

THIS DOES NOT  
CIRCULATE

DEMAREST PUBLIC SCHOOLS  
DEMAREST, NEW JERSEY

1976-1977

AGREEMENT

between

THE DEMAREST BOARD OF EDUCATION

and

THE DEMAREST EDUCATION ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

DEC 7 1978

RUTGERS UNIVERSITY

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AGREEMENT made the            day of            November, 1976  
between The DEMAREST BOARD OF EDUCATION, hereinafter called  
the "Board", and THE DEMAREST EDUCATION ASSOCIATION, here-  
inafter called the "Association".

ARTICLE I  
RECOGNITION

A. The board recognizes the Association as the exclusive collective bargaining representative of all members of the teaching staff and all specialists, including the nurse, the librarian, the psychologist and the learning disability specialist but excluding all supervisory personnel and the social worker.

B. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in paragraph A above.

C. Whenever the word "part-time employee" is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in paragraph A above, who is regularly scheduled to work less than a total of four (4) full days a week.

## ARTICLE II

### POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c.303, as amended and supplemented, the Board, acting directly or through its Superintendent of Schools, shall continue to have the exclusive right to take any action it deems appropriate in the superintendence, management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

## ARTICLE III

### DUES DEDUCTION

#### A. AUTHORIZATION

1. When an employee duly executes and delivers to the Board an authorization for Association dues deductions, in the form set forth in paragraph B, below, the Board shall make such dues deductions in accordance with that authorization. Each such dues deduction shall be made from the first wage payment of each month of the said employee but in no event earlier than two (2) weeks from the date the said authorization is received by the Board. Any amount so deducted from the wages of an employee shall be remitted to the Treasurer of the Association once in each month on or before the expiration thereof.

2. The Board shall continue to make such dues deductions so long as the following conditions are met:

- a. The authorization remains in effect,
- b. The individual remains an employee as defined in paragraph B of Article I of this Agreement,  
and
- c. The Association remains the representative of the employee for the purpose of collective bargaining.

#### B. FORM OF AUTHORIZATION

The recognized form of authorization for dues deduction is as follows:

DUES DEDUCTION AUTHORIZATION

I, the undersigned, an employee of Demarest Board of Education, do hereby authorize my employer for the 1976-1977 school year to deduct from my wages, the first payroll period of each month, an amount sufficient to provide for payment of the regular monthly membership dues of the organizations indicated below, and to transmit same forthwith to the Treasurer of the Association.

This authorization is to take effect immediately and to continue in full force and effect until written notification of its withdrawal by the undersigned is filed with the Board of Education. The filing of such notice of withdrawal shall be effective to halt deductions as of January 1 next succeeding the date on which such notice of withdrawal is filed. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefore.

I DESIGNATE THE DEMAREST EDUCATION ASSOCIATION TO RECEIVE AND DISTRIBUTE DUES AS FOLLOWS:

	:	1976-77 SCHOOL
	:	YEAR DUES OR AS
	:	CERTIFIED BY THE
	:	ORGANIZATION
<input type="checkbox"/>	:	
DEA DEMAREST EDUCATION ASSN.	:	\$
<input type="checkbox"/>	:	
BCEA BERGEN COUNTY EDUCATION ASSN.	:	\$
<input type="checkbox"/>	:	
NJEA NEW JERSEY EDUCATION ASSN.	:	\$
<input type="checkbox"/>	:	
NEA NATIONAL EDUCATION ASSN.	:	\$
	:	_____
TOTAL AMOUNT	:	\$

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Employee here)

\_\_\_\_\_  
(Address of Employee)

\_\_\_\_\_  
(Social Security No.)

\_\_\_\_\_  
(Type or print name of Employee here)

### C. AMOUNT OF DUES

The Association shall notify the Board in writing of the amount of regular monthly membership dues. If this amount is changed at any time the Association must give notice thereof to the Board in writing. In order to allow sufficient time for necessary adjustment in the payroll system such notice shall not be effective until thirty (30) days after its receipt by the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee, group of employees, or the Association, based upon the interpretation, application or violation of this Agreement.

2. An "aggrieved person" is the person, persons, or the Association making the claim.

3. "Association" means the D.E.A. or a committee designated by the D.E.A.

B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the Building Principal within ten (10) school days after cause of complaint arises. The Building Principal shall give his/her written answer within three (3) school days thereafter.

SECOND STEP: If no satisfactory settlement is reached in the First Step, the aggrieved person shall present the grievance to the Superintendent in writing within five (5) school days after the Building Principal shall have given his/her written answer in the First Step.

Within 10 school days after the presentation of such grievance the Superintendent or a designee shall meet with the aggrieved person or a designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The Superintendent or a designee shall render a written decision within 5 school days after such meeting.



THIRD STEP: If no satisfactory settlement is reached in the Second Step, the aggrieved person may, within 10 school days after the receipt of the answer at the Second Step, request in writing a formal hearing before the Board which shall be held within 30 days thereafter. The Board shall render a written decision setting forth its findings and conclusion within 30 days after the hearing is concluded.

FOURTH STEP:

1. In the event the grievance, as hereinabove defined, shall not have been resolved in the foregoing steps, the aggrieved person shall have the right to request the Public Employment Relations Commission, pursuant to L. 1968, c. 303, as amended and supplemented, to furnish one arbitrator to consider the grievance and render findings, which said findings shall be binding upon the parties. Such request for arbitration shall be made within 10 school days after the receipt of the Board's written decision under the Third Step and a copy of said request shall be filed with the Superintendent.

2. The arbitrator shall determine the processes he/she shall use to gather information, statements, etc. required for his/her findings.

3. The arbitrator shall submit a written statement of his/her findings to each party within 20 days of concluding hearings.

4. The arbitrator shall bill the Association and the Board severally for one half of the costs for his/her services including travel, subsistence, facility rental, supplies, secretarial help, etc. that are necessary to the case being adjudicated.

5. If the normal procedures would extend beyond June 30, the appellant may choose to continue into the summer vacation or on September 1. The term "school days" in this article shall include an administrator's working days during the summer, i.e. Monday-Friday except holidays and vacations.

#### C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in paragraphs B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

#### D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice. When a member is not represented by the Association the Association may be present and state its views.

When submitting the grievance to the administrator or Board at any of the steps, the member or Association shall give written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communications, records, etc. dealing with a specific grievance shall be stored in a separate grievance file in the Superintendent's office and not in the personnel file of the participants.

ARTICLE V

SALARIES

A. The salary guide for persons covered by this Agreement is set forth in Appendix A.

B. An employee shall receive all increments on the salary guide and all increases provided he/she received a satisfactory evaluation from those charged with supervisory responsibility and provided further that such increment or increase is approved by the Board.

C. In the event a tenure employee receives an unsatisfactory final evaluation during the school year he/she shall receive written notice thereof and shall be given until February 15th of the following school year to correct and overcome the same. If by February 15th of the following school year he/she shall not have corrected or overcome his/her unsatisfactory performance, he/she shall not receive an increment or increase for the following school year, provided that a tenure employee shall receive written notice from the Superintendent by February 25 that such increment or increase shall not be recommended, and provided further that if such tenure employee desires, he/she shall be afforded a formal hearing before the Board with or without representation to contest such action if he/she submits a written request to the Board within two (2) weeks after receipt of said written notice.

D. If an employee requests a formal hearing before the Board pursuant to paragraph C above, he/she shall receive such hearing within 30 days. The Board shall render a written decision setting forth its findings of fact and conclusions

within 20 days after the hearing is concluded.

E. If the tenure employee receives satisfactory final evaluations for the next two years, at the beginning of the third school year he/she shall be placed at that step of the salary guide where he/she would have been placed had he/she not received an unsatisfactory evaluation.

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

A. The Board shall provide 100% insurance protection for individual employees covered by this Agreement and their families under the New Jersey State Health Benefits Program. (Blue Cross, Blue Shield with Extended Benefits and Major Medical)

B. If the Board requires a physical examination of any employee the Board shall pay up to \$75.00 for such examination. Employees may go to a physician of their choice for this examination, but such physician shall submit his/her findings to the Board via its School Physician.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

The Board shall pay in the following manner a maximum total of \$7,000 toward the reimbursement of a maximum of 75% of the aggregate costs of tuition and fees required for enrollment, hereinafter referred to as "tuition", for approved courses taken by all employees who have served at least one year in the district.

1. Eligible staff members shall be reimbursed for 75% of the total tuition costs of the first 3 credits of approved courses taken during the school year provided however that, should the total costs of reimbursement to which they would otherwise be entitled exceed the sum of \$7,000 during the school year, the actual reimbursement to them shall be a percentage of their costs calculated from a fraction the numerator of which shall be \$7,000 and the denominator of which shall be the total tuition costs of the first 3 credits of approved courses taken during the school year by all eligible staff members.

2. In the event the sum of \$7,000 shall not have been exhausted pursuant to paragraph 1, the balance shall be applied to the reimbursement of tuition costs beyond the first 3 credits taken in the school year by all eligible staff members, such reimbursement to be a percentage of all such costs, which percentage shall be calculated from a fraction the numerator of which shall be such balance and the denominator of which shall be the total of all such costs.

3. All payments for tuition costs made by the Board pursuant to this Article which shall exceed the limitations of paragraphs 1 and 2 shall be reimbursed to the Board through a deduction from the salary payments of the staff members next following a determination that such limitations have been exceeded.

4. Courses to be taken and institutions to be attended must be approved in writing by the Superintendent prior to registration. If the employee finds that the approved course is closed, he/she may obtain verbal approval from the Superintendent for an alternate course. Such verbal application shall be confirmed through use of the regular forms.

5. An official school or university transcript shall be submitted to the Superintendent indicating satisfactory completion of the course. If the employee fails to complete the course with an average (C) grade or better, he/she shall refund the tuition paid either in cash or through a deduction from salary during the subsequent three months.

6. Payment under the terms of this Article shall be limited to six (6) credits per semester during the school year (September 1 to June 30), and nine (9) credits during the summer (July-August). Part-time employees who are otherwise eligible shall receive reimbursement at a percentage equal to their working time, e.g., a .5 employee shall receive .5 of the reimbursement to which a full-time employee would be entitled.

7. Payment of tuition for approved courses may be made through educational credit payment plans which permit the employee to register without making any direct payment to the college.

If an employee pays tuition directly, he/she shall file proof of payment on or before October 1, March 1, and/or July 1 for reimbursement



during that month. If the Board pays the total tuition, it shall, subject to the additional limitations of paragraph 1, 2, and 3, deduct 25% of such payment from the employee's salary in October, March or prior to termination of employment, whichever occurs first.

B. PROFESSIONAL LIBRARY

The Board shall allocate at least \$500.00 for the improvement of the professional library of periodicals and reference books or materials. This library shall remain the property of the Board and be available to all professional staff members, the Association, or its designated committee, shall recommend items to be purchased to the Superintendent on or before February 1 of the current school year.

C. SUPPLEMENTAL AIDS

The Board shall allocate the sum of \$35.00 to each full-time employee for purchasing supplemental teaching materials. Employees serving less than full time shall be entitled to an allocation equal to the percentage of time worked by that employee, e.g. a .5 teacher shall be entitled to .5 of \$35.00 or \$17.50. The employee shall verify such purchases by submitting receipts. Any unexpended funds shall be returned to the Board by June 1 of the current school year.

D. CONVENTION

The Board shall pay each employee who attends the annual NJEA Convention for two full days the sum of \$50.00 or for one full day, the sum of \$15.00 if appropriate verification or such attendance is submitted with the claim voucher.

ARTICLE VIII

LEAVES OF ABSENCE

A. PERSONAL ILLNESS LEAVE

1. Personal illness leave is defined to mean absence of the employee from his/her post of duty because of personal or family disability due to illness or injury. Such leave on account of family disability shall be granted only in the event of illness or injury to a member of the employee's immediate family (husband, wife, children, mother or father) who shall be residing with him and whose disability necessarily requires the employee's absence.

2. All regular full-time employees shall be allowed personal illness leave for eleven (11) working days in any school year. Personal illness leave not utilized by an employee in any one year shall be accumulated and may be used as required for personal illness in subsequent years so long as the employee continues in service within the school district.

3. Whenever the absence covered by paragraph 1 above exceeds the employee's current and accrued leave allowance, and the employee is regularly employed full-time, the employee shall receive his/her salary less the established rate of substitute pay, whether or not a substitute is employed, for a period of five (5) working days for each year of employed service in the Demarest Public Schools.

4. Personal illness leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees

5. Any employee whose absence for personal illness is for a period of more than five (5) consecutive days may be required to furnish a medical statement from the attending physician certifying to the disability.

B. BEREAVEMENT LEAVE

1. When a death occurs in a full-time employee's and/or spouse's immediate family (husband, wife, children, mother or father, as well as brothers or sisters), the employee shall be allowed five (5) days' absence with full pay.

2. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) day's absence with full pay.

3. Bereavement leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

C. PERSONAL LEAVE

1. Full-time employees shall be allowed a total of three (3) days per year for leave on matters of personal business, including religious observance, upon application therefor to the Superintendent. Such personal leave shall be with full pay.

2. This leave shall not be cumulative.

3. Personal leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

4. Except for emergency reasons, a minimum of one (1) week's notice of taking such leave shall be given to the employee's appropriate principal.

D. LEAVES FOR PROFESSIONAL REASONS

1. Professional staff members may be granted days of leave for professional activities upon the approval of the Superintendent.

2. Requests for such approval shall be submitted as far in advance as possible, preferably before any financial commitments are made, but no less than one week prior to the day(s) requested.

3. Approval of days for professional leaves does not obligate the Board to assume any costs for such leaves.

E. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

F. PREGNANCY LEAVES

1. Preliminary Provisions

A pregnant employee may apply for a leave of absence based upon a claim of disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave account of said employee.

A pregnant employee may, in the alternative apply for a leave of absence not based upon a claim of disability in accordance with the provisions hereinafter set forth, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave.

All pregnant employees shall give written notification to the Superintendent of Schools through their Principals of the condition of pregnancy as soon as the

condition of such pregnancy has been confirmed, but in no event later than the end of the fourth month of pregnancy.

2. Request for Pregnancy Leave Based on Claim of Disability:

a. A pregnant employee who desires to continue in the performance of her duties during her period of pregnancy shall be permitted to do so provided she produces a statement of her physician stating that she is physically capable of continuing to perform her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

b. In the event the physician of a pregnant employee shall be of the opinion that said employee is capable of performing her duties up to a specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by the impartial third physician shall be shared equally by the employee and the Board.

c. In no event shall the Board be obligated to permit a pregnant employee to continue in the performance of her duties where her performance has substantially declined from that performance demonstrated by her at the time immediately

prior to her pregnancy.

d. All policies, practices, rules and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq. shall be applicable to pregnant employees applying for leave under Section F (1) of this Agreement. Such employees shall receive no lesser consideration than any other employees nor shall they receive any greater consideration.

e. The employee requesting a pregnancy leave under the provisions of this Section F (1) shall specify in writing the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth. Such requests shall be consistent with the foregoing provisions.

f. The Board shall have the right to require any pregnant employee who desires to return to her duties by a fixed date to produce a certificate from her physician stating that she is capable of resuming her duties, In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph F (2) (b) shall be applicable as to the method of resolving such a disagreement.

g. Whenever, in the opinion of the Board, the dates for the commencement of a pregnancy leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.

h. Ordinarily, a pregnant employee shall be expected to resume her duties, subject to the provisions of Paragraph F (2) (g) above, within fifteen (15) days of the date of the delivery of the child, provided, however, that such resumption of duties is not medically contraindicated.

i. Where pregnancy leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon the application by the employee to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et. seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.

j. The provisions of this Agreement shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

k. Pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of the Agreement hereinafter set forth.

3. Request For Pregnancy Leave Not Based on Claims of Disability:

a. A pregnant employee who desires to commence a leave of absence without regard to any claim of disability as set forth in Section 1, ante, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence shall be without pay.

b. Employees requesting a pregnancy leave under the provisions of this Section (2) shall specify in writing the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth.

c. Should there be any question as to the medical condition of any employee who desires to resume her duties by a specified date, then the provisions of Paragraphs (b) and (f) of Section (2) of this Agreement shall be applicable.

d. The provisions of Paragraphs 2 (c), (g), (i), (j), and (h) are hereby made applicable to the provisions of this Section (3) of this Agreement and are incorporated herein by reference as though set forth at length.

G. CHILD REARING LEAVE

1. In the case of a birth of a child any teacher shall have the right to apply for a leave without pay for child rearing purposes.

2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.



3. In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon the termination of the pregnancy leave.

4. Child rearing leave may be granted for a period of up to the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the teacher, be extended for one additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

6. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

7. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth of the child.

8. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned

to such pupils at the start of the school year.

9. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

#### H. PATERNITY LEAVE

Paternity leave shall be granted with full pay to male employees for a maximum of five (5) days per school year, within 2 weeks of the time of the child's expected or actual birthdate.

#### I. OTHER LEAVES OF ABSENCE

Leaves of absence with or without pay for reasons other than those covered in paragraphs A through H may be granted by the Board upon such conditions as the Board in its discretion may prescribe.

#### J. EXPLANATION FOR ABSENCES

Absences upon any of the aforesaid grounds shall at the request of the Principal be fully explained on an "Absentee Report", that shall be developed by the Administration with the advice of the Superintendent's Liaison Committee. Absences may also be required to be explained by further substantiating evidence at the request of the Principal.

Refusal by the employee to explain his/her absence and/or to provide reasonable documentation to substantiate his/her explanation, shall be considered a violation of this Agreement, and may be considered a reasonable basis for loss of compensation for the absence in question. This provision shall not apply to leaves for personal business.

K. UNEXCUSED ABSENCES

Unexcused absences for a period of 10 or more consecutive school days shall constitute grounds for suspension and/or dismissal. An employee may contest such action at a formal hearing before the Board, with or without representation, provided he or she submits a written request to the Board within 10 days of mailing of notification of suspension or dismissal to the employee and the Association by certified mail.

ARTICLE IX

SABBATICAL LEAVE

A. ELIGIBILITY

Any full-time member of the teaching staff who shall have completed a minimum of 7 continuous years of service in the school district as of June 30 of the year in which the application for sabbatical leave is submitted shall be eligible to apply for such leave in accordance with the provisions of this Article. A teacher who receives sabbatical leave hereunder shall not again be eligible to apply for such leave until 10 years shall have elapsed.

B. LENGTH OF LEAVE

Such leaves may be for one full school year (September 1 - June 30), or for one half of the school year (September 1 - January 31, or February 1 - June 30).

Exceptions to this provision may be made by the Board.

C. NUMBER OF LEAVES

Only one employee may be on sabbatical leave at a given time. Two different teachers may be granted successive half-year leaves during the same school year.

D. PURPOSES OF LEAVE

Sabbatical leaves will ordinarily be granted only for purposes of professional study, research and travel. An employee whose objectives do not fall within any of these categories may nevertheless submit an application provided the objectives of his application are fully and clearly set forth therein.

E. APPLICATIONS

The application for a sabbatical leave shall be in writing and shall be submitted prior to February 1 of the calendar

year prior to the academic year for which the leave of absence is desired.

2. The written application should outline in detail the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and shall also contain any additional information which may be helpful in evaluating the request.

3. The application shall include:

- a) Travel - An itinerary of the trip, indicating specific ways in which such travel will contribute to the applicant's improvement as a classroom teacher in the particular field in which he is engaged.
- b) Research - The subject, the objectives and the methods to be followed in completing the research as well as the place or places where such research will be conducted. The applicant shall also state the nature of the work product which he/she intends or expects to create as a result of his said research.
- c) Study - The courses and objectives of the program of study as well as the institution where such program will be pursued. The policy on reimbursement for tuition is not applicable in instances where sabbatical leave is granted.

F. Evaluation of Application

1. The Superintendent shall evaluate each request and shall submit his/her recommendation to the Board.

2. In arriving at his/her recommendation the Superintendent shall give primary consideration to those plans which involve

greatest self-improvement and greatest benefit to the school system. A secondary consideration shall be the seniority of the staff members applying for leave.

3. The Board may request the presence of the applicant at the meeting at which the application is to be considered.

#### G. Condition of Leave

As a condition for the granting of sabbatical leave the teacher, if so requested by the Board, shall enter into a contract with the Board to continue in service for a period of no less than 2 years after the expiration of the leave of absence. Upon failure to continue the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical leave that the unfulfilled portion of the 2 subsequent years' service bears to the full 2 years. However, the teacher shall be released from such payment if his/her failure to serve the stipulated 2 years shall be due to his/her illness or disability, or if he/she is discharged from his/her position. In addition, no repayment shall be due from the employee's estate if he/she shall expire before the end of the 2 year period.

#### H. SALARY AND BENEFITS

1. An employee on sabbatical leave shall receive a salary equal to 50% of the salary he/she would have received had he/she continued to teach in the school system during the time of his/her leave.

2. Salary payments shall be made on the same basis as for regularly employed teachers.

3. Regular deductions shall be made from such compensation for the Teachers' Pension and Annuity Fund and such other purposes as may be authorized by the teacher.

4. The Board shall continue its normal contribution for major-medical insurance and other fringe benefits for the employee during such leave of absence.

5. During a sabbatical leave the employee shall continue to accumulate sick leave.

6. The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on that step of the appropriate guide which he/she would have attained had he/she taught the entire previous year in the school district.

I. NOTIFICATION TO TEACHER

Notification of the action taken by the Board on requests for sabbatical leaves shall normally be given in writing by April 1 following the submission of the application.

J. SUBSTANTIAL INTERRUPTION AND TERMINATION OF LEAVE

1. In the event of injury, illness or other reasons which cause the teacher to substantially interrupt or to terminate or frustrate the achievement of the objectives for which the sabbatical leave was granted, he/she shall notify the Superintendent thereof forthwith.

2. Upon receipt of such notification the Superintendent shall, in the case of injury or illness, notify the Secretary of the Board and the employee that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification. In instances where the leave is terminated by illness or injury, the employee shall receive sick pay for a period of time equal to his/her accumulated sick leave. The employee shall have the medical reasons for interruption of the leave verified by a medical doctor and have a report forwarded to the Superintendent.

Upon release by his/her private physician and the approval of the school physician, the employee shall thereafter return to regular duty for the remainder of the school year or at the option of the Board, shall be permitted to resume his/her leave. If the employee returns to duty for the balance of the academic year, he/she shall be assigned as needed, at the discretion of the Superintendent, within the area in which the teacher is certified. If his/her accumulated sick leave is exhausted and the employee is either unable to resume his/her sabbatical leave of absence or unable to resume his/her teaching duties, the Board shall determine whether to grant the leave of absence for the balance of the academic year, and under what conditions.

3. In the event the purposes of the sabbatical leave are substantially interrupted, frustrated or terminated for reasons other than injury or illness the Board shall determine whether the teacher shall return to teaching duties for the remainder of the school year and upon what terms or whether he/she shall be permitted to resume his/her sabbatical leave.

#### K. ADDITIONAL COMPENSATION

The successful applicant agrees not to accept other employment during the period of the leave unless it pertains directly to his/her objectives and then only with the prior approval of the Superintendent.

#### L. REPORTS

At the completion of the leave, the teacher shall submit a written evaluation of his/her experiences in light of the objectives for which the leave was granted and in addition, an oral report may be requested by the Board. The teacher shall also report to the Superintendent from time to time during the period



of the leave if requested so to do.

M. REVOCATION OF LEAVE

If the Superintendent is of the firm opinion that the teacher is not fulfilling the purposes for which the leave was granted, he/she shall report this fact to the Board. If the Board believes that grounds for the revocation of leave may exist, it shall provide the teacher with an opportunity to be heard thereon. After evaluating the merits of the case, the Board shall either continue the leave or revoke it and return the teacher to teaching duties.

## ARTICLE X

### RIGHTS OF THE ASSOCIATION AND ITS MEMBERS

A. Whenever the parties authorize an employee to participate during working hours in meetings relating to the Administration of this Agreement, he/she shall suffer no loss in pay.

B. The Association is guaranteed at least one meeting per month to be held on school premises outside of teaching hours but only with the prior permission of the Principal of the building in question. Such permission shall not be unreasonably withheld.

C. 1. The Board shall provide a bulletin board in each faculty lounge for use by the Association. All notices or bulletins on such bulletin boards shall be signed by a member of the Executive Committee of the Association.

2. Such bulletin boards shall not be used by the Association for attacking any individual or the Board nor for posting or distribution of political matter of any kind whatsoever.

3. The Association shall remove from its bulletin boards any matter which does not comply in all respects with the provisions of this Article.

4. There shall be no distribution or posting of Association notices or literature at any other place in the school building, except at meetings or in the employee's mailbox, provided the Board has the right to know the contents of all material placed in said mailbox.

D. The Association shall have the right to maintain a file cabinet in each faculty lounge for the exclusive use of the Association.

E. The Demarest Education Association shall enjoy all rights granted under and by virtue of the provisions of L. 1968, c. 303, as amended and supplemented, as well as other applicable laws of the State of New Jersey and of the United States, and under the Constitution of the United States and of the State of New Jersey. Neither the Association nor any of its members shall be discriminated against, coerced or reprimanded by virtue of their exercise of such rights.

## ARTICLE XI

### LIAISON COMMITTEES

A. It is agreed that in order to encourage and facilitate communication between the teaching staff and the administrators, 2 teacher-principal liaison committees shall be created, one to represent grades K-4, and the other to represent grades 5-8.

B. To assure direct representation, the K-4 teachers shall select one teacher from each grade level K-4 to serve on a combined liaison committee from Luther Lee Emerson School and County Road School, not more than 3 teachers coming from either school. A specialist shall be qualified to represent the K-4 teachers. Four teachers shall be selected from grades 5-8, one from each grade level and one shall be selected to represent the specialists. A chairperson shall be chosen from each principal's liaison committee.

C. The committees shall convene a minimum of once a month but no more than 12 times in the contract year, the time and place to be mutually agreed upon. Should both parties agree that no meeting is necessary for a specific month, that monthly meeting shall be cancelled.

D. Agenda items shall be distributed to all staff members and administrators at least 3 days prior to the liaison meeting. There shall be no additions to the agenda once it has been submitted.

E. A recording secretary shall be chosen from the representatives present to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within two (2) school days after such meetings are held. Minutes shall be reviewed for accuracy prior to general distribution.

F. A committee consisting of six liaison committee members, a minimum of two from each district school liaison committee and two at-large shall meet with the Superintendent and Building Principals a minimum of once a month, but no more than 12 times in the contract year, the time and place to be mutually agreed upon. Such meetings shall be held within ten (10) school days after the principal's liaison meeting to review and discuss school problems and practices relating to and affecting the teaching staff and the curriculum. Should all parties agree that no meeting is necessary for any specific month, such monthly meeting may be cancelled. A chairperson shall be chosen for the Superintendent's liaison committee.

G. Agenda items shall be distributed to all staff members and administrators 3 days prior to the liaison meeting. There shall be no additions to the agenda once it has been submitted.

H. A recording secretary shall be chosen from the representatives present to record minutes of such meetings. These minutes shall be typed by a school secretary on a rotating basis and distributed to all members of the faculty and administration within two (2) school days after such meetings are held. Minutes shall be reviewed for accuracy prior to general distribution.

I. A committee consisting of three members of the Board of Education, three administrators, and six faculty members shall meet a minimum of six (6) times throughout the contract year to further opportunities for communication among the three components of school organization, and to provide a forum for discussion of problems that may be inhibiting the operation and development of the district as a whole.

J. The chairperson and recording secretary shall be rotated among the Board, Administration, and Faculty three times per year.

K. The agenda shall consist of a maximum of three items -- one item coming from each component member. Such items shall be submitted to the next meeting's chairperson. These items should be written in conceptual terms that express general rather than personal concerns. If, by a pre-arranged date, the chairperson does not receive an item from one component member, he/she may offer the opportunity to the other component members for an additional item. Agendas should be submitted to all members of the Board of Education, the Administration, and the faculty at least ten (10) school days prior to the meeting in order to insure adequate input from all concerned parties. If no items are submitted by a pre-arranged date, then no meeting will be held.

L. Minutes of such meetings shall be typed by a school secretary on a rotating basis and distributed to all members of the Board of Education, the Administration, and the Faculty within one (1) week after such meeting. Minutes shall be reviewed for accuracy prior to general distribution.

M. In the event the DEA President shall not be a member of any of the aforesaid liaison committees, he/she shall nevertheless be permitted to attend such meetings and participate.

N. The liaison committees shall not take the place of the grievance committee.

## ARTICLE XII

### HOURS AND ASSIGNMENTS

#### A. TEACHERS DAY

1. Employees shall not be required to report to work earlier than 30 minutes before and may leave 30 minutes after their building's pupil day, except when staff meetings are convened, in which case the employees shall not be required to remain later than 4:30 P.M.. This provision does not apply to teacher assignments at special events or for emergencies.

2. Employees shall personally indicate their arrival or leaving by placing a checkmark next to their name.

3. In the event evening meetings are deemed necessary, the teachers shall be consulted as to the date and time of the meetings. 1 P.M. dismissals for pupils shall be provided on the days of formal parent conferences. 3 P.M. dismissals shall be provided for teachers attending back-to-school nights or other evening meetings.

#### B. ASSIGNMENT

1. Each employee shall be given notification of his/her teaching assignment for the next school year on or before June 1, if possible. These assignments may be changed in accordance with changing conditions, particularly enrollments, but the staff member shall be notified forthwith.

2. All staff shall be informed of vacancies as they occur, and they may indicate their interest in such vacancies and shall receive full consideration for such openings. Their assignment shall not be required, however.

ARTICLE XIII

IN-SCHOOL WORK YEAR

A. The in-school work year for the ten (10) month professional staff shall consist of the student calendar plus four (4) full days and additional days for teachers new to our district for purposes of orientation as the Administration shall determine.

The in-school work year schedule shall be published not later than June 1 preceding the school year in which it is to become effective.

B. The Superintendent shall prepare a student calendar and shall consult with the Association, other individuals and organizations within the school system, and, as he/she sees fit, individuals and organizations other than within the school community, and shall recommend a student calendar to the Board.

C. The four (4) professional staff days mentioned above shall be designated within the dates of the ten (10) month contracted year and shall be exclusive of the NJEA convention. Attendance at school shall not be required of teachers not attending the NJEA convention.

D. The Superintendent shall consult with the Association, other individuals and organizations within the school system prior to any modification of the "in-school work year" due to an emergency situation.

E. It is hereby understood that the student calendar is a non-negotiable item.



ARTICLE XIV

OTHER COMPENSATION OR STIPENDS

A. The Board shall pay annual stipends to teachers assigned to extra-curricular activities which, in the judgment of the Board, require significant, regularly scheduled time outside of the regular school day as follows:

Athletic Program	-- \$1065 to teachers with 5 years prior service in this district
	-- \$615 to any other teacher
Student Council	-- \$300
AVA Group	-- \$440
AVA Aide at County Road School	-- \$200
AVA Aide at Luther Lee Emerson School	-- \$150
Yearbook	-- \$300
Chorus	-- \$300
8th Grade Advisor	-- \$300
Dramatics Advisor	-- \$300

B. An automobile allowance shall be paid to each employee who shall be assigned to more than one school building per day. Said allowance shall be paid at the rate of \$8 per annum for each week day said employee shall be assigned to two schools and \$14 per annum for each week day said employee shall be assigned to three schools.

C. For preparing and teaching in-service courses, a fee of \$17.50 shall be paid for each hour of actual instruction of an in-service course which is approved by the school administration.

D. If a college does not pay a teacher to supervise a student teacher, this district shall do so at the same rates that are set by the New Jersey state colleges for this service.

ARTICLE XV

MISCELLANEOUS

A. The Board shall provide two full-time clerical aides for the teaching staff and one part-time secretary for the Child Study Team and nurse, combined.

B. The Board shall furnish lunchtime aides as follows, provided that school in question has a lunchtime program:

1 aide to Luther Lee Emerson School

2 aides to the Middle School

1 aide to County Road School

If possible, substitute aides shall be employed on days when the regular aide is absent.

C. The Board shall supply two sets of uniforms, with the following limits, for each science (\$20), art (\$20), and physical education (\$85) teacher. Said uniforms shall be the property of the Board but shall be cleaned and maintained by the teachers.

D. There shall be an air-conditioned staff lounge in each school building owned by the Board for the use of all staff members during the school day.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement includes all terms and conditions of employment negotiated between the Board and the Association and shall be effective as of July 1, 1976, and shall continue in full force and effect to and including June 30, 1977. Commencing no later than October 1, 1976, the parties shall meet to discuss and negotiate any proposals with respect to an agreement to be effective on July 1, 1977.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries all on the day and year first above written.

DEMAREST EDUCATION ASSOCIATION

DEMAREST BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

DATE \_\_\_\_\_

APPENDIX A (p. 1)

LEVELS

Step	<u>I BA</u>	<u>II-A BA + 16(M)</u>	<u>II G/ BA + 16(MP)</u>	<u>III-A BA + 32(M)</u>	<u>III-B BA + 32(M/G)</u>
1	\$10,000	\$10,350	\$10,650	\$10,650	\$10,950
2	10,650	10,950	11,250	11,250	11,550
3	11,250	11,550	11,850	11,850	12,150
4	11,800	12,100	12,400	12,400	12,700
5	12,300	12,600	12,900	12,900	13,200
6	12,800	13,100	13,400	13,400	13,700
7	13,400	13,700	14,000	14,000	14,300
8	13,900	14,200	14,500	14,500	14,800
9	14,400	14,700	15,000	15,000	15,300
10	-	15,250	15,550	15,550	15,850
11	-	15,750	16,050	16,050	16,350
12	-	16,250	16,550	16,550	16,850
13	-	-	-	17,050	17,350
14	-	-	-	-	-

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Key: (G) = Graduate Courses  
 (M) = Mixed Courses e.g. Grad., undergrad., limited in-service  
 (P) = Applies to present (1974-5) staff only

Definition of Levels

- I - B.A.
- II-A - B.A. plus 16 credits, not to include more than 8 in-service credits
- II - B.A. plus 16 graduate credits or currently at Level II of the 1974-75 salary guide
- III-A - B.A. plus 32 credits, not to include more than 16 in-service credits
- III-B - B.A. plus 32 credits, not to include more than 8 in-service credits and not less than 16 graduate credits

APPENDIX A (p. 2)

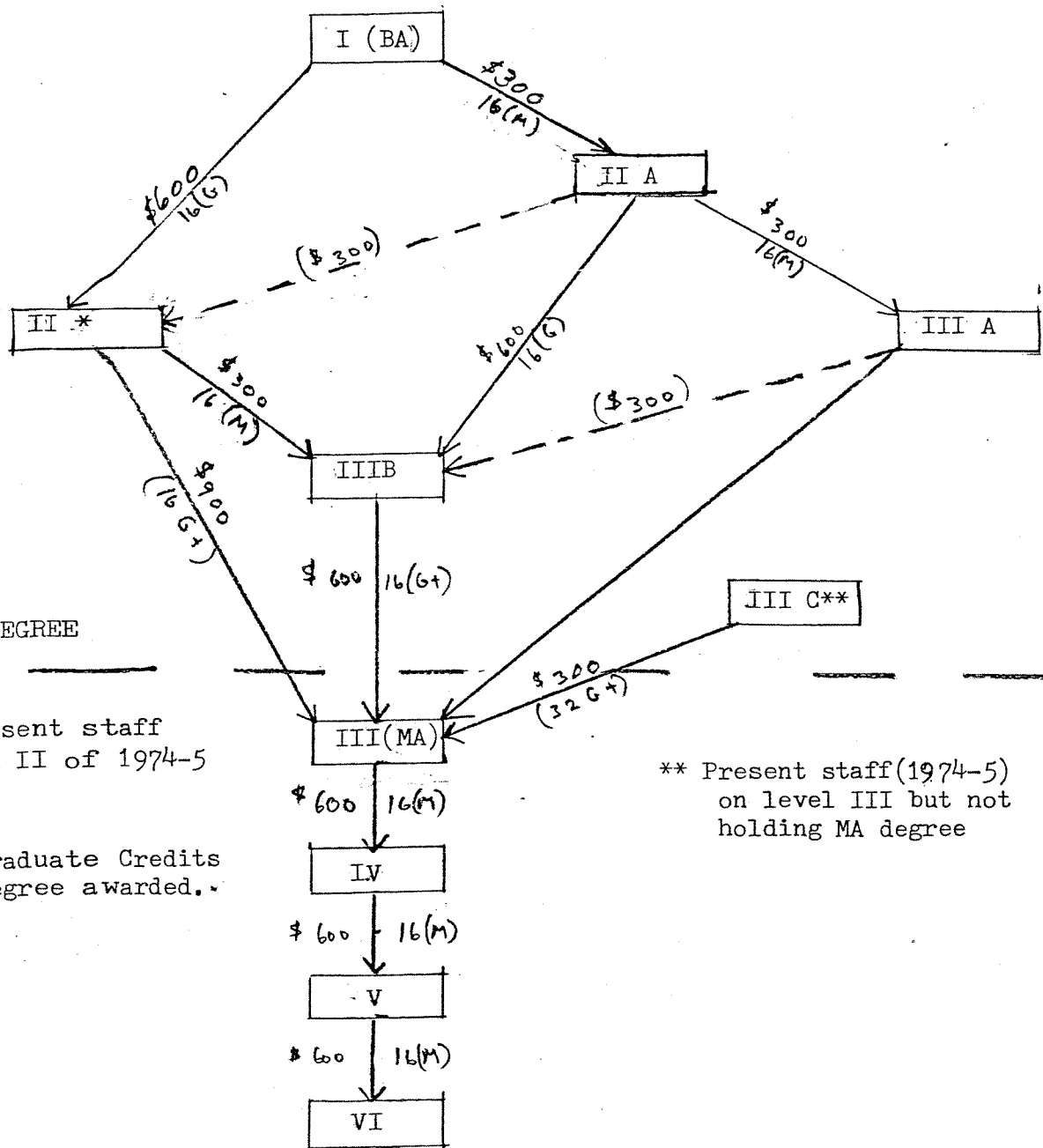
LEVELS

Step	III-C BA + 32(MP)	III MA	IV MA + 16(M)	V MA + 32(M)	VI MA + 45(M)
1	\$11,250	\$11,550	\$12,150	\$12,750	\$13,350
2	11,850	12,150	12,750	13,350	13,950
3	12,450	12,750	13,350	13,950	14,550
4	13,000	13,300	13,900	14,500	15,100
5	13,500	13,800	14,400	15,000	15,600
6	14,000	14,300	14,900	15,500	16,100
7	14,600	14,900	15,500	16,100	16,700
8	15,100	15,400	16,000	16,600	17,200
9	15,600	15,900	16,500	17,100	17,700
10	16,150	16,450	17,050	17,650	18,250
11	16,650	16,950	17,550	18,150	18,750
12	17,150	17,450	18,050	18,650	19,250
13	17,650	17,950	18,550	19,150	19,750
14	-	-	19,050	19,650	20,250

Definition of Levels

- III-C - Any currently employed teacher without M.A. degree at at Level III of the 1974-75 salary guide.
- III - M.A.
- IV - M.A. plus 16 credits, not to include more than 8 in-service credits
- V - M.A. plus 32 credits, not to include more than 16 in-service credits
- VI - M.A. plus 45 credits, not to include more than 22-in-service credits

This chart is provided to illustrate possible guide movements.  
 No advancement to a higher guide level may occur unless the requirements for that level are fully met.



EARNED DEGREE

\*Also present staff on level II of 1974-5 guide

(G+) = Graduate Credits plus degree awarded.

\*\* Present staff (1974-5) on level III but not holding MA degree

APPENDIX A (p.4)

PLACEMENT AND MOVEMENT ON SALARY GUIDE

1. The initial salary placement on this guide shall be negotiated by the candidate and the Board. If the candidate agrees to start a step lower than his/her years of experience outside the district, he/she may not claim credit for these years during subsequent years. However, no employee will be paid less than the Step 1 salary for his/her educational level.
2. Teachers holding or gaining tenure shall be compensated @ \$500 above the salary specified on their appropriate guide.
3. A teacher, whose years of experience credited in 1975-76 exceeds the number of steps on the guide appropriate to his/her educational level, shall receive the higher salary when computed in the following alternate ways:
  - a. His/her 1975-76 salary plus a longevity increase of \$750, or
  - b. His guide level maximum plus tenure pay.
4. Initial employment beginning on or before Jan. 1 and continuing to June 30 shall be considered a full year of service for salary purposes. No credit shall be given for less than one full year's service.
5. As a condition for salary increases, each teacher must receive at least three credits approved in advance by the Superintendent during each two-year period of employment. As a further condition, each teacher may apply not more than three in-service credits toward the above requirement in any four-year period of employment. The same in-service credits may NOT be used to move both horizontally and vertically on the guide.
6. The same college credits may be used to move both horizontally and vertically on the guide.
7. No more than 8 in-service credits may be used to move horizontally from one guide level to another and such in-service credits are subject to prior administrative approval.

APPENDIX A (p.5)

8. Horizontal movement on the guide shall take effect only on September 1, provided, however, that in the event a teacher shall submit a transcript showing completion of a college or graduate course, or in the case of in-service credits, a certificate of completion, prior to November 1, horizontal movements shall be retroactive to September 1.
9. No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.
10. No in-service credits obtained prior to September 1, 1974 shall be applicable to future horizontal movement on the guide after July 1, 1975.
11. All references herein to B.A. degree shall include B.S. degree and all references herein to M.A. degree shall include M.S. degree.