Network
Engineer/Secretaries.**

All hours worked on Saturday shall be compensated at one and one-half times the employee's regular hourly rate. All hours worked on Sunday and School Holidays shall be paid at a rate of double the employee's regular rate.

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ARTICLE 46

STIPENDS

46.1 All custodial/maintenance employees who are in possession of a Black Seal license prior to the school year shall receive a stipend of \$750.00 per school year.

46.2 The Head Custodian shall receive a stipend of \$2,550.00 per school year to be paid in a manner that is pensionable. These stipends are depicted on the present salary guides.

46.3 The Head Mechanic shall receive a stipend of \$3,570.00 per school year to be paid in a manner that is pensionable. These stipends are depicted on the present salary guides.

46.4 Maintenance mechanics who hold an HVAC, electrical or plumbing license or have five (5) years of documented success in one of these specified fields shall receive a stipend of \$4,590.00 per school year.

46.5 The maintenance salary guide will be maintained above the custodian salary guide in the amount of \$4,080.00.

ARTICLE 47

HEALTH BENEFITS

47.1 All qualifying employees will receive their medical insurance coverage through the State Employee Health Benefits Plan (SEHBP) at the Direct 15 level of coverage. Employees must contribute to their health benefits coverage in accordance with New Jersey law (Ch. 78, P.L. 2011). An employee may select the Direct 10 level of coverage or another level of coverage that is more expensive than the Direct 15 level of coverage and pay 100% of the difference between the Direct 15 level of coverage and the more expensive level of coverage.

47.2 All employees hired on or after July 1, 2020, shall be required to work a minimum of thirty (30) hours per week to qualify for health insurance

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coverage (medical, prescription, and/or dental) as provided in this Agreement.

Any current employee as of June 30, 2020 who does not presently qualify for health insurance coverage (medical, prescription, and/or dental) because he/she works less than twenty-five (25) hours per week, will be afforded the opportunity to work up to thirty (30) hours per week, but shall not be entitled to health insurance coverage (medical, prescription, and/or dental) unless he/she works a minimum of thirty (30) hours per week.

Those specific employees who, as of June 30, 2020, work more than twenty-five (25) hours per week, but less than thirty (30) hours per week, and presently qualify for and receive health insurance coverage (medical, prescription, and/or dental), or a health benefits waiver, will continue to be eligible for same based on his/her current weekly work hours.

47.3 Hospitalization, Medical Surgical and Major Medical Insurance, as agreed upon, will be through the School Employee Health Benefits Plan (SEHBP) or equivalent. The Board shall fund all employees and eligible dependent(s), major medical deductibles to a maximum of \$200.00 annually per employee and \$200.00 for dependents. The maximum the Board shall be required to pay annually for any employee and his/her dependents is \$400.00. Documentation of major medical expenses shall not be required as a condition of payment of said deductibles. All existing support staff receiving the annual stipend for prescription reimbursement shall be grandfathered in to receive such stipend. All new support staff as of July 1, 2020, shall not be entitled to receive the annual stipend for prescription reimbursement.

47.4 Carrier Changes

In the event the Board anticipates a change of insurance carrier(s), the Association shall be provided with at least sixty (60) days advance notification or a period of time mutually agreeable to the Board and the Association (from date of reception of insurance contracts) to enable it to analyze both plans to determine whether the new plans are substantially

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equivalent to the current plan. The Board shall provide the Association with all necessary information, including but not limited to, complete copies of both insurance contracts.

47.5 Coverage

The Board shall provide a three (3) party dental insurance plan providing the following benefits:

Co-Payment Preventive and Diagnostic	100%
Remaining Basic Benefits	80%
Crowns, Inlays and Gold Restorations	50%
Prosthodontics Benefits	50%

(The maximum amount payable by the carrier for the above dental service provided an eligible patient in any calendar year is \$1,500.00)

Co-Payment Orthodontic Coverage 50%

Orthodontic Benefits are subject to a \$1,000.00 maximum per case which is separate from the \$1,500.00 maximum mentioned applicable to Basic and Prosthodontics Benefits. (\$25.00 deductible per patient per calendar year which is not applicable to Preventative and Diagnostic Service.)

Should the premiums for family or dependent coverage increase above the level for the 1990-1991 school year, the increase in costs therefore shall be paid by the employees. The maximum annual premium that the Board shall pay for any coverage(s) (including family and dependent coverage) is \$395.00 per employee. Any cost in excess of that amount shall be borne by the staff members who receive the benefits through an appropriate payroll deduction.

47.6 Effective January 1, 2020, employees may contribute up to two thousand seven hundred fifty (\$2,750) of pre-tax dollars into Flex 125 Medical Reimbursement Account or current mandated federal limit if lower.

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ARTICLE 48

SEVERANCE BENEFITS

Reimbursement of accumulated sick days will be at the rate of \$25.00 a day or one (1) day's pay for every two (2) days accumulated whichever is greater, to a maximum payment of \$8,000.00 upon actual age-service retirement after 25 years of service in the Denville Township School District or actual age-service retirement as defined by Public Employee Retirement System (PERS) or upon a reduction in force if the employee has worked in the district for more than ten years. A day's pay shall be defined as 1/200th of the annual salary for 10 month employees and 1/240th of the annual salary for 12 month employees.

ARTICLE 49

DRIVER PROCEDURES

49.1 Initial Assignment to Route:

1. Management shall prepare route packages with the driving time of each as even as possible. The most senior driver makes the first choice of these packages, the next senior is allotted second choice and the process continues to the least senior who has the last pick subject to evaluative concerns, availability and the Board's prerogative to transfer and reassign drivers in the best interest of the school district.

2. A driver's seniority starts with the date of hire to a morning, afternoon and/or Preschool (mid-day) route. Routes that require longer hours will be assigned in seniority order and will be an AM/PM package. A driver performing one (1) AM or PM route will be compensated for two (2) hours and fifteen (15) minutes of work. A driver performing both an AM and PM route will be compensated for four (4) hours and thirty (30) minutes of work.

3. Routes shall be selected in seniority order based on AM/PM, PK, extra duty. 4. Every effort will be made to assign routes between August 10 and August 15.

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49.2. Late Runs, Sports Runs, Field Trips

The hourly rate for driving before 6 PM, after 6 PM, Saturdays, extra runs, ESY and garage duty shall be twenty-four dollars and twenty-five cents (\$24.25). The hourly rate for Sunday and school holiday driving shall be forty-five dollars and eighteen cents (\$45.18) per hour. A driver performing one (1) AM or PM route will be compensated for two (2) hours and fifteen (15) minutes of work. A driver performing both an AM and PM route will be compensated for four (4) hours and thirty (30) minutes of work.

ARTICLE 50

TUITION REIMBURSEMENT

50.1 To provide additional growth in a major field of study and thereby benefit the school district, the Board of Education will reimburse the employee for tuition costs of courses taken subject to the following conditions:

a. Approval of the Superintendent shall be required prior to course registration. Application for course approval shall be presented to the Superintendent not later than one (1) month prior to the start of courses(s) to be taken.

b. Tuition reimbursement shall be authorized upon presentation of the receipt for payment of a course to the Superintendent and proof of a passing grade of "B" or better.

c. Tuition reimbursement shall be capped at \$50,000.00 per year for both certified and non-certified staff combined.

ARTICLE 51

SALARY GUIDES AND SUCCESSOR SALARY GUIDES

51.1 Salary guides for the term of this contract shall be drafted and agreed upon by both parties. All increases shall be inclusive of increment. It is

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agreed that if the parties have not negotiated a successor agreement on or before June 30, 2023, all employees shall remain at the step and salary they received for the 2022-2023 school year until the successor guides are ratified by the Board and the Association. The parties also agree that the development of the successor salary guides shall be resolved during that phase of negotiations.

51.2 Employees returning to work from leave must work 50% of the contractual work year set forth in Article 45 in order to be eligible for increment movement on the salary guide, if applicable.

ARTICLE 52

EXTENDED SCHOOL YEAR

52.1 An Extended Year Summer Program has been established in Denville under the mandates of the State Special Education Code. The hours of the program will be determined under the direction of the Denville Board of Education, Special Services Department and in compliance with student Individual Education Plan needs. Salaries for summer school work for instructional aides who work the extended year program shall be \$20.02 per hour.

52.2 Instructional aides will be employed for the entire Extended Year Program whenever possible for the continuity of the program and student needs.

52.3 All Extended School Year Program employees (except bus drivers) need to let the Director of Special Services know as soon as possible if they are unable to work all of the days contracted for. Pay dates for the ESY will be July 15, August 15, and August 31 with 1/3 of total contracted amount to be paid at each time (except for drivers). Any days absent from the program will be deducted in the August 15 and August 31 paychecks.

52.4 Drivers working the ESY program will fill out time sheets. Time sheets received prior to July 31st will be processed in the August 15th payroll. Time sheets received prior to August 15th will be processed in the August 31st payroll. Any other time

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sheets must be received by August 31st and will be processed in the September 15th payroll.

52.5 Notice of hiring for these positions shall be posted in each of the school buildings as soon as the summer school program needs are determined by the Child Study Team director but no later than May 15th. Hiring priority shall be given to instructional aides currently employed in the district. Currently employed bus drivers in the district shall be given priority in hiring for bus routes that serve the Extended Year Summer Program.

ARTICLE 53

EVALUATION

53 All employees will receive at least one (1) written evaluation annually.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, on this _____ day of _____ 2020.

DENVILLE BOARD OF EDUCATION

By: _____
Secretary

By: _____
Laura Wagner
President

Dated: _____

Dated: _____

DENVILLE EDUCATION ASSOCIATION

By: _____
Secretary

By: _____
President

Dated: _____

Dated: _____

APPENDIX A

TEACHER SALARY GUIDES

YEAR 1 2020-2021

Step	BA	BA+30	MA	MA+30	PHD
1	52,955	54,855	58,155	60,205	62,255
2-5	53,355	55,255	58,555	60,605	62,655
6	53,755	55,655	58,955	61,005	63,055
7	54,335	56,235	59,535	61,585	63,635
8	55,185	57,085	60,385	62,435	64,485
9	56,775	58,675	61,975	64,025	66,075
10	58,450	60,450	63,750	65,835	67,852
11	60,175	62,175	65,475	67,560	69,577
11a	62,050	64,050	67,350	69,435	71,452
12	63,975	65,975	69,275	71,360	73,377
12a	66,375	68,375	71,675	73,760	75,777
13	69,025	70,975	74,275	76,360	78,377
14	72,525	74,475	77,775	79,860	81,877
15	76,075	78,025	81,325	83,410	85,427
16	79,875	81,875	85,175	87,260	89,277
17	84,725	86,725	90,025	92,110	94,127
18	90,575	92,475	95,844	97,958	99,975
19	91,075	92,975	96,344	98,458	100,475

TEACHER SALARY GUIDES

YEAR 2 2021-2022

Step	BA	BA+30	MA	MA+30	PHD
1-2	53,905	55,855	59,105	61,230	63,255
3-6	54,155	56,105	59,355	61,480	63,505
7	54,740	56,690	59,940	62,065	64,090
8	55,585	57,535	60,785	62,910	64,935
9	57,165	59,115	62,365	64,490	66,515
10	58,840	60,840	64,140	66,225	68,242
11	60,565	62,565	65,865	67,950	69,967
12	62,440	64,440	67,740	69,825	71,842
12a	64,365	66,365	69,665	71,750	73,767
13	66,765	68,765	72,065	74,150	76,167
13a	69,415	71,365	74,665	76,750	78,767
14	72,915	74,865	78,165	80,250	82,267
15	76,465	78,415	81,715	83,800	85,817
16	80,265	82,265	85,565	87,650	89,667
17	84,920	86,920	90,220	92,305	94,322
18	90,575	92,525	95,844	97,958	99,975
19	91,575	93,525	96,844	98,958	100,975

TEACHER SALARY GUIDES

YEAR 3 2022-2023

Step	BA	BA+30	MA	MA+30	PHD
1	55,030	57,030	60,330	62,430	64,480
2-3	55,280	57,280	60,580	62,680	64,730
4-7	55,530	57,530	60,830	62,930	64,980
8	56,375	58,375	61,675	63,775	65,825
9	57,935	59,935	63,235	65,335	67,385
10	59,610	61,610	64,910	67,010	69,060
11	61,335	63,335	66,635	68,735	70,785
12	63,210	65,210	68,510	70,610	72,660
13	65,135	67,135	70,435	72,535	74,585
13a	67,535	69,535	72,835	74,935	76,985
14	70,125	72,125	75,425	77,525	79,575
14a	73,215	75,215	78,515	80,615	82,665
15	76,805	78,805	82,105	84,205	86,255
16	80,895	82,895	86,195	88,295	90,345
17	85,485	87,485	90,785	92,885	94,935
18	90,575	92,575	95,875	97,975	100,025
19	92,075	94,075	97,375	99,475	101,525

Guide Movement Chart			
BASE YEAR	YEAR 1	YEAR 2	YEAR 3
2019-20	2020-21	2021-22	2022-23
			1
	1	1-2	2-3
1-4	2-5	3-6	4-7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
10a	11a	12a	13a
11	12	13	14
11a	12a	13a	14a
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	18
16	17	18	19
17	18	19	19
18	19	19	19
<i>Read across to find placement on next year's guide</i>			

APPENDIX B

NON-RESIDENT TEACHER TUITION AGREEMENT

WHEREAS, the Board of Education of the Township of Denville (hereinafter referred to as the "Board") operates a kindergarten through eighth grade school district for students who are domiciled in the Township of Denville or are otherwise eligible for a free public school education in accordance with N.J.S.A. 18A:38-1;

WHEREAS, the Board has authorized the Superintendent of Schools to interview students who are not domiciled in the Township of Denville but are interested in enrolling in the Denville Public School District where there exists space in the grade or classes in question;

WHEREAS, _____ (student) is desirous of enrolling in the School of the Denville Public School District for the _____ school year; and

WHEREAS, the Board is willing to enroll said student in the Denville Public School District, provided the student pays the tuition set forth in this Agreement and complies with all of the rules and regulations of the school in which he/she is enrolled, the Denville Board of Education and the State Board of Education, and the laws of the State of New Jersey.

IT IS, THEREFORE, agreed by the parties that the following paragraphs shall constitute the terms and conditions of this Tuition Agreement:

1. The Board hereby agrees to enroll _____ (student) in the _____ School of the Denville Public School District for the school year and allow the student to attend classes associated with his/her level and participate in all activities of the school.

2. _____ (parent(s) names), the parent(s) of _____ (student),

hereby agree to pay the Board the sum of \$_____ as tuition for the privilege of allowing their child to attend classes in the Denville Public School District for the _____ school year.

3. The sum of \$_____ shall be paid to the Board Secretary as a deposit upon the signing of this Agreement. The balance of the tuition shall be paid in two equal installments. The first payment shall be paid to the Board Secretary no later than September 1, and the second payment shall be paid no later than January 1. In the event of late enrollment, tuition shall be prorated in accordance with the number of days remaining in the school year. Failure to make timely payments pursuant thereto shall result in the immediate exclusion of the student from the Denville Public School District. Non-resident employees of the Denville School system who enroll their children in the Denville public schools may elect to pay the tuition in ten (10) monthly payroll deductions.

4. The student hereby agrees and the parent(s) hereby agree to ensure that their child complies with the rules and regulations of the school in which he/she is enrolled, the Denville Board of Education, the State Board of Education, and the laws of the State of New Jersey. Failure to comply with the foregoing laws, rules and regulations shall result in the imposition of disciplinary action which may include the exclusion of the student from the Denville Public school District.

5. The parties hereto recognize that the student does not have the right to enroll in the Denville Public School District. Enrollment is a privilege which may be revoked by the Board at any time. Should the student be excluded from the Denville Public School District, the parent(s) shall immediately enroll their child in the school district in which they are domiciled or another public or private school.

6. If the parent(s) of _____ (student) do not pay the tuition due under Paragraph 3 when it is

due, _____ (student) shall be excluded. If excluded for nonpayment of tuition, the parent(s) of _____ (student) must also pay all costs, including reasonable attorney fees, related to the collection of any monies owed to the Board.

7. Nothing contained in this Agreement shall be construed to obligate the Board to renew this Tuition Agreement in any subsequent school year.

WITNESS:

PARENT/GUARDIAN

PARENT/GUARDIAN

CHILD (ADULT PUPIL)

Dated:

WITNESS:

BOARD OF EDUCATION OF
THE TOWNSHIP OF DENVILLE

Board Secretary

Superintendent of Schools

APPENDIX C

EXTRACURRICULAR GUIDE

The salaries of all teachers covered by the extra-curricular guide are set forth in the following schedule:

2020-2023	A	B
1 year	1,777	2,489
2 years	2,013	2,961
3 years	2,247	3,431
4 years or more (maximum)	2,489	4,256

* Rates reflect a one time 2% increase for 2017-18.

For the purpose of the Extra-Curricular Guide, the following activities shall be categorized as follows:

Extra-Curricular Activities

<u>A</u>	<u>B</u>
Club Advisor *(to be announced)	Chorus
	Director:
	Interscholastic/
	Intramural Athletic Program
Yearbook	Band (4-5)
Student Council	Band (6-8)
School Newspaper	Baseball
Literary Magazine	Basketball
Mathematics	Soccer
Art	Softball
Technology	Cheerleading
Science	Boys Cross Country
Computer	Girls Cross Country
K-Club	School Play/Musical
Safety Patrol	Wrestling
Builders Club	
Elementary Math Club	
Forensics	
Environmental Club	
Student Technology Club	
Assistant Coach	

APPENDIX C

EXTRACURRICULAR GUIDE

STIPENDS/HOURLY RATES

<u>Position</u>	<u>Stipend/Rate</u>
Battle of the Books	\$600
District Sustainability Coordinator	\$3,090
School Sustainability Coordinator	\$1,030

APPENDIX D

SECRETARY SALARY GUIDES

2020-2021			2021-2022		
Step	12 month	Dist. Wide	Step	12 month	Dist. Wide
1	53,225	63,620	1	54,853	65,248
2-5	53,980	64,375	2	55,608	66,003
6	54,735	65,130	3-6	56,363	66,758
7	55,490	65,885	7	57,118	67,513
8	56,245	66,640	8	57,873	68,268
9	57,000	67,395	9	58,628	69,023
10	57,755	68,150	10	59,383	69,778
11	58,510	68,905	11	60,138	70,533
12	59,265	69,660	12	60,893	71,288
13	60,020	70,415	13	61,648	72,043
14	60,775	71,170	14	62,403	72,798

2022-2023		
Step	12 month	Dist. Wide
1	56,655	67,055
2	57,410	67,810
3	58,165	68,565
4-7	58,920	69,320
8	59,675	70,075
9	60,430	70,830
10	61,185	71,585
11	61,940	72,340
12	62,695	73,095
13	63,450	73,850
14	64,205	74,605

APPENDIX E
AIDES SALARY GUIDES

<i>2020-2021</i>	Lunch/Bus Aide		<i>2021-2022</i>	Lunch/Bus Aide		<i>2022-2023</i>	Lunch/Bus Aide	
Step			Step			Step		
1	16.17		1	16.40		1	16.62	
2	16.27		2	16.50		2	16.72	
3	16.36		3	16.60		3	16.82	
4	16.45		4	16.70		4	16.92	
5-8	16.59		5	16.83		5	17.07	
9	16.99		6-9	17.23		6	17.45	
10	17.39		10	17.63		7-10	17.85	
11	17.79		11	18.03		11	18.25	
12	18.19		12	18.43		12	18.65	
13	18.59		13	18.83		13	19.05	

APPENDIX F

INSTRUCTIONAL AND LIBRARY AIDES SALARY GUIDES

2020-2021	<i>Denville Aides</i>		
Step	Aides	Teach. Cert	ABA cert.
1	23,576	23,776	23,876
2	23,776	23,976	24,076
3	23,976	24,176	24,276
4	24,176	24,376	24,476
5-8	24,416	24,616	24,716
9	24,871	25,071	25,171
10	25,446	25,646	25,746
11	26,126	26,326	26,426
12	26,901	27,101	27,201
13	27,776	27,976	28,076
OG	28,760	28,960	29,060

2021-2022	<i>Denville Aides</i>		
Step	Aides	Teach. Cert	ABA cert.
1	23,896	24,096	24,196
2	24,096	24,296	24,396
3	24,296	24,496	24,596
4	24,496	24,696	24,796
5	24,731	24,931	25,031
6-9	25,181	25,381	25,481
10	25,756	25,956	26,056
11	26,436	26,636	26,736
12	27,211	27,411	27,511
13	28,086	28,286	28,386
OG	29,070	29,270	29,370

2022-2023	Denville Aides		
Step	Aides	Teach. Cert	ABA cert.
1	24,391	24,591	24,691
2	24,591	24,791	24,891
3	24,791	24,991	25,091
4	24,991	25,191	25,291
5	25,226	25,426	25,526
6	25,676	25,876	25,976
7-10	26,251	26,451	26,551
11	26,931	27,131	27,231
12	27,706	27,906	28,006
13	28,576	28,776	28,876
OG	29,560	29,760	29,860

APPENDIX F CONT.

INSTRUCTIONAL AND LIBRARY AIDES SALARY GUIDES

In order to be eligible for the ABA Cert column, the instructional aide must meet the following criteria:

(1) The instructional aide is assigned to a position with the district requiring ABA techniques as defined in the approved ABA Instructional/Personal Aide Job Description; and

(2) The instructional aide must have one of the following areas from the Behavior Analyst Certification Board (BACB): RBT, BCaBA or BCBA

or

The instructional aide has completed 40 hours towards the Registered Behavior Technician (RBT) certification

**library aides are not eligible for the certification columns

Documentation of the certification must be provided to the Board for your personnel file

Instructional aides will receive extra pay only on the highest certification column for which they are qualified

APPENDIX G

DRIVER SALARY GUIDES

2020-2021				2021-2022			
Step	KD	AM	PM	Step	KD	AM	PM
1-2	7,030	9,840	9,840	1	7,225	10,115	10,115
3	7,060	9,885	9,885	2-3	7,255	10,155	10,155
4	7,090	9,925	9,925	4	7,280	10,190	10,190
5-8	7,130	9,990	9,990	5	7,305	10,225	10,225
9	7,210	10,120	10,120	6-9	7,390	10,345	10,345
10	7,370	10,360	10,360	10	7,555	10,575	10,575
11	7,600	10,710	10,710	11	7,785	10,900	10,900
12	7,925	11,170	11,170	12	8,110	11,355	11,355
13	8,320	11,735	11,735	13	8,505	11,920	11,920
OG3	9,530	15,620	15,620	OG3	9,715	15,805	15,805

2022-2023			
Step	KD	AM	PM
	7,355	10,295	10,295
1-2	7,380	10,330	10,330
3-4	7,430	10,400	10,400
5	7,480	10,470	10,470
6	7,540	10,555	10,555
7-10	7,695	10,775	10,775
11	7,925	11,095	11,095
12	8,250	11,550	11,550
13	8,645	12,105	12,105
OG3	9,855	15,990	15,990

APPENDIX H

CUSTODIAN SALARY GUIDES

<i>2020-2021</i>			
Step	Cust	Head Cust	Maint.
1	41,900	44,450	45,980
2	42,600	45,150	46,680
3	43,300	45,850	47,380
4	44,000	46,550	48,080
5-8	44,700	47,250	48,780
9	45,545	48,095	49,625
10	46,585	49,135	50,665
11	48,060	50,610	52,140
12	49,585	52,135	53,665
13	51,160	53,710	55,240
14	52,785	55,335	56,865
15	54,460	57,010	58,540

<i>2021-2022</i>			
Step	Cust	Head Cust	Maint.
1	42,515	45,065	46,595
2	43,315	45,865	47,395
3	44,115	46,665	48,195
4	44,915	47,465	48,995
5	45,715	48,265	49,795
6-9	46,615	49,165	50,695
10	47,865	50,415	51,945
11	49,325	51,875	53,405
12	50,815	53,365	54,895
13	52,330	54,880	56,410
14	53,870	56,420	57,950
15	55,440	57,990	59,520

APPENDIX H CONT.

CUSTODIAN SALARY GUIDES

2022-2023			
Step	Cust	Head Cust	Maint.
1	43,125	45,675	47,210
2	44,205	46,755	48,290
3	45,310	47,860	49,395
4	46,445	48,995	50,530
5	47,605	50,155	51,690
6	48,795	51,345	52,880
7-10	50,015	52,565	54,100
11	51,265	53,815	55,350
12	52,545	55,095	56,630
13	53,860	56,410	57,945
14	55,205	57,755	59,290
15	56,585	59,135	60,670

APPENDIX I

MECHANICS SALARY GUIDES

2020-2021			2021-2022		
Step	Mech	Head Mech	Step	Mech	Head Mech
1	71,575	75,145	1	72,280	75,850
2	72,275	75,845	2	73,180	76,750
3	72,975	76,545	3	74,080	77,650
4	73,675	77,245	4	74,980	78,550
5-8	74,375	77,945	5	75,880	79,450
9	75,075	78,645	6-9	76,780	80,350
10	75,775	79,345	10	77,680	81,250
11	77,275	80,845	11	78,580	82,150
12	79,275	82,845	12	80,575	84,145
13	81,275	84,845	13	82,575	86,145

2022-2023		
Step	Mech	Head Mech
1	73,000	76,570
2	74,100	77,670
3	75,200	78,770
4	76,300	79,870
5	77,400	80,970
6	78,500	82,070
7-10	79,600	83,170
11	80,700	84,270
12	81,800	85,370
13	83,800	87,370

APPENDIX J

TECHNOLOGY SALARY GUIDES

2020-2021			2021-2022		
Step	Tech	Net Eg	Step	Tech	Net Eg
1	74,830	78,400	1	76,430	80,000
2-5	76,040	79,610	2	77,665	81,235
6	77,250	80,820	3-6	78,900	82,470
7	78,460	82,030	7	80,135	83,705
8	79,690	83,260	8	81,370	84,940
9	80,920	84,490	9	82,600	86,170
10	82,150	85,720	10	83,830	87,400
11	83,380	86,950	11	85,060	88,630
12	84,610	88,180	12	86,290	89,860
13	85,840	89,410	13	87,520	91,090

2022-2023		
Step	Tech	Net Eg
1	78,215	81,785
2	79,465	83,035
3	80,715	84,285
4-7	81,965	85,535
8	83,215	86,785
9	84,465	88,035
10	85,715	89,285
11	86,965	90,535
12	88,215	91,785
13	89,465	93,035

APPENDIX K

DENVILLE TOWNSHIP
SCHOOLS

Certification of Makeup for
Missed In-Service Workshops for Support Staff

When a Support Staff member has missed a required workshop, they are to:

- Meet with their Supervisor/Principal within two weeks of returning to work
- Review the training materials/handouts
- Employee signs below to indicate receipt of handouts

This to verify that _____ has received the required training
(Name)
that he/she missed on _____ about _____
(Date) (Subject Matter)

(Employee Signature)

(Supervisor's Signature)

Date:

Send to Board Office for insertion in Employee's Personnel File

ADDENDUM TO MEMORANDUM OF AGREEMENT

Denville Board of Education

- and -

Denville Education Association

Letter of Understanding

The Denville Board of Education and the Denville Education Association understand the need, on a limited scope, to provide outside coverage for dismissal in all three schools. These teachers will not serve as "traffic cops" but will assist in an orderly dismissal procedure. The Board of Education does not intend that this practice become widespread within the district. As such, this position alone (one in each building) will be compensated as an extra duty and will be compensated as such. The position will be posted in each building. If there is more than one volunteer in each building a rotation schedule shall be established. It is understood that should this practice need to be amended, the Board of Education and the Denville Education Association will convene a committee to review the implementation of the practice within the district.

In witness whereof the parties have affixed their signatures:

FOR THE BOARD

FOR THE ASSOCIATION

Witness

Witness
