COLLECTIVE NEGOTIATION AGREEMENT



between

The Dumont Board of Education

and

The Dumont Education Association, Inc.

X July 1, 1986 to June 30, 1989

TABLE OF CONTENTS

		Page
	Preamble	1
ARTICLE I	Recognition	1
ARTICLE II	Negotiation Procedure	2
ARTICLE III	Rights of the Parties	3
ARTICLE IV	Printing of this Agreement	3
ARTICLE V	Grievance Procedure	4
ARTICLE VI	Management Rights Clause	7
ARTICLE VII	Payroll Deductions	7
ARTICLE VIII	Salary Guides (Appendix)	21
ARTICLE IX	Involuntary Transfer	9
ARTICLE X	Sick Leave	9
ARTICLE XI	Extended Sick Leave	11
ARTICLE XII	Personal Leave	11
ARTICLE XIII	Bereavement	12
ARTICLE XIV	Leave of Absence (Without Pay)	12
ARTICLE XV	Child-Bearing and Child-Rearing Leave	13
ARTICLE XVI	Performance of Legal Responsibilities	13
ARTICLE XVII	Military Leave	14
ARTICLE XVIII	Sabbatical Leave	15
ARTICLE XIX	Health Benefits and Insurance	17
ARTICLE XX	Work Year and Work Day	18
ARTICLE XXI	Severance Pay	19
ARTICLE XXII	Duration of Agreement	19
	Appendix	21

Preamble

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123, P.L. of 1974, this agreement is made and entered into on this 23rd day of October, 1986, by and between the Dumont Board of Education (hereinafter referred to as the "board"), and the Dumont Education Association, Inc. (hereinafter referred to as the "association").

The parties to this agreement are committed to a policy of non-discrimination based on race, color, creed, religion, sex, ancestry, national origin, handicap, and/or socio/economic status.

Article I

Recognition

The board of education recognizes the Dumont Education Association as the exclusive negotiating representative for the following certificated personnel: teachers, school psychologists, social workers, nurses, extracurricular advisers, athletic coaches and hourly supplemental teachers.

The following employees are specifically excluded from the provisions of this agreement:

Superintendent of schools Assistant to the superintendent of schools Administrative assistants Secretary to the board of education/business administrator **Principals** Vice-principals Custodians Secretaries and clerks Cafeteria personnel Teacher aides Substitute teachers Director of buildings and grounds Custodian of school moneys Summer school personnel Per diem personnel Supervisors of instruction Director of special services Director of curriculum, instruction and supervision

The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the negotiation unit as above defined.

Article II

Negotiation Procedure

- A. All communications between the parties relating to this agreement shall be made in writing, addressed and given to the president and negotiation chairperson of and for the association and to the superintendent of schools on behalf of the board.
- B. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than October 1, or in accordance with the timetable set by PERC of the calendar year preceding the calendar year in which this agreement expires. The starting date may be waived in writing by mutual agreement of both parties. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the board and association, in accordance with Section E, below.
- C. The parties agree to utilize the services of a competent person acceptable to both parties to keep the minutes of the negotiation sessions. The cost for said services shall be borne equally by the board and the assocation.
- D. The proposals of the association presented on or before the date when negotiations begin will represent all the proposals of the association.
- E. The execution of the successor agreement by the parties hereto shall take place after ratification of the provisions herein by the association and by the board at its next regular or special meeting following the ratification by the association.
- F. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.
- G. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Rights of the Parties

- A. It is expressly understood that this contract shall be binding upon the board of education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America, and shall not impair the rights of any individual under Article I, Section 19, of the New Jersey State Constitution.
- B. It is understood by all parties that the board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, except as limited in this contract and/or applicable law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.
- C. Pursuant to Chapter 123, Public Laws of New Jersey 1974, the board hereby agrees that every teacher of the board shall have the right to organize, join and engage in collective negotiation and other lawful activities for mutual aid and protection. The board agrees that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his/her membership in the association and his/her participation in any legal activities of his/her association, or his/her institution of any grievance with respect to any terms or conditions of employment.
- D. Duly authorized representatives of the teacher organization may be given permission to transact official teacher organization business on school property at such time and place as the administration deems reasonable so as not to interfere with or interrupt normal school operations.
- E. In the use of buildings by the association, the board of education may make a reasonable charge when special custodial service is required.
- F. The association may use school equipment when not otherwise in use in accordance with board policy. Supplies in connection with such equipment use will be furnished by the association.

Article IV

Printing of This Agreement

The cost of producing five hundred (500) copies of this agreement shall be equally divided between the board and the assocation.

Article V

Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by a teacher or the association based upon a claimed loss, injury or inconvenience as the results of an alleged violation, misinterpretation, or inequitable application of any existing board policy, provision of this agreement, or administrative decision affecting a teacher's terms and conditions of employment.

B. Purpose

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

C. Procedure

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.
- 2. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth here shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
- Level One: Any teacher, or the association, who has a grievance shall first discuss it with his/her principal or immediate superior in an attempt to resolve the matter informally at that level.
- 4. Level Two: If as a result of the discussion at Level one, the matter is not resolved to the satisfaction of the teacher or association within five (5) school days after presentation of the grievance at Level One, he/she shall set forth his/her grievance, in writing, to the principal, specifying: the alleged violation, misinterpretation, or inequitable application, the date of the occurrence, the relief sought. Copies shall be sent to the superintendent and the association. The principal shall communicate his/her decision to the teacher, superintendent of schools, and the association, in writing, within five (5) school days of receipt of the written grievance. A school day shall be defined as any day in which the school is officially in session.

- 5. Level Three: The teacher or association may, within five (5) school days after receiving the principal's decision, appeal the principal's decision to the superintendent of schools or his designee. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days after receiving the appeal. The superintendent shall communicate his/her decision in writing, along with supporting reasons, to the teacher, the principal and the association.
- 6. Level Four: If the grievance is not settled to the satisfaction of the teacher after reaching the superintendent, the matter may be referred to the association for consideration. This referral for consideration must be made within five (5) school days. The association's grievance committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the teacher and the superintendent in writing of that determination.

If the association determines that the grievance has, or may have merit, it shall recommend that the grievance be heard by the board of education. If the association determines that the grievance is without merit, the teacher shall retain the right to appeal, in writing, to the board of education. The request, in either case, shall be submitted, in writing, within five (5) school days through the superintendent of schools, who shall attach all related papers and forward the request to the board of education.

The board of education shall review the grievance and may, at its option, hold a hearing if a hearing has been requested. The board shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance.

Level Five: If the association is not satisfied with the disposition of the grievance by the board, the association may, within ten (10) school days after receiving the decision of the board, submit the grievance to arbitration by requesting a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the AAA. The superintendent shall receive a copy of the demand for arbitration. The arbitrator so selected shall confer with representatives of the board and the association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall be without power or authority to make a decision which violates the terms of this agreement. The arbitrator shall be without power to add to, delete from, or modify this agreement. He/she shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted. The decision shall be submitted to the board, the association and the aggrieved, and shall be binding with respect to grievances involving the alleged violation, interpretation or inequitable application of the expressed provisions of the contract, and shall be advisory with respect to all other matters.

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the board and the association.

8. Failure to File: A grievance to be considered under this procedure must be initiated within thirty (30) school days of this occurrence or impact on the individual. Failure to file or advance a grievance within a specified time limit shall constitute a waiver of the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

D. Rights to Teachers to Representation

With respect to personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. The teacher shall have the right to present his/her own appeal or designate representatives of the association to appear with him/her or for him/her at any step in his/her appeal. When an individual is not represented by the association, the association shall have the right to be present and informed at all stages of the grievance procedure.

E. Miscellaneous

- Decisions rendered at levels two, three and four of the grievance procedure shall be in writing, setting forth the decision and the reasons for the decision.
- 2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the superintendent and the association and given appropriate distribution by both parties so as to facilitate operation of the grievance procedure.
- 4. No teacher shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance.
- 5. All certificated personnel including the grievant shall continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined. Any case of violation shall be regarded as evidence of conduct unbecoming a teacher within the purview of the tenure of office act.

- 6. Any grievance supported by the association and not resolved to the satisfaction of the teacher or party-of-interest, after review by the board, may, at the written request of the association, be submitted to arbitration, as specified in section C7 of this article, except in the case of a grievance involving any of the following points:
 - a. A method of review is prescribed by law or state board rule having the force and effect of law, or any regulation of the state commissioner of education, or any matter which, according to law, is either beyond the scope of board authority or limited to action of the board alone.
 - b. A complaint of a non-tenured teacher that arises by reason of his/her not being re-employed.
 - c. A complaint by any teacher occasioned by appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.
- 7. Grievances affecting teachers in more than one building shall be initiated at the superintendent's level.

Article VI

Management Rights Clause

It is understood by all parties that, under the rulings of the courts of New Jersey and the state commissioner of education, the board of education is forbidden to waive any rights or powers granted by law.

Article VII

Payroll Deductions

A. Pursuant to the provisions of Chapter 310, P.L. 1967, and the rules of the state board of education, the board agrees to deduct from the salaries of the teachers, dues for the D.E.A., B.C.E.A., N.J.E.A., and N.E.A. The association will not seek to change the sums of money to be deducted for dues more than once in any one school year. The association agrees to give the board thirty (30) days' written notice prior to the effective date of any change in dues rate.

B. Agency Fee

- 1. If a teacher 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 services rendered by the association as majority representative. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
- 2. The board agrees to deduct from the salary of any teacher who is not a member of the association for the current membership year, the full amount of the representation fee set forth in Section 1, above. The board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin sixty (60) days after the teacher begins his/her employment in a bargaining unit position.

3. <u>Termination of Employment</u>

If a teacher who is required to pay a representation fee terminates his/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. Indemnification

The association will indemnify and hold harmless the board of all legal costs, fees and other costs arising from any action brought by a teacher regarding the agency fee provision. Said indemnification is predicated on the board complying with the contractual provisions and applicable law.

- C. The board agrees to deduct from the salaries of the teachers in the bargaining unit any legal deductions, as authorized by individual teachers. Once initiated, a payroll deduction authorized under this section may only be changed effective January 1 or July 1.
- D. Prior to making such deductions from the salary of any teacher, the business administrator must have in his/her records, a current writing, executed by the teacher, authorizing such deductions.
- E. When the board makes a deduction for dues or other authorized payroll deductions which are transmitted directly to the association, the board shall remit same to the association no later than thirty (30) days from the date such deductions were made.

Article VIII

Salary Guides - Certificated Personnel

See appendix

Article IX

Involuntary Transfer

- A. An involuntary transfer for the purposes of this article is meant to be a change in building assignment.
- B. The following procedures shall be followed when making involuntary transfers:
 - 1. Notice of involuntary transfer shall be given prior to June 30th whenever possible.
 - Teachers being involuntarily transferred may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.

Article X

Sick Leave

A. Definition of Sick Leave - 18A:30-1

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

- B. Absence of all full-time teachers shall be governed by state law and the following detailed provisions:
 - 1. Sick leave with pay shall be granted to all full-time teachers in accordance with the following schedule:

- a. 10 days per year of employment for those on a tenmonth contract.
- b. 12 days per year for each year of employment for those on a twelve-month contract.
- c. Teachers employed after the start of the school year shall be granted one (1) day of sick leave per month worked. The full number of days shall be credited on the first day of employment, whether or not the individual reports for work on that day.
- 2. For absences of three days or less, the teacher must file, with the building principal, a signed statement showing dates and reason for absence immediately upon his/her return to employment.
- Absences beyond a three-day period require a doctor's certificate. These certificates are to be attached to the sick leave form and forwarded to the office of the superintendent.
- 4. If any teacher requires, in any school year, less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized shall be accumulative, to be used for additional sick leave in subsequent years. (18A:30-3)
- 5. Whenever a teacher is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of, and in the course of his/her employment, the board of education shall pay to such teacher the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. (18A:30-2.1)
- 6. In cases where full salary is paid by the board of education during periods of absence covered by Workmen's Compensation, the teacher shall endorse the Workmen's Compensation checks to the board of education. (18A:30-2.1)
- In cases where a teacher must leave school during the regular hours for personal illness or other emergency, the following rules shall apply:
 - a. Prior to two (2) full hours, deduction of a full school day in either pay or time.
 - b. More than two (2) hours, but less than five and one-half $(5\frac{1}{2})$ hours, deduction of either one-half $(\frac{1}{2})$ day in pay or time.
 - c. Over five and one-half $(5\frac{1}{2})$ hours, no loss of pay or time.

- 8. For absences where no provision for payment has been made, salary will be deducted as follows:
 - a. 10 month teachers daily rate of 1/200 of yearly salary
 - b. 12 month teachers daily rate of 1/260 of yearly salary

Article XI

Extended Sick Leave

Prolonged Absence Beyond Sick Leave Period

In accordance with Statute 18A:30-6 - Prolonged Absence Beyond Sick Leave Period.

Article XII

Personal Leave

- A. In an effort to prevent undue hardship to individual staff members who must be absent from school to attend to urgent personal business, three (3) days of personal leave without deduction in salary will be provided for each year of regular employment. Such leave shall not be cumulative.
- B. The intent of the board of education is that these days be used for urgent personal business which cannot be attended to conveniently on a day or time other than a school day.
- C. Requests for leaves of this nature shall be submitted to the principal or immediate supervisor for his/her recommendation forty-eight (48) hours in advance. Emergency requests will be submitted via the substitute call service and the teacher shall be required to submit the reason for the emergency request on the first day that he/she returns to work.
- D. Reasons for leave in this category are illness in the family, religious holidays, death of friends, graduation of members of the immediate family, house closing or moving, and any undue hardships caused by circumstances beyond the control of the teacher.
- E. One personal leave day shall be granted without the need to designate a reason. For the other two (2) days of personal leave, the reason must be stated and it is understood that leave shall not be taken prior to or following a school holiday, with the following exceptions:

- In extenuating situations, a leave may be granted prior to or following a school holiday. The superintendent may, in his/ her discretionary power, grant personal leave. However, a refusal to grant leave under this exception is not grievable.
- Personal leave is not to be used as an extension of vacation time.
- 3. In the application for personal leave day request prior to or after a school holiday period, said request is to go directly from the teacher to the superintendent.
- F. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the superintendent of schools.
- G. Any undue hardships caused by circumstances beyond the control of the teacher and not covered in this article may be reviewed by the superintendent upon request of the teacher. The superintendent may, if he/she deems it necessary, grant an adjustment of leave beyond the terms of this article.

Article XIII

Bereavement

- Five (5) days' leave with pay are allowed for death in the immediate family. For purposes of definition regarding absence, the immediate family includes: husband, wife, child, or the father, mother, brother, sister, or relatives by marriage in the same degree of relationship, except as noted below.
- Three (3) days' leave with pay are allowed for death of grandparent, grandchild, brother/sister-in-law, or other relative living in the teacher's household.
- One (1) day's leave with pay is allowed for reason of death of a relative other than those specified above.

Article XIV

Leave of Absence (Without Pay)

A leave of absence without pay of up to one school year may be granted by the board for good reason, upon the recommendation of the superintendent of schools.

Article XV

Child-Bearing and Child-Rearing Leave

- A. During the period of actual disability related to pregnancy, teachers may, at their option, utilize regular sick leave. The board may require, as a condition of the teacher's return to service at the conclusion of the period of disability, production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
- B. The board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with child birth or commencing on a mutually agreeable date following the birth of the child, to any teacher upon request, in accordance with applicable statutes, regulations, and state agency decisions, for the balance of the school year in which the leave is requested. In addition, teachers shall, upon written request, be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which the leave is requested to commence for non-tenured teachers, unless the board otherwise elects.
- C. In the event that a teacher's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early re-instatement by filing a written request therefore with the superintendent, accompanied by a physician's certification that she is medically able to resume, or continue to perform, her duties. The board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be re-instated. The board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
- D. Teachers adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier, if required for adoption. The board reserves the right to set the term of the leave, within reasonable limits, in the best interest of the school.

Article XVI

Performance of Legal Responsibilities

Leave for the performance of a civic duty in serving on a petit or grand

jury when required by law shall be granted, providing a letter confirming the purpose of such leave from a sheriff, court, or United States Attorney, depending upon jurisdiction, is filed with the superintendent of schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court or other valid subpoena may be allowed without loss of pay, dependent upon circumstances and at the discretion of the superintendent of schools.

Article XVII

Military Leave

A. Request for Leave

Any permanent teacher of the Dumont Public Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave.

B. Reinstatement

The teacher shall be reinstated to a position in the school system with full credit, including the annual increment, in accordance with law, under the salary schedule, upon meeting the following conditions:

- That he/she is physically and mentally capable of performing the duties of his/her former position.
- That he/she has retained proper certification for that position.
- 3. That he/she makes written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and that such request is no later than ninety (90) days following his/her date of separation or discharge from active military service.
- 4. That he/she has furnished proof of an honorable discharge or separation from military service.

C. Reserve Military Training

Any permanent teacher shall be granted leave, up to a maximum of two (2) weeks per year, for reserve military training. Such leave shall not be counted against accumulated vacation time. A teacher on reserve training leave shall be paid by the school district at his/her regular rate of the normal work week, less such military pay allowances except travel allowance, which he/she shall receive

for such training. The teacher shall provide the office of the business administrator with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

Article XVIII

Sabbatical Leave

A. Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. Sabbatical leave is a privilege granted to teachers for their professional advancement so that they may better serve the school district. The granting of a sabbatical leave to any teacher shall be at the discretion of the board of education, based upon the recommendation of the superintendent.

B. Eligibility

- 1. Any teacher who has completed at least seven (7) successive years of satisfactory service in the Dumont Public Schools may, upon the recommendation of the superintendent, be granted a leave of absence for one (1) school year for the approved purpose, as determined by the board of education.
- Subsequent leaves will not be authorized until one shall have re-established eligibility by serving another period of seven (7) continuous years of service.
- Not more than one percent (1%) of all teachers in the system may be granted sabbatical leave during the same school year.

C. Application for Leave

- Application for sabbatical leave shall be submitted to the superintendent on or before November 15 of any year. If approved, such leave shall become effective at the beginning of the succeeding school year.
- Application shall be made upon a regular blank form prescribed by the superintendent and shall state clearly the major purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
- Each applicant shall be notified, in writing, by the superintendent not later than February 28th of the decision of the board.

D. Conditions of Leave

- If an applicant for sabbatical leave is favorably considered, the applicant will then present to the superintendent a statement of condition of health from a licensed physician.
- 2. As a condition to being granted leave, the teacher shall enter into a contract prescribed by the board to continue in the service of the board of education for a period of at least three (3) full academic years immediately following the year in which the sabbatical leave is taken.
- 3. If the teacher fails to continue in the service of the district after such leave of absence, said teacher shall repay to the board a sum of money equal to the amount of salary received while on leave, unless such teacher is incapacitated, has been discharged or has been released from his/her obligations for good and sufficient reasons by the board of education.
- 4. A teacher on sabbatical leave shall confirm to the superintendent on or before March 1 of that year his/her intention to return to duty at the start of the following school year. A failure to give such notification by March 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the board. In the event of failure to give notice of intent to return, salary payments shall be terminated and the repayment process described in sections D2 and 3 shall begin.

E. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement and contributions by the teacher to the retirement fund and shall continue as usual during that period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increments just as though the teacher had actively engaged in teaching.

F. Illness or Accident

In the event that the program being pursued by a teacher on sabbatical leave should be interrupted by serious accident or illness to the teacher during such leave, as shown by satisfactory evidence to the superintendent, such an interruption shall not constitute a breach of the conditions of such leave or prejudice a teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the superintendent was notified by registered letter of such accident or illness within ten (10) days of its occurrence.

G. Forfeiture of Leave

If the superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he/she shall immediately report this fact to the board of education and the

board may terminate the leave of absence as of the date of its abuse, after giving the teacher an opportunity to be heard.

H. Sabbatical Leave to Maternity Leave

If a teacher on sabbatical leave should ascertain that she is pregnant, she shall immediately report this fact to the superintendent and shall be transferred from sabbatical leave to maternity leave of absence, effective from the date upon which she would have been required to accept leave of absence under the board's rules regulating maternity leaves.

I. Reinstatement

At the expiration of a sabbatical leave, the teacher shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon, provided conditions do not arise which, in the judgement of the board, indicated the desirability of changing such employee's location and type of work.

Presentation of a written report satisfactory to the superintendent, in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom, is required.

If the leave is taken during a first semester, the report is due by March 30 of the following semester; if the leave is taken during the second semester or for the entire year, the report is due by the following September 30.

J. Salary

The salary granted a teacher on sabbatical leave shall be one-half $(\frac{1}{2})$ of the contractual salary to which he or she would have been entitled had the teacher not been on leave, less the regular deductions approved by the board of education.

Salary checks shall be issued to a teacher on sabbatical leave as per the salary payment policy for all teachers in the Dumont Public School System.

Teachers on leave of absence shall not associate for compensation with any person, persons, or organization during his approved leave of absence unless the board approves such association as beneficial to this school system and only upon the condition prescribed by the board.

Article XIX

Health Benefits and Insurance

A. The board agrees to provide, without cost to the teacher, the following:

The Public and School Employees Health Benefits Program, administered through the New Jersey Division of Pensions, or its equivalent, under individual or family plan, whichever is applicable to the employee.

Carrier will be chosen by the board.

2. Dental Plan

The board shall provide the funds necessary to implement full dental plan coverage, including orthodontics, under individual or family plan, whichever is applicable to the employee, for the period of this agreement.

Carrier will be chosen by the board.

3. Optical Plan

The board shall pay the cost of a family optical plan. The board's premium cost shall be limited to the rate in effect on July 1, 1987.

Carrier will be chosen by the board.

- 4. The board shall reimburse a teacher for the reasonable cost of any clothing or other property being worn that is damaged or destroyed as a result of an assault on a teacher while a teacher was acting in the discharge of his/her duties.
- B. 1. Teachers who voluntarily withdraw from or waive enrollment if not previously enrolled in the insurance coverage provided in Section Al above, shall be paid as follows in June of each school year:
 - a. \$1,000 if the teacher would be or was a family enrollee.
 - b. \$500 if the teacher would be or was a single or husband/ wife enrollee.
 - 2. The above amounts are for a twelve (12) month period and shall be prorated for shorter periods.
 - Teachers who withdraw from or waive enrollment in the insurance plan specified in Section A1 above shall be permitted to reenroll or enroll in accordance with the regulations of the insurance carrier.

<u>Article XX</u>

Work Year and Work Day

- A. The in-school work year for teachers shall be one hundred eighty-five (185) days, which shall include one (1) orientation day.
- B. When a teacher is denied a preparation period due to a combination

of both an absence for an approved reason and the board's failure or inability to retain a substitute teacher in situations in which the board employed a substitute during the previous school year, the teacher losing the preparation period shall be paid \$8.00.

- C. Child study team members and traveling special subject teachers shall be paid \$.20 per mile for all travel required after their initial daily assignments. Youchers will be submitted twice per year.
- D. Effective September 1, 1987, teaching staff members (grades K-6) will be required to attend one fall and one spring parent conference night. These teaching staff members shall be permitted to depart after a minimum length school day on the Friday following the parent conference night. The time required of teaching staff members on parent conference night shall not exceed two and one-half (2½) hours.

Article XXI

Severance Pay

- A. Teachers who retire and qualify for immediate TPAF pension benefits shall be eligible for severance pay, provided the teacher has spent a minimum of ten (10) years in the school district.
- B. Severance pay shall be determined by multiplying thirty (\$30) dollars times the number of unused sick and personal leave days accumulated by the teacher at the time of retirement. Effective July 1, 1987, the rate shall increase to thirty-five (\$35) dollars. Effective July 1, 1988, the rate shall increase to forty (\$40) dollars. Accumulated sick leave days shall be based on the teacher's total time of employment in the district. The accumulation of unused personal days shall begin with days earned since September 1, 1983.
- C. Severance pay checks shall be issued not later than July 15th of the school year following the school year in which the teacher retires.
- D. In the event that a teacher retires and dies prior to receipt of the severance paycheck, the money shall be paid to the teacher's estate.

Article XXII

Duration of Agreement

This agreement shall be effective and made retroactive to July 1, 1986, and shall continue in effect until June 30, 1989. This agreement shall

not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Dumont Education Association, Inc.

Dumont Board of Education

Mesident

Negotiating Committee

Negotiating Committee

<u>Appendix</u>

Article_VIII

Salary Guides - Certificated Personnel

The board of education agrees that the salary guides attached hereto shall apply to all teachers within the unit covered by this agreement.

- 1. Eligibility requirements salary classification
- 2. Teachers' salary quide 1986-87, 1987-88, 1988-89
- 3. Extra-curricular salary guide 1986-87, 1987-88, 1988-89
- 4. Athletic coaches' salary guide 1986-87, 1987-88, 1988-89

Eligibility Requirements - Salary Classification

A. Salary Class

- 1. Bachelor's degree.
- Bachelor's degree plus 30 approved graduate credits, or bachelor's degree plus 24 approved graduate credits and 6 approved in-service credits.
- 3. Master's degree.
- 4. Master's degree plus 30 approved graduate credits. Eight approved in-service credits may be applied in lieu of 8 graduate credits in moving from the master's level to the master's plus 30 level.

B. Qualifications for Advancement on the Salary Guides

- 1. No college courses will be accepted for credit to advance to the 5th, M.A., or M.A. plus 30 level on the teacher's salary guide unless these courses be of graduate standing.
- 2. Advancement to the M.A. plus 30 level will not be permitted unless a master's degree has previously been earned. In other words, teachers advanced to the M.A. plus 30 level must first earn a master's degree, and then present 30 graduate credits earned after receiving the M.A.
- Courses for the purpose of satisfying teacher certification requirements may not be used for advancement to any level of the salary guide.

- 4. In-service credit for advancement to the 5th or M.A. plus 30 level on the salary guide may be approved by the superintendent of schools, if, in his/her opinion, the course, workshop, or institute pertains to the subject matter field in which the teacher is certified, and if, in his/her opinion, the quality of the course, workshop or institute warrants such credit.
- 5. Credit for in-service workshops or institutes may be given upon the advanced approval of the superintendent of schools. The amount of credit given shall be determined in the same manner as is graduate work in a college:

12 hours - 1 credit 24 hours - 2 credits 36 hours - 3 credits

- 6. The superintendent of schools shall determine how many semester hours credit shall be awarded. Teachers shall request the superintendent for tentative approval and an evaluation of the amount of credit which will be awarded before enrolling in a course, workshop, or institute.
- 7. Presentation of an official transcript or transcripts to the superintendent of schools for his/her evaluation and approval must be made before a teacher may qualify for advancement to the 5th, M.A., or M.A. plus 30 level.
- 8. Salary advances will be made at the usual contract time for the issuance of contracts to all teachers for the forthcoming year. Those teachers who have not submitted evidence by April 1 must submit full documentation prior to September 30 and will be advanced retroactive to September 1.

Dumont Public Schools Dumont, New Jersey

Teachers' Salary Guide

1986-87

Step	<u>B.A.</u>	B.A.+30	M.A.	M.A.+30
1	\$19,800	\$20,240	\$20,910	\$23,120
2	20,200	20,740	21,460	23,670
3	20,460	21,240	22,010	24,220
4	20,570	21,730	22,560	24,770
5	20,890	22,230	23,120	25,330
6	21,780	23,310	24,250	26,570
7	22,770	24,390	25,050	27,760
8	23,880	25,470	26,270	28,950
9	24,940	26,460	27,460	30,030
10	25,730	27,340	28,370	31,230
11	26,680	28,350	29,440	32,340
12	27,840	29,580	30,740	33,710
13	29,080	30,890	32,120	35,160
14	30,310	32,190	33,500	36,610
A	33,250	35,250	36,850	39,940
В	33,810	35,780	37,470	40,480

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Dumont Public Schools Dumont, New Jersey

Teachers' Salary Guide

		1987-88		
Step	<u>B.A.</u>	B.A.+30	<u>M.A.</u>	M.A.+30
1	\$21,600	\$22,090	\$22,810	\$25,220
2	22,020	22,510	23,250	25,710
3	22,460	23,060	23,860	26,320
4	22,750	23,610	24,470	26,930
5	22,880	24,170	25,090	27,550
6	23,230	24,720	25,700	28,160
7	24,220	25,920	26,970	29,550
8	25,320	27,120	27,850	30,870
9	26,510	28,270	29,160	32,140
10	27,690	29,370	30,480	33,330
11	28,560	30,350	31,490	34,660
12	29,620	31,470	32,680	35,900
13	30,910	32,840	34,120	37,420
14	32,270	34,290	35,650	39,030
A	35,610	37,770	39,490	42,820
В	36,240	38,390	40,220	43,550

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Dumont Public Schools Dumont, New Jersey

Teachers' Salary Guide

1988-89

<u>Step</u>	<u>B.A.</u>	B.A.+30	<u>M.A.</u>	M.A.+30
1	\$23,360	\$23,870	\$24,660	\$27,270
2	24,300	24,850	25,660	28,380
3	24,770	25,320	26,150	28,920
4	25,270	25,940	26,840	29,610
5	25,600	26,570	27,530	30,300
6	25,740	27,190	28,230	30,990
7	26,140	27,810	28,920	31,690
8	27,240	29,160	30,340	33,240
9	28,360	30,370	31,190	34,570
10	29,690	31,660	32,660	35,990
11	31,010	32,890	34,130	37,330
12	31,990	33,990	35,270	38,820
13	33,180	35,250	36,600	40,200
14	34,620	36,780	38,220	41,910
A	38,280	40,600	42,420	46,020
В	38,960	41,280	43,220	46,830

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Dumont Public Schools Coaches' Salary Guide

1986-87

Activity	1	2	3	4
				
Football Head	\$2308	\$2718	\$3129	\$ 35 39
1st assistant	1694	1950	2206	2463
Assistant (2)	1540	1769	2000	2231
Assistant freshmen (2)	1462	1590	1720	1849
Soccer				
Head	2088	2320	2578	2865
Assistant	1385	1551	1656	1841
Cross Country				
Coordinator	1556	1729	1921	2135
Assistant	1077	1233	1386	1540
Basketball				
Head	2117	2353	2615	2905
Assistant	1540	1733	1925	2117
Freshmen	1385	1475	1564	1655
Wrestling				
Head	2103	2337	2596	2885
Assistant	1462	1616	1770	1925
D-: 11-				
Bowling Head	1185	1330	1475	1620
nead	1100	1000	1175	1020
Baseball .	1000	0000	0467	07.41
Head	1998	2220	2467	2741
Assistant Freshmen	1385 1385	1564 1564	1745 1745	1925 1925
i i estaneti	1303	1304	1743	1923
Track	2076	2240	2617	2005
Coordinator 1st assistant	2076 1540	2348 1630	2617 1720	2885 1808
Assistant (5)	1385	1475	1564	1655
• •	1000	21,7	2001	1000
<u>Golf</u>	1005	1240	1400	1655
Head	1205	1340	1490	1655
Volleyball				
Head	2076	2231	23 85	2541
Assistant	1385	1564	1745	1925
Softball .				
Head	2076	2231	2385	2541
Assistant	1 3 85	1564	1745	1925
Assistant Athletic Director	1540	1795	2051	2309
naaratant Minietit Director	1340	1/33	2031	2303

Dumont Public Schools Coaches' Salary Guide

1987-88

Activity	1_	2	3	4
Football				
Head	25 15	2962	3410	3857
1st assistant	1846	2125	2404	2684
Assistant (2)	1678	1928	2180	2431
Assistant freshmen (2)	1593	1733	1874	2015
Soccer				
Head	2275	2528	2810	3122
Assistant	1509	1690	1805	2006
Cross Country				
Coordinator	1696	1884	2093	2327
Assistant	1173	1343	1510	1678
Basketball				
Head	2307	2564	2850	3166
Assistant	1678	1888	2098	2307
Freshman	1509	1607	1704	1803
Uncetline				
Wrestling Head	2292	2547	2829	3144
Assistant	1593	1761	1929	2098
ASSISTANT	1333	1,01	1727	2030
Bowling				
Head	1291	1449	1607	1765
Baseball				
Head	2177	2419	2689	2987
Assistant	1509	1704	1902	2098
Freshman	1509	1704	1902	2098
<u>Track</u>				
Coordinator	2262	2559	2852	3144
1st assistant	1678	1776	1874	1970
Assistant (5)	1509	1607	1704	1803
Golf				
Head	1313	1460	1624	1803
Volleyball				
Head	2262	2431	2599	2769
Assistant	1509	1704	1902	2098
Softball				
Head	2262	2431	2599	2769
Assistant	1509	1704	1902	2098
	1670	1055	0005	0516
Assistant Athletic Director	1678	1956	2235	2516

Dumont Public Schools Coaches' Salary Guide

1988-89

<u>Activity</u>	1_	2	3	4
Football				
Football Head	2741	3228	3718	4204
1st assistant	2012	2316	2620	2925
Assistant (2)	1829	2101	2376	2649
Assistant freshmen (2)	1736	1842	2042	2196
Soccer				
Head	2479	2755	3062	3402
Assistant	1644	2842	1967	2186
Cross Country				
Coordinator	1848	2053	2281	2536
Assistant	1278	1463	1645	1829
Basketball				
Head	2514	2794	3106	3450
Assistant	1829	2057	2286	2514
Freshman	1644	1751	1857	1965
Wrestling				
Head	2498	2776	3083	3426
Assistant	17 36	1919	2102	2286
Bowling	1.407	1570		
Head	1407	1579	1751	1923
<u>Baseball</u>				
Head	2372	2636	2931	3255
Assistant	1644	1857	2073	2286
Freshman	1644	1857	2073	2286
Track				
Coordinator	2465	2789	3108	3426
1st assistant	1829 1644	1935 1751	2042 1857	2147 1965
Assistant (5)	1044	1/51	100/	1905
Golf				
Head	1431	1591	1770	1965
<u>Volleyball</u>				
Head	2465	2649	2832	3018
Assistant	1644	1857	2073	2286
Softball				
Head	2465	2649	2832	3018
Assistant	1644	1857	2073	2286
Assistant Athletic Director	1829	2132	2436	2742

Dumont Public Schools Extra-Curricular Guide

1986-87

Activity	1_	2	3	4
H.S. Student Organization	\$1383	\$1589	\$1794	\$2000
H.S. yearbook/summer supplement	1100	1134	1258	1382
H.S. newspaper	1100	1134	1258	1382
Cheerleaders - Junior Varsity	925	992	1102	1225
Cheerleaders - Freshman	668	742	825	917
Cheerleaders - Varsity	1032	1148	1275	1417
High school play (3)	923	1027	1129	1231
Class adviser: Freshman	550	618	686	754
Sophomore	550	618	686	754
Junior	620	696	772	848
Senior	761	855	949	1043
Stage production personnel	692	753	822	896
Business manager, high school publications	923	1077	1233	1385
Oracleliterary and art	616	693	770	847
Student Council	847	923	1001	1077
Majorettes	616	693	770	847
Foreign language newspaper (Pan Linguae)	616	667	719	768
Forensic leaders	461	565	667	768
Elementary IntramuralsHoniss/Selzer				
(boys & girls)	1384	1540	1694	1849
Elementary yearbookHoniss/Selzer	481	541	601	661
Elementary Student Organization				
Honiss/Selzer	481	541	601	661
Color guard	692	768	847	923
Stage crew	616	693	770	847
Lighting crew	616	667	719	768
Budget director	461	502	547	597
Math team adviser	461	502	547	597
Chem team adviser	461	502	547	597
Honor Society adviser	461	502	547	597
Academic Decathlon	500	545	594	647
Overnight trips (Linwood [6th],	_			
Washington, [8th])	\$50.00	per nigh	t	
BandMemorial Day Parade	\$35.00	per para	de	

Dumont Public Schools <u>Extra-Curricular Guide</u>

1987-88

Activity	1	2	3	4
H.S. Student Organization	1507	1732	1955	2180
H.S. yearbook/summer supplement	1199	1236	1371	1506
H.S. newspaper	1199	1236	1371	1506
Cheerleaders - Junior Varsity	1008	1081	1201	1335
Cheerleaders - Freshman	728	808	899	999
Cheerleaders - Varsity	1124	1251	1389	1544
High school play (3)	1006	1119	1230	1341
Class adviser: Freshman	599	673	747	821
Sophomore	599	673	747	821
Junior	675	758	841	924
Senior	82 9	931	1034	1136
Stage production personnel	754	820	893	976
Business manager, high school publications	1006	1173	1343	1509
Oracleliterary and art	671	755	839	923
Student Council adviser	923	1006	1091	1173
Majorettes	671	755	839	923
Foreign language newspaper (Pan Linguae)	671	727	783	837
Forensic leaders	502	615	727	837
Elementary IntramuralsHoniss/Selzer				
(boys & girls)	1508	1678	1846	2015
Elementary yearbookHoniss/Selzer	524	589	655	720
Elementary Student Organization				
Honiss/Selzer	524	589	655	720
Color guard	754	837	923	1006
Stage crew	671	655	839	923
Lighting crew	671	727	783	837
Budget director	502	547	596	650
Math team adviser	502	547	596	650
Chem team adviser	502	547	596	650
Honor Society adviser	502	547	596	650
Academic Decathlon	545	594	647	705
Overnight trips (Linwood [6th], Washington [8th])	\$50.00	per night		
BandMemorial Day Parade	\$35.00	per night		

Dumont Public Schools Extra-Curricular Guide

1988-89

Activity	1	2	3	4
H.S. Student Organization	1644	1887	2130	2376
H.S. yearbook/summer supplement	1306	1347	1494	1641
H.S. newspaper	1306	1347	1494	1641
Cheerleaders - Junior Varsity	1098	1178	1309	1455
Cheerleaders - Freshman	793	880	979	1088
Cheerleaders - Varsity	1225	1363	1514	1682
High school play (3)	1096	1219	1340	1461
Class adviser: Freshman	652	733	814	894
Sophomore	652	733	814	894
Junior	735	826	916	1007
Senior	903	1014	1127	1238
Stage production personnel	821	894	973	1060
Business manager, high school publications	1096	1278	1463	1644
Oracleliterary and art	731	822	914	1006
Student Council adviser	1006	1096	1189	1278
Majorettes	731	822	914	1006
Foreign language newspaper (Pan Linguae)	731	792	853	912
Forensic leaders	547	670	792	912
Elementary IntramuralsHoniss/Selzer				
(boys & girls)	1643	1829	2012	2196
Elementary yearbookHoniss/Selzer	571	642	713	784
Elementary Student Organization				
Honiss/Selzer	571	642	713	784
Color guard	821	912	1006	1096
Stage crew	731	822	914	1006
Lighting crew	731	7 9 2	853	912
Budget director	547	596	649	708
Math team adviser	547	596	649	708
Chem team adviser	547	596	649	708
Honor Society adviser	547	5 96	649	708
Academic Decathlon	594	647	705	768
Overnight trips (Linwood [6th],				
Washington [8th])	\$50.00	per night	;	
BandMemorial Day Parade	\$35.00	per parad	le	