

**October 15, 2002
December 3, 2002
December 12, 2002**

**COLLECTIVE NEGOTIATION AGREEMENT
BETWEEN
THE DUMONT BOARD OF EDUCATION
AND
THE DUMONT EDUCATION ASSOCIATION
July 1, 2002 to June 30, 2005**

TABLE OF CONTENTS

ARTICLE
PAGE

	Preamble	1
I	Recognition	1
II	Negotiation Procedure	2
III	Rights Of The Parties	3
IV	Printing Of This Agreement	3
V	Grievance Procedure	4
VI	Management Rights Clause	7
VII	Payroll Deductions	7
VIII	Salary Guides-Certificated Personnel.....	9
IX	Involuntary Transfer.....	9
X	Sick Leave	9
XI	Extended Sick Leave	11
XII	Personal Leave.....	11
XIII	Professional Leave	12
XIV	Bereavement	12
XV	Leave of Absence (Without Pay)	13
XVI	Child-Bearing and Child-Rearing Leave	13
XVII	Performance of Legal Responsibilities	14
XVIII	Military Leave.....	14
XIX	Sabbatical Leave	15
XX	Health Benefits and Insurance.....	18
XXI	Work Year and Work Day.....	19
XXII	Severance Pay	21
XXIII	Duration of Agreement.....	22

APPENDIX

VIII	Salary Guides-Certificated Personnel.....	23
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PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and NJSA 34:13a-1 et. seq., this Agreement is made and entered into on this 11th day of September, 2002, 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, socio/economic status, sexual orientation and/or obligation for military service.

ARTICLE I

RECOGNITION

- A. The Board of Education recognizes the Dumont Education Association as the exclusive representative for the following certificated personnel: Teachers, Supplemental/BSI Teachers, School Psychologists, Social Workers, Learning Disability Teacher Consultants, Speech/Language Specialists, Nurses, Extra-Curricular Advisors, and Coaches.
- A. 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 Money
- Summer School Personnel
- Per Diem Personnel
- Supervisors of Instruction
- Director of Special Services
- Director of Curriculum, Instruction and Supervision

- A. 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.
- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with NJSA 34:13A-1 et. seq., 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, and be signed by the Board and Association, in accordance with Section E., below.
- A. Either party may request an audio tape recording of the negotiation session(s). Such a request will be granted with the understanding that both parties receive an unedited copy of the tape within two (2) days of the bargaining session(s). The cost involved will be borne by the party requesting the tape(s).
- A. The proposals of the Association presented on or before the date when negotiations begin will represent all the proposals of the Association.
- A. 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.
- A. 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.
- A. 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.
- A. 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.
- A. Pursuant to NJSA 34:13A-1 et. seq., the Board hereby agrees that every teacher 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.
- A. 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.
- A. In the use of buildings by the Association, the Board of Education may make a reasonable charge when special custodial service is required.
- A. 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 Association.

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 result 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.

A. 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.

A. Procedure

1. 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.

1. Grievances involving issues that occur between June 1 and the last work day for teachers must be initiated within seven (7) calendar days after the last work day for teachers. Thereafter, time limits for processing the grievance shall be suspended until September 1 if either party requests an extension. The party requesting the time extension may subsequently withdraw the request.

1. 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.

1. 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.

1. 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) schooldays after receiving the appeal. The Superintendent shall communicate his/her decision in writing, along with support reasons, to the teacher, the principal and the Association.

1. 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. The 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.

7. 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 except as noted in Section C.2. of this Article. 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.

A. 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.

A. Miscellaneous

1. 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.

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
1. 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.
1. 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.
1. 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.
1. 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 C.7. 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.
 - a. A complaint of a non-tenured teacher that arises by reason of his/her not being re-employed.
 - a. 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.
1. Grievances affecting teachers in more than one building shall be initiated at the Superintendent's level.

ARTICLE VI

MANAGEMENT RIGHTS

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.
 1. 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.
 1. Termination of Employment

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.

1. 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.

A. 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.

A. 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.

A. The following procedures shall be followed when making involuntary transfers:

1. Notice of involuntary transfer shall be given prior to June 30th whenever possible.

1. 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.”

A. 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 ten-month contract.
 - a. 12 days per year for each year of employment for those on a twelve-month contract.
 - a. 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.
1. 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.
1. 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.
1. 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)
1. 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)

1. 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)

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.
 - a. More than two (2) hours, but less than five and one-half (5-1/2) hours, deduction of either one-half (1/2) day in pay or time.
 - a. Over five and one-half (5-1/2) hours, no loss of pay or time.

1. For absences where no provision for payment has been made, salary will be deducted as follows:
 - a. 10 month teachers—daily rate of $\frac{1}{200}$ of yearly salary
 - a. 12 month teachers—daily rate of $\frac{1}{260}$ 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.
- A. 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.
- A. 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.
- A. 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.
- A. 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:
 - 1. 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.
 - 1. Personal leave is not to be used as an extension of vacation time.

1. 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.

A. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent of Schools.

A. 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

PROFESSIONAL LEAVE

A. The cost of registration, travel and meals during professional leave will be paid by the Board. Compensation for meals will be limited to: Lunch--\$7.50, and Dinner--\$25.00. Receipts for the cost of meals will be submitted with the final report. The granting of professional leave will be at the Superintendent's discretion, denials shall not be grievable.

A. The District will align, when possible, professional development activities throughout the school year, as defined by state guidelines and approved hours.

A. Professional leave for state approved professional development hours shall be granted according to the operational needs of the District, as determined by the Superintendent.

A. Provided approval is granted in advance by the Superintendent (or designee), a staff member(s) who volunteers to present a workshop and provides training, preparation, or delivery in connection with such workshop, shall be compensated at an hourly rate based on Step 1 of the Bachelors guide. The first time that a workshop is presented the presenter shall be paid for two (2) hours of preparation for each hour of presentation in addition to being paid for the presentation time. For subsequent presentations of the same workshop the presenter shall only be paid for the time of presentation. When multiple presenters are involved in the presentation of one workshop the compensation described above will be split among the presenters.

ARTICLE XIV

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: Spouse, child, step-child, parent, step-parent, sibling and step-sibling, 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, bother/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 XV

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 recommendation of the Superintendent of Schools.

ARTICLE XVI

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.

- A. 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.

- A. 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 reinstatement 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.

- A. 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 XVII

PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for the performance of jury duty when required by law shall be granted provided the teacher demonstrates that he/she has (1) completed and filed that portion of the jury notice requesting jury duty during the summer months or during vacation periods one week or more in length, and (2) immediately notified the Superintendent if the court persists in assigning the teacher to jury duty when school is in session. In the event the court persists in assigning the teacher to jury duty when school is in session, both the teacher and the Superintendent will write letters to the court requesting assignment to jury duty during the summer months or during vacation periods one (1) week or more in length. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

ARTICLE XVIII

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.

A. 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:

1. That he/she is physically and mentally capable of performing the duties of his/her former position.
1. That he/she has retained proper certification for that position.
1. 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.
1. That he/she has furnished proof of an honorable discharge or separation from military service.

A. 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 XIX

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.

A. 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.
1. Subsequent leaves will not be authorized until one shall have re-established eligibility by serving another period of seven (7) continuous years of service.
1. Not more than one percent (1%) of all teachers in the system may be granted sabbatical leave during the same school year.

A. Application For Leave

1. Application for sabbatical leave shall be submitted to the Superintendent on or before November 15 of any school year. If approved, such leave shall become effective at the beginning of the succeeding school year.
1. Application shall be made in writing to the Superintendent. The application shall state clearly the major purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
1. Each applicant shall be notified, in writing, by the Superintendent not later than February 28th of the decision of the Board.

A. Conditions of Leave

1. 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.
1. 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.
1. 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.
1. 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 D.2. and 3. shall begin.

A. 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.

A. 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.

A. 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.

A. 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.

A. 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 judgment 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.

A. Salary

The salary granted a teacher on sabbatical leave shall be one-half (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 XX

HEALTH BENEFITS AND INSURANCE

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

1. 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

- a. 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.
- a. Teachers who voluntarily withdraw from or waive enrollment if not previously enrolled in the dental insurance coverage provided in Section 2.a. above shall be paid forty percent (40%) of the

premium savings for the preceding twelve (12) months in June of each year.

- a. The above amount is for a twelve (12) month period and shall be prorated for shorter periods.
- a. Teachers who withdraw from or waive enrollment in the insurance plan specified in Section A.1. above shall be permitted to re-enroll or enroll in accordance with the regulations of the insurance carrier.
- a. Carrier will be chosen by the Board.

3. 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.

A. Any employee who has dependent coverage through his/her spouse (other than the North Jersey Schools Health Insurance Fund) may waive all insurance coverages from the Board and, as a result, receive one-thousand dollars (\$1,000) of the enrolled coverage costs. Payment shall be prorated bi-monthly and added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage should their family circumstances or primary coverage be discontinued. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements.

A. Within thirty (30) days of the ratification of this Agreement, the Board shall establish a plan pursuant to Section 125 of the Internal Revenue Code (26 U.S.C. 125).

A. Sections B. and C. above shall be inoperative whenever medical insurance is provided through the State Health Benefits Program.

ARTICLE XXI

WORK YEAR AND WORK DAY

A. The in-school work year for teachers shall be one hundred eighty-six (186) days, which shall include one (1) orientation day and one (1) in-service day.

- B. 1. When a teacher in grades 7-12 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; or in grades K-6 when a classroom teacher is denied a preparation period due to a combination of both the absence of a special area teacher (art, music, physical education) for an approved reason and the Board's failure or inability to retain a substitute teacher the classroom teaching losing the preparation period shall be paid as follows:

2002-2003--\$26.00
2003-2004--\$27.10
2004-2005--\$28.25

C. Should a classroom teacher be required to attend a Child Study meeting which convenes or continues outside the workday, they shall be compensated equal to the loss of one (1) prep period. Such meetings that extend beyond one (1) hour shall be compensated a flat two (2) prep period rate as noted in Section B. above.

1. When a classroom teacher required to attend a child study meeting, and/or a 504 meeting, specifically an Identification, Eligibility, Individual Education Plan, or Re-evaluation Plan meeting which convenes or continues outside the workday the classroom teacher shall be compensated as said above. Eligibility for compensation of a classroom teacher covered by this agreement is defined as a half hour before school time and a half hour after the close of the pupil's school day. Eligibility for compensation under this paragraph (Article XXI, Section C.1.) is applicable to classroom teachers only as defined by job description. Under no circumstances does compensation as defined in this paragraph provide eligibility to child study team members, namely, School Psychologist, Social Worker, Learning Disabilities Teacher-Consultant and Speech-Language Specialist.

2. The Child Study Team (CST) members identified in Section C.1. above may be required to arrive prior to the start of the regularly scheduled in-school workday to attend Identification Eligibility, Individual Education Plan. Re-evaluation Plan or 504 meeting meetings without additional compensation as set forth in Section C.1. above. In lieu of the lost prep compensation set forth in Section C.1. above the Child Study Team members shall receive an annual stipend as set forth below. The stipend shall be payable in September of each school year. The stipend shall be pro-rated for part-time CST members.

A.	\$437
B.	\$455
2004-05	\$475

- A. Child study team members and traveling teachers shall be paid at the mileage rate established each year by the Internal Revenue Service for all travel required after their initial daily assignments. Vouchers will be submitted twice per year.
- E.
1. Teaching staff members in grades K-5 will be required to attend up to three (3) parent conference nights per school year. The time required of teachers on parent conference night shall not exceed two and one-half (2-1/2) hours. Teachers may leave after conferences are concluded and individual teachers shall not be required to attend if parents are not scheduled for that teacher. Effective September 1, 2003, conferences will be held on two (2) afternoons and one evening. Example: Wednesday afternoon; Thursday afternoon and Thursday evening.
 2. The scheduling of parents attending parent conferences will be supervised by the building administrator.
 3. Teachers who may be required to attend evening conferences shall be permitted to depart after a minimum length school day on the Friday following conference nights whether or not such conferences are scheduled for the individual teacher. Effective September 1, 2003, teachers who do not complete all requested conferences pursuant to the above may either schedule four conferences on Friday ending no later than 1:30 p.m. or make other arrangements to complete conferences and leave at 12:30 p.m. on Friday.
 4. If a building principal requires written conference summaries, the teacher shall have fifteen (15) school days to complete the form.
1. Kindergarten teachers shall be provided substitutes to cover half (1/2) days on two (2) days (Example: Monday and Tuesday) to help complete conferences.
6. Special area teachers will not be scheduled for evening conferences and will not be dismissed early on the Fridays following the scheduled conference nights.
- F.
1. Teaching staff members in grades 6 through 8 will be required to attend two (2) parent conference sessions per year. Each of the parent conference sessions shall consist of three (3) afternoons. The remaining day(s) of the week during which parent conference sessions are held will be full length days for both students and teachers.
 2. The marking periods during which the grades 6 through 8 parent conference sessions are held will be determined by the administration.

A. Teachers in grades 9 through 12 who are assigned six (6) teaching periods on a given day shall not be assigned to any non-teaching duties or class coverage on such days except for emergency assignments.

A. Overnight trips that qualify for payment to chaperones shall be:

Outdoor Education Experience
Eighth Grade Trip
Band Trip

Payment for other overnight trips shall be at the discretion of the Superintendent. Procedures for applying for payment shall be devised by the Superintendent and the DEA.

- I. 1. After a K-12 teacher has chaperoned two (2) events in a school year, the District shall seek a volunteer; should a teacher volunteer after two such events, or be assigned to chaperone after two such events, she shall be compensated at the rate of sixty-two dollars and forty cents (\$62.40) per event.
2. A list will be compiled of volunteers for a third chaperone duty, and assignments from it shall be made on a rotating basis. If no one volunteers for such assignment, assignments shall be made on a rotating basis. Back to School Night and Board Election Night, for the purpose of this Article, shall not constitute a "chaperoned event."

J. Mentoring

Effective September 1, 2003, the Board shall provide a sum of five thousand dollars (\$5000) to be used to pay mentor teachers. No mentor shall receive a sum greater than five hundred fifty dollars (\$550) per mentee. The Board's contribution shall be reduced by any State monies received.

ARTICLE XXII

SEVERANCE PAY

A. Teachers who retire and qualify for immediate TPAF pension benefits shall be eligible for severance pay, provided the teacher: (1) has spent a minimum of ten (10) years in the school district: (2) gives the Board at least five (5) months' advance notice of the retirement date. When the notice requirement is not met the payment will be made one year after the payment date in Section C.

A. Severance pay shall be determined by multiplying the appropriate dollar amount noted below times the number of unused sick and personal leave days accumulated by the teacher at the time of retirement. 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.

Effective January 1, 2003 - \$73.00
Effective January 1, 2004 - \$76.00
Effective January 1, 2005 - \$79.00

Payment to any one individual shall be limited to sixteen thousand eight hundred dollars (\$16,800).

- A. Severance paychecks shall be issued not later than July 15th of the school year following the school year in which the teacher retires.
- A. 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 XXIII

DURATION OF AGREEMENT

This Agreement shall be effective and made retroactive to July 1, 2002, and shall continue in effect until June 30, 2005. 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

President

President

Negotiating Committee

Negotiating Committee

APPENDIX

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
1. Teachers' salary guide – 2002-2003; 2003-2004; 2004-2005
1. Extra-curricular salary guide – 2002-2003; 2003-2004; 2004-2005
1. Athletic coaches' salary guide – 2002-2003; 2003-2004; 2004-2005

Eligibility Requirements – Salary Classification

A. **Salary Class**

1. Bachelor's degree.
1. Bachelor's degree plus 30 approved graduate credits, or Bachelor's degree plus twenty-one (21) approved graduate credits and nine (9) approved in-service credits.
1. Master's degree.
1. Master's degree plus 30 approved graduate credits, or Masters degree plus eighteen (18) approved graduate credits and twelve (12) approved in-service credits.

A. **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.
1. 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.
1. Courses for the purpose of satisfying teacher certification requirements may not be used for advancement to any level of the salary guide.

1. 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.

1. 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.

15 hours – 1 credit

30 hours – 2 credits

45 hours – 3 credits

1. 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.

1. Presentation of an official transcript(s) and/or other documentation that is acceptable to the Superintendent must be presented to the Superintendent for his/her evaluation and approval before a teacher may qualify for advancement to the B+30, MA, or MA+30 salary classification.

1. Teachers may advance to a higher salary classification on either September 1st or January 1st. The required documentation must be submitted as soon as possible but not later than September 30th for advancement retroactive to September 1st and February 15th for advancement retroactive to January 1st.

TEACHERS' SALARY GUIDE

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 30</u>	<u>MA</u>	<u>M.A. + 30</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
A				
B				

COACHING GUIDES

		1	2	3	4
Football	Head First Assistant Assistant Assistant (Fr.)				
Soccer	Head Assistant				
Cross Country	Head Assistant				
Basketball	Head Assistant Assistant (Fr.)				
Wrestling	Head Assistant				
Bowling	Head				
Baseball	Head First Assistant Assistant (Fr.)				
Track	Head First Assistant Assistant (5)				
Winter Track	Head Assistant				

Golf	Head
Volleyball	Head Assistant
Softball	Head Assistant Assistant (Fr.)

EXTRA-CURRICULAR GUIDE

1 2 3 4

ACTIVITY

Director of Student Activities

H.S. Yearbook/Summer Supplement

H.S. Newspaper (Periscope)

Cheerleaders: Freshman

 Junior Varsity

 Varsity

H.S. Play (3)

Class Advisor: Freshman

 Sophomore

 Junior

 Senior

Stage Production Personnel

Business Manager, H.S. Personal

Oracle Literary & Art

Student Council Advisor

Assistant Band Director

Debate Team Advisor

Forensic Team

HADD

PALS

Elementary Sports Honiss/Selzer

Elementary Yearbook Honiss/Selzer

Elementary Student Org. Honiss/Selzer

Color Guard

Stage Crew

Lighting Crew

Technical Crew Advisor

Budget Director

Youth Theater

Math Team Advisor

Chemistry Team Advisor

Honor Society Advisor

Curriculum Honor Societies: Math

Art

Italian

Spanish

Academic Decathlon

Media Club

Ecology Club

Youth Council

Weight Training

Conflict Management H.S. & Elementary

Elementary Student Org. Lincoln/Grant

7th & 8th Grade Stage Band Director

K-5th Grade Orchestra Coordinator

1

2

3

4

ACTIVITY

Band Director

Nurse Coordinator

Overnight Trips

Band Memorial Day Parade

EEO and PAC

Elementary Intramurals Basketball

Track, Volleyball, Soccer, Floor Hockey

Table Tennis, Softball, Cross-Country