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COLLECTIVE NEGOTIATION AGREEMENT



BETWEEN  
THE DUMONT BOARD OF EDUCATION  
AND  
THE DUMONT EDUCATION ASSOCIATION, INC.

JULY 1, 1974 TO JUNE 30, 1977

THIS BOOK DOES  
NOT CIRCULATE



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# Collective Negotiation Agreement

Between  
The Dumont Board of Education  
and  
The Dumont Education Association, Inc.

July 1, 1974 to June 30, 1977

## Preamble

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 303, P.L. of 1968, THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS EIGHTEENTH DAY OF JUNE 1974 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").

## ARTICLE I

### Recognition

The Board of Education recognizes the D.E.A. Inc. as the exclusive negotiating representative for the following certificated personnel: teachers, school psychologist, social workers, nurses, extra curricular advisers, athletic coaches and department chairmen.

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

- Superintendent of Schools
- Assistant Superintendent of Schools
- Administrative Assistants
- Secretary to the Board of Education - Business Manager
- Principals
- Vice Principals
- Custodians
- Secretaries and Clerks
- Cafeteria Personnel
- Teacher Aides
- Substitute Teachers
- Superintendent of Buildings and Grounds
- Custodian of School Monies

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 of Successor Agreement

- A. The parties for negotiation shall be composed of not more than three members designated by the Association and three members of the Board.
- B. Negotiations shall be conducted according to the following provisions:

#### 1. Requests for Negotiating Sessions

- a. A negotiating session shall be initiated when either the Board or the Association delivers a written request for such a session to the Superintendent.
- b. A request for a negotiating session shall include a brief statement of the matter or matters to be negotiated or discussed.
- c. Upon receipt of such a request, the Superintendent shall prepare and transmit copies to each member of the negotiating panels.
- d. The Superintendent shall by consultation with each side set a mutually agreeable date, time, and place for the requested negotiation session, as well as for subsequent sessions until the matter is disposed of. He shall provide the services of a competent person acceptable to both parties to keep the minutes of the negotiation sessions, and he shall make all other arrangements appropriate or necessary for each session.
- e. In the negotiating process the Superintendent of Schools shall exercise independent judgement to assist both parties in arriving at reasonable decisions.

#### 2. Conduct of Negotiating Sessions

- a. All communications between the parties relating to this Agreement shall be made in writing, addressed and given to the President and Negotiation Chairman of and for the Association and to the Superintendent of the Schools on behalf of the Board.

- b. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms, and conditions of teacher's employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- c. It is understood that the October 1 date may be waived by mutual agreement of the parties in writing.
- d. The proposals of the Association presented on or before the deadline date of November 1 will represent all the proposals of the Association.
- e. During negotiations, the Board of Education and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may utilize the services of professional and/or lay representatives to assist in the negotiations.
- f. In the event that the parties have not, prior to December 1, or a mutually agreed upon extension date, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact finding recommendation for settlement (the cost of which shall be borne equally by the parties).
- g. The parties understand that it is of paramount importance to the success of collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest. The representatives agree to observe the following procedures, providing there has been good faith bargaining all the time:
  - 1. When either party within the joint committee intends to issue a statement to the public news media, the full committee shall be informed of the statement and its contents before release.

2. It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
  3. Any release to public news media must contain:
    - a. The name of the organization issuing the statement.
    - b. The name of a responsible officer (preferably the chairman of the group committee) of such organization.
  4. It is also agreed that a joint release will be issued in the event that an unauthorized statement is issued to public news media.
- h. 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.
- i. The execution of this 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 meetings following the ratification by the Association.

### ARTICLE III

#### Applicable Law

- A. It is expressly understood that this procedure 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, without limitation, 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.

## 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. The agreement shall be presented to all certificated personnel by the opening of the school year.

## ARTICLE V

### Grievance Procedure

#### A. Definition of Grievance

Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, regulation, policy, or provision of this agreement which relates to or involves the employee in the exercise of duties assigned him.

#### B. Purpose

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

#### C. 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, however, be extended by mutual agreement.
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 term or as soon thereafter as is practicable.
3. Level One

Any teacher who has a grievance shall first discuss it with his principal or immediate superior, if applicable in an attempt to resolve the matter informally at that level.



## C. Procedure (continued)

### 4. Level Two

If, as a result of the discussion in level one, the matter is not resolved to the satisfaction of the teacher within five (5) school days after presentation of the grievance in level one, he shall set forth his grievance in writing to the principal with copies to the Superintendent of Schools and the Association. The Principal shall communicate his decision to the teacher, the Superintendent of Schools, and the Association in writing within three (3) 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 may within three (3) school days after receiving the principal's decision, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and upon request, with the teacher or principal separately. He 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, at this time, shall communicate his decision, in writing, along with supporting reasons, to the teacher, the principal and chairman of the Association.

### 6. Level Four

If the grievance is not settled to the satisfaction of the teacher after reaching the Superintendent of Schools, the matter may be referred to the Association for consideration. This referral for consideration must be made within three (3) school days. The 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 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 three (3) school days, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

C. Procedure (continued)

The Board of Education shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within thirty (30) calendar days.

7. Level Five

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

The advisory arbitrators so selected shall confer with representatives of the Board of Education and the Association and hold hearings promptly. They shall issue their decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The advisory arbitrators' decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make a decision which violates the terms of the Agreement. The decision of the arbitrators shall be submitted to the Board of Education and the Association, or the party of interest and shall be advisory only, and no judgment may be entered thereon.

The costs for the services of an arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association or the party of interest.

8. Failure to File

If a teacher does not file a grievance in writing with the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

D. Rights of Teachers to Representation

Any individual member of the staff shall have the right to appeal the application of policies and administrative decision affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Association or another person of his own choosing to appear with him or for him at any step in his

D. Rights of Teachers to Representation (continued)

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

1. Decisions rendered at Levels Two, Three, and Four of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in that paragraph.
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 and given appropriate distribution by the Superintendent 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 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 of Education may at the written request of the Association be submitted to advisory arbitration, except in the case of a grievance involving any of the following points:
  - a. A method by 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-tenure teacher that arises by reason of his not being re-employed.

- c. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

## ARTICLE VI

### Teacher's Rights

Pursuant to Chapter 303, Public Laws of New Jersey, 1968; the Board of Education hereby agrees that every teacher of the Board shall have the right to organize, join and engage in collective negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board of Education undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, or other applicable laws; that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his membership in the Association and his participation in any legal activities of his association, or his institution of any grievance with respect to any terms or conditions of employment.

## ARTICLE VII

### Management Rights Clause

It is understood by all parties that under the rulings of the Courts of New Jersey, and the State Commission of Education, the Board of Education is forbidden to waive any rights or powers granted by Law.

## ARTICLE VIII

### Association Rights and Privileges

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 deem reasonable so as not to interfere with or interrupt normal school operations.

In the use of buildings by the Association, the Board of Education may make a reasonable charge when special custodial service is required.

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 IX

### Deduction of Dues from Salaries

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 in the bargaining unit the dues of only one grouping of teacher association to include D.E.A., B.C.E.A., N.J.E.A. and N.E.A.

Prior to making such deduction from the salary of any teacher the Board of Education Business Manager must have in his records a current writing executed by the teacher authorizing such deduction.

## ARTICLE X

### Salary Guides - See APPENDIX

## ARTICLE XI

### Withholding of Increments

It shall be clearly understood by all staff members that negotiated salary schedules or individual contracts do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board, such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reason therefore, to the employee concerned.

## ARTICLE XII

### 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 employees shall be governed by State Law and the following detailed provisions:

1. Sick leave with pay shall be granted to all full-time employees of the Board of Education in accordance with the following schedule:
  - a. 10 days per year for each year of employment for those on a ten-month contract.
  - b. 12 days per year for each year of employment for those on a twelve-month contract.
2. For absence of three days or less the employee must file with the building principal a signed statement showing dates or reason for absence immediately upon his/her return to employment.
3. 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 employee 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 an employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee 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 the 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 Work-

## Sick Leave (continued)

men's Compensation, the employee shall endorse the Workmen's Compensation checks to the Board of Education. (18A:30-2.1)

7. In cases where an employee must leave school during regular hours for personal illness or other emergency, the following rules shall apply:
  - a. Prior to one half (1/2) hour, full day deduction of pay or time.
  - b. Prior to three hours, one half (1/2) day deduction of pay or time; such time to begin when the employee's normal work or school day begins.
8. For absences where no provision for payment has been made, salary will be deducted as follows:
  - a. 10 month employee - daily rate of 1/200 of yearly salary
  - b. 12 month employees, daily rate of 1/260 of yearly salary.

## ARTICLE XIII

### Extended Sick Leave

#### Prolonged Absence Beyond Sick Leave Period - 18A:30-6

When absence, under circumstances described in Article XII (sick leave) exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay, any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case as presented and recommended by the Superintendent of Schools. A day's salary is defined as 1/200th of the annual salary for certificated personnel.

1. This article will apply when absence exceeds annual sick leave and accumulated sick leave due to incapacitating illness, including mental, or injury, or exclusion due to quarantine.
2. Extended leave may only be granted to those full-time employees who have commenced working under their fourth successive yearly contract.
3. The Superintendent of Schools will create applications, rules involving safeguards against abuse, and a committee of review.

4. The Board of Education will have final approval of all applications approved by the committee of review and Superintendent, as well as final judgment when appeal from the original decision is made through the Superintendent.
5. When absent under circumstances described in Item 1, the Dumont Board of Education may pay any such person the contractual monthly salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such a length of time as designated by the Superintendent of Schools but not to exceed 30 days without a review which follows the same operational rules as the original request.
6. Extended sick leave is defined as a maximum of 180 working days.

#### ARTICLE XIV

##### Personal Leave

In an effort to prevent undue hardship to individual staff members who must be absent from school to attend to urgent personal business, three days of personal leave without deduction in salary will be provided for each year of regular employment. Such leave shall not be cumulative.

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.

Requests for leave of this nature shall be submitted to the Principal or immediate superior for his recommendation preferably forty eight (48) hours in advance.

Reasons for leave in this category may include illness in the family, religious holidays, death of friends, graduation of members of the immediate family, house closing or moving. Additional leave in this category may be granted upon recommendation of the Principal and with the approval of the Superintendent of Schools.

Reason or reasons for personal leave must be stated and it is understood that leave shall not be taken prior to or following a school holiday.

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



Any undue hardships, caused by circumstances beyond the control of the employee, and not covered in this article, may be reviewed by the Superintendent upon request of the employee. The Superintendent may, if he deems it necessary, grant an adjustment of leave beyond the terms of this article.

## ARTICLE XV

### Bereavement

#### Death in Immediate Family or Household

Three 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, grandfather, grandmother, or relatives by marriage in the same degree of relationship, those serving the staff member in loco parentis, or any relative whose actual household at the time is also the household of the absentee.

One day's leave with pay may be granted by the Superintendent of Schools for reason of death of a relative, other than one in the immediate family, (aunt, uncle, cousin).

In the event of unusual travel or personal problems in connection with the use of bereavement leave, additional leave days may be granted by the Superintendent of Schools.

## ARTICLE XVI

### 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 XVII

### Maternity Leave or Leave for Adoption

A maternity leave shall be granted subject to the following conditions:

1. A teacher shall notify the Superintendent of Schools of her pregnancy in writing, accompanied by her physician's note stating expected date of delivery four months in advance of the requested commencement date of the leave.

2. Maternity leave may be granted only to a teacher who has entered upon contractual continued service. The leave may be terminated by the Board prior to its expiration upon written request of the teacher and written approval of the attending physician. At the expiration of the leave, the teacher is expected to return to duty or submit a letter of resignation. The absence of either action will result in termination of employment.
3. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following bases:
  - a. Her teaching performance has noticeably declined.
  - b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
  - c. Any other just cause.
4. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.
5. For tenure employees the leave will be limited to one full year, excluding the current contract.
6. The Board need not grant or extend the leave of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained, unless the Board, in its own discretion, agrees to an extension of said leave.
7. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.
8. No teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return provided she supplies a physician's certificate attesting to her ability to perform her teaching duties as requested by the Board.

Maternity Leave or Leave for Adoption (continued)

9. A teacher adopting a child shall receive similiar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.
10. Upon return from leave, the employee will be placed on the appropriate level of the existing guide.

ARTICLE XVIII

Performance of Legal Responsibilities

Leave for 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 on circumstances and at the discretion of the Superintendent of Schools.

ARTICLE XIX

Military Leave

A. Request for Leave

Any permanent employee 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

He 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 is physically and mentally capable of performing the duties of his former position.
2. that he has retained proper certification for that position.
3. that he makes written application for reinstatement for at least 30 days prior to requested date of re-employment, and that such request is no later than

## Military Leave (continued)

90 days following his date of separation or discharge from active military service.

4. that he has furnished proof of an honorable discharge or separation from military service.

### C. Reserve Military Training

Any permanent employee shall be granted leave up to a maximum of two weeks per year for reserve military training. Such leave shall not be counted against accumulated vacation time. An employee on reserve training leave shall be paid by the school district at his regular rate of the normal work week, less such military pay allowances except travel allowance, which he shall receive for such training. The employee shall provide the office of the Business Manager with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

## ARTICLE XX

### Sabbatical Leave

Sabbatical Leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. It is a privilege granted to teachers for their professional advancement so that they may better serve the local district.

The granting of a Sabbatical Leave to any teacher of the Dumont Public Schools shall be at the discretion of the Board of Education based upon the recommendation of the Superintendent of Schools.

Refer to Board policy on Sabbatical Leave for information regarding:

1. Eligibility
2. Number of leaves authorized
3. Application
4. Stipend
5. Selection and Approval
6. Activities
7. Terms of Sabbatical Leave agreement

## ARTICLE XXI

### Non-Renewal of a Non-Tenured Teacher

The Board of Education claims the right conferred upon it by statute to employ in this district only those staff members it deems best qualified for service. The Board is not committed to the renewal of any non-tenured employee.

## ARTICLE IX

### Deduction of Dues from Salaries

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 in the bargaining unit the dues of only one grouping of teacher association to include D.E.A., B.C.E.A., N.J.E.A. and N.E.A.

Prior to making such deduction from the salary of any teacher the Board of Education Business Manager must have in his records a current writing executed by the teacher authorizing such deduction.

## ARTICLE X

### Salary Guides - See APPENDIX

## ARTICLE XI

### Withholding of Increments

It shall be clearly understood by all staff members that negotiated salary schedules or individual contracts do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board, such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reason therefore, to the employee concerned.

## Military Leave (continued)

90 days following his date of separation or discharge from active military service.

4. that he has furnished proof of an honorable discharge or separation from military service.

## C. Reserve Military Training

Any permanent employee shall be granted leave up to a maximum of two weeks per year for reserve military training. Such leave shall not be counted against accumulated vacation time. An employee on reserve training leave shall be paid by the school district at his regular rate of the normal work week, less such military pay allowances except travel allowance, which he shall receive for such training. The employee shall provide the office of the Business Manager with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

## ARTICLE XX

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The granting of a Sabbatical Leave to any teacher of the Dumont Public Schools shall be at the discretion of the Board of Education based upon the recommendation of the Superintendent of Schools.

Refer to Board policy on Sabbatical Leave for information regarding:

1. Eligibility
2. Number of leaves authorized
3. Application
4. Stipend
5. Selection and Approval
6. Activities
7. Terms of Sabbatical Leave agreement

## ARTICLE XXI

### Non-Renewal of a Non-Tenured Teacher

The Board of Education claims the right conferred upon it by statute to employ in this district only those staff members it deems best qualified for service. The Board is not committed to the renewal of any non-tenured employee.

## Non-Renewal of a Non-Tenured Teacher (continued)

In the exercise of this policy, the Board of Education will not infringe upon or be motivated by considerations that infringe upon the constitutionally guaranteed rights of the individual.

The employee who believes that his non-renewal has deprived him of a personal right may appeal to the Superintendent. Failing satisfaction at that level, he may appeal to the Board of Education and, thereafter, to the Commissioner of Education.

### ARTICLE XXII

#### Health Benefits

The Board agrees to provide without cost to the employee, the following:

- A. 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.

- B. Dental Plan -  
The Board of Education shall provide the sum of \$28,000 for a dental plan to be implemented for all members of the unit commencing in the third year of this agreement.

### ARTICLE XXIII

#### Miscellaneous Provisions

- A. This agreement shall go into effect on July 1, 1974 and shall expire on June 30, 1977. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

ARTICLE XXIV

Duration of Agreement

This Agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1977. 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  
Rosario G. Cavari

  
\_\_\_\_\_  
President  
Peter P. Ascione

  
\_\_\_\_\_  
Chairman, Negotiating Committee  
Charles Barragato

  
\_\_\_\_\_  
Chairman, Negotiating Committee  
James Murrell



# A P P E N D I X

## ARTICLE X

### Salary Guides - Certificated Personnel

The Board of Education agrees that the salary guides attached hereto shall apply to all employees within the unit covered by this agreement.

1. Eligibility Requirements - Salary Classification
2. Teacher's Salary Guide - 1974-1975
3. Salary Recommendations - 1975-1976 and 1976-1977  
(Fact Finder's Report)
4. Extra-Curricular - Salary Range
5. Athletic Coaches - Salary Range
6. Department Chairmen - Salary Range

## Eligibility Requirements - Salary Classification

### A. Salary Class

1. Non-degree
2. Bachelor's Degree
3. Bachelor's Degree plus 30 graduate credits, or Bachelor's Degree plus 24 graduate credits and 6 approved in-service credits
4. Master's Degree
5. Master's Degree plus 30 approved graduate credits. Six approved in-service credits may be applied in lieu of 6 graduate credits in moving from the Master's level to the Master's plus 30 level.

(Salary classification as listed above will go into effect July 1, 1974.)

### B. Qualifications for Advancement on the Salary Scale

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.
3. Courses for the purpose of satisfying 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:
  - a. if in his opinion the course, workshop or institute pertains to the subject matter field in which the teacher is certified, and, if in his 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

## B. Qualifications for Advancement on the Salary Scale (continued)

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 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.

## C. Salary Increments

1. The salary increments specified in this guide are not automatically granted, but are conditioned upon the recommendation of the Superintendent of Schools, subject to the approval of the Board of Education. Failure in any given year to grant an increment does not create any future obligation to restore the increment.
2. In any year in which there is an upward revision of the salary guide, adjustments to the proper place on the guide may be withheld in part or in whole.
3. The method and frequency by which evaluations will be conducted shall be specified by the Superintendent as part of the Administrative Procedure in carrying out the Board's policy on evaluation of personnel. Such policy and procedure shall be made known to all teachers.

DUMONT PUBLIC SCHOOLS

Dumont, New Jersey

TEACHERS' SALARY GUIDE

1974-1975

<u>STEP</u>	<u>NON-DEGREE</u>	<u>4 BA</u>	<u>5 BA</u>	<u>5 MA</u>	<u>6 MA</u>
1	8,375	9,400	9,975	10,450	11,475
2	8,770	9,839	10,440	10,937	12,010
3	9,165	10,278	10,905	11,424	12,545
4	9,560	10,717	11,370	11,911	13,080
5	9,955	11,156	11,835	12,398	13,615
6	10,350	11,595	12,300	12,885	14,150
7	10,745	12,034	12,765	13,372	14,685
8	11,140	12,473	13,230	13,859	15,220
9	11,535	12,912	13,695	14,346	15,755
10	11,930	13,351	14,160	14,833	16,290
11	12,325	13,790	14,625	15,320	16,825
12	12,720	14,229	15,090	15,807	17,360
13	13,115	14,668	15,555	16,294	17,895
14	13,510	15,107	16,020	16,781	18,430
15	13,905	15,546	16,485	17,268	18,965

Special Salary Guide Provision for 1974-1975.

Personnel at the maximum guide step (14) on all levels in 1974-75 shall receive additional salary as indicated (step 15).

Salary Guides  
1975-1976 and 1976-1977

The Salary guide for the year 1975-1976 shall revert back to 14 steps on all columns and shall be computed so as to place the teacher's guide at the 55th percentile of all Bergen County Districts which have settled their salary negotiations by May 1, 1975. The method of accomplishing this placement shall be as follows: the minimum and maximum salaries for the B.A., M.A. and M.A. + 30 columns for all of the settled Districts shall be tabulated with the highest being No. 1 and proceeding to the lowest. Dumont shall be placed at the position which would place it in the 55th percentile of the reported settlements. In other words, if we assume that 44 Districts have settled by May 1, 1975, then Dumont would be placed 20th from the highest. This percentile calculation shall be done for the minimum and maximum of each column. When these figures have been determined the minimum amount of the column shall be subtracted from the maximum amount, and the difference thereof shall be divided by 13 in order to obtain the amount of increment for each step therein.

The B.A. + 30 column shall be arrived at by using the same ratio it has to the B.A. column in the present guide.

In order to insure a fair sampling of Districts, it is agreed that in the event that there are not at least 40 Districts settled by May 1st, the tabulation and determination of the 55th percentile should not be made until the 40th District has reported. Should two Districts settle at the same time bringing the total over 40, then both Districts shall be used in the calculations.

Salaries for the 1976-1977 year shall be computed so as to place the Dumont Teacher's Guide at the 60th percentile with a 14 step guide in the same manner as utilized in the prior year with May 1, 1976 being the cut-off date.

DUMONT PUBLIC SCHOOLS

Dumont, New Jersey

EXTRA-CURRICULAR GUIDE

Salary Range

<u>Activity</u>	<u>Base Stipend</u>	<u>Maximum Stipend</u>
High School Student Organization	500	800
High School Yearbook	500	600
High School Newspaper	500	650
Cheerleaders (H.S.) Varsity and Jr. Varsity	350	500
High School Play (3)	300	450
Freshman Class Adviser (High School)	100	150
Sophomore Class Adviser (High School)	100	250
Junior Class Adviser (High School)	250	350
Senior Class Adviser (High School)	250	450
Stage and Lighting Crew (two contracts)	350	600
Stage Production Personnel	300	300
Business Manager of High School publications	200	500
Oracle - Literary and Art (two contracts)	300	400
Budget Committee Chairman	125	300
Majorettes	150	225
High School Visual Aids	500	550
Foreign Language Paper	150	300
Marching Band Director	500	700
Freshman Cheerleaders	150	200
Forensic League	300	300
Ele. Intramurals Honiss/Selzer Boys	500	500
Ele. Intramurals Honiss/Selzer Girls	400	400
Ele. Yearbook (Selzer-Honiss)	175	200
Ele. Visual Aids (Lincoln)	150	150
Ele. Visual Aids (Grant)	200	200
Ele. Visual Aids (Selzer)	300	400
Ele. Visual Aids (Honiss)	300	400
Ele. Student Organization (Selzer-Honiss)	100	100

DUMONT PUBLIC SCHOOLS

Dumont, New Jersey

COACHES SALARY RANGE

	<u>SALARY RANGE</u>
<u>FOOTBALL</u>	
Head	1,150 - 1,550
1st. Asst.	700 - 1,050
Asst.	700 - 1,000
Asst.	700 - 1,000
Asst.	700 - 1,000
<u>SOCCER</u>	
Head	850 - 1,250
Asst.	500 - 850
<u>CROSS COUNTRY</u>	
Head	550 - 900
Asst.	300 - 500
<u>BASKETBALL</u>	
Head	1,000 - 1,400
1st. Asst.	550 - 950
Asst.	550 - 900
<u>WRESTLING</u>	
Head	850 - 1,250
Asst.	500 - 850
<u>BOWLING</u>	300 - 600
<u>BASEBALL</u>	
Head	850 - 1,250
Asst.	500 - 850
<u>TRACK</u>	
Head	850 - 1,250
Asst.	500 - 850
<u>GOLF</u>	300 - 600
<u>INDOOR TRACK</u>	600 - 800

DUMONT PUBLIC SCHOOLS

Dumont, New Jersey

DEPARTMENT CHAIRMEN SALARY RANGE

A salary range for Academic department chairmen from \$500 to \$1,300 has been established for the following departments:

Science	Social Studies
Industrial Arts	Arts and Humanities
Business Education	Music
English	Health, Physical Education, and Safety
Foreign Language	Home Economics
Mathematics	

The determination of compensation within the established range will be based on an evaluation of the effectiveness of a department chairman's performance.

The program of appraisal includes self-evaluation and a review of the self-evaluation by the department chairman's immediate superior and when deemed necessary, the Superintendent of Schools.

The following areas or dimensions of the chairman's task will be considered in the appraisal:

1. Supervisory Responsibility
2. Length of Work Year
3. Department Organization
4. Professional Leadership
5. Professional Growth
6. Curriculum and Instructional Program
7. Evaluation of Staff
8. Relations with Students
9. Relations with other Staff Members
10. Relations with Community
11. Relations with Central Administration and Other School Units
12. Schedules, Accounts and Other Management Matters
13. Department Climate