

AGREEMENT

between

THE DEMAREST BOARD OF EDUCATION

AND

THE DEMAREST EDUCATION ASSOCIATION

2020- 2021

2021-2022

2022-2023

DEMAREST PUBLIC SCHOOLS
DEMAREST, NEW JERSEY

TABLE OF CONTENTS

<u>ARTICLE I</u>	
RECOGNITION	1
<u>ARTICLE II</u>	
POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS	2
<u>ARTICLE III</u>	
DUES DEDUCTION	3
<u>ARTICLE IV</u>	
GRIEVANCE PROCEDURE	5
<u>ARTICLE V</u>	
SALARIES	8
<u>ARTICLE VI</u>	
INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS	9
<u>ARTICLE VII</u>	
PROFESSIONAL IMPROVEMENT	10
<u>ARTICLE VIII</u>	
LEAVES OF ABSENCE	12
<u>ARTICLE IX</u>	
RIGHTS OF THE ASSOCIATION AND ITS MEMBERS	18
<u>ARTICLE X</u>	
LIAISON COMMITTEES	20
<u>ARTICLE XI</u>	
HOURS AND ASSIGNMENTS	23
<u>ARTICLE XII</u>	
IN-SCHOOL WORK YEAR	27
<u>ARTICLE XIII</u>	
EVALUATION PROCEDURES	29
<u>ARTICLE XIV</u>	
OTHER COMPENSATION OR STIPENDS	30
<u>ARTICLE XV</u>	
MISCELLANEOUS	32
<u>ARTICLE XVI</u>	
DURATION OF AGREEMENT	33

<u>APPENDIX A-1</u>	
SALARY GUIDE - 20/21 SCHOOL YEAR	34
<u>APPENDIX A-2</u>	
SALARY GUIDE - 21/22 SCHOOL YEAR	36
<u>APPENDIX A-3</u>	
SALARY GUIDE - 22/23 SCHOOL YEAR	38
<u>APPENDIX B</u>	
PLACEMENT AND MOVEMENT ON SALARY GUIDE	40
<u>APPENDIX C</u>	
GRIEVANCE	42
<u>APPENDIX D-1</u>	
TEACHER'S WORKDAY	43
<u>APPENDIX D-2</u>	
UTILIZATION OF UNASSIGNED TIME	44

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive collective bargaining representation of all members of the teaching staff and all specialists, including the nurse, librarian, psychologist, social worker, and the learning disabilities consultant (LDT-C) but excluding all supervisory personnel.

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 superintendency 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, on the appropriate form, an authorization for Association Dues deductions, the Board shall make such dues deductions in accordance with that authorization. Each such dues deduction shall be made in accordance with Chapter 233, Public Law 1969. Any amount so deducted from the wages of an employee shall be remitted to the treasurer of the Association by the 15th of the month following said deductions.

2. 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.

B. DUES DEDUCTION FOR NON-MEMBERS

1. Purpose of Fee - If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be no more than 85% of regular dues.

3. Deduction and Transmission of Fee - The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and will transmit the amount so deducted to the Association.

After the Association certifies to the Board that an employee has not joined the Association, the Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association will hold and save the Board harmless from any liability whatsoever resulting from actions taken by the Board in compliance with this Article. Said indemnification shall be valid only in so far as the Board and/or its representatives are in compliance with the procedures set forth in this Article and/or applicable law.

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, Board Policy, or administrative decision, affecting terms and conditions of employment.

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 on an official grievance form (Appendix C) 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 has given his/her written answer in the FIRST STEP.

Within ten (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 five (5) school days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (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 thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance has no satisfactory settlement at the Board level, the Association shall have the right to request the Public Employment Relations Commission.

Such request for arbitration shall be made within ten (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 twenty (20) days of concluding hearings.
4. The arbitrator shall bill the Association and the Board separately for one-half (1/2) of the costs for his/her services.
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 view.

When submitting the grievance to the administrator or Board at any of the steps, the member or Association shall be given 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 Appendices A1-A3.

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

A. The Board shall provide insurance protection for individual employees covered by this Agreement and their families, including civil union partners in accordance with New Jersey Law, under the New Jersey State Health Benefits Program. Employees shall contribute to his/her medical coverage in accordance with the Tier IV rate set forth in Ch. 78, P.L. 2011.

B. The Board shall pay in full, per annum for current staff members, in each year of this Agreement toward the premiums for dental insurance covering the existing staff.

C. By law, N.J.S.A. 18A:16-3, the Board will pay for the cost of any physical examination performed by a doctor selected by the Board. The employee has the right to select his/her own doctor, in which case the employee is responsible for the cost of the examination.

D. As Chapter 78 relief, all DEA members paying for health insurance will receive the benefit of one (1) paycheck health insurance contribution "holiday". Specifically, one (1) of the two (2) monthly health insurance deductions will not be withheld from the employees' payroll during the month of June for each year of this agreement. This provision will be in effect until June 30, 2023.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

1. The Board shall pay each eligible staff member \$300.00 during each year of this Agreement toward the reimbursement of approved tuition and fees required for enrollment, hereinafter referred to as tuition, for approved courses taken by all teachers who have served at least one (1) year in the district. The maximum tuition reimbursement for all eligible staff members shall not exceed \$8,000 during each year of this Agreement.
2. In the event that the sum of \$8,000 shall not have been expended pursuant to Paragraph 1, then the balance shall be used to equally reimburse those teachers whose tuition costs have exceeded \$300.00. No teacher shall receive more than \$2,000.00 annually.
3. All payments for tuition costs made by the Board pursuant to this Article shall not exceed the limitations of Paragraph 1.
4. Courses to be taken in accordance with NJSA.18A:6-8.5 and approved in writing by the superintendent prior to registration. If the employee finds that the approved course is closed, he/she may obtain written approval from the superintendent for an alternate course. Such written application shall be confirmed through the use of the regular form. All approved online courses must be taken through an accredited college/university that has a physical campus located in New Jersey and/or New York. The Superintendent has the discretion to grant a waiver.
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 (B) grade or better, or with a pass if no letter grade is given for the course, the employee is not eligible for reimbursement and the course will not qualify for guide movement.

6. 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. If an employee pays tuition directly, he/she shall file proof of payment on or before June 30th, for reimbursement for that school year.

B. PROFESSIONAL LIBRARY

The Board shall allocate at least \$1,150 for the improvement of professional library or 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. INSERVICE PROGRAM

Inservice training shall be mandatory if held during school time (as defined in ARTICLE XII (A) (1)). The Board also may conduct mandatory inservice training during school meetings until 4:20 P.M., as provided in Article XII (A) (1). On days when the Board has a one session day pupil dismissal, the Board may immediately commence a mandatory inservice training program and require employees to attend a thirty (30)-minute working lunch, at a site to be designated by the Administration on school grounds, and thereafter to continue with the inservice training until 4:20 P.M. Staff members will be required to attend only one 4:20 P.M. meeting per week. Staff members will be given a one-week notice prior to inservice dates.

Inservice training shall be voluntary if held other than as provided above.

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 disability due to illness or injury.

2. All employees shall be allowed personal illness leave for ten (10) working days in any school year on a prorated basis. 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 an absence, defined in Paragraph 1 of this Article, exceeds the annual sick leave granted herein, the provisions of *N.J.S.A. 18A:30-6* shall apply.

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

5. Employees who, after serving fifteen (15) years in the Demarest School District, actually retire under the Teachers' Pension and Annuity Fund procedures for ordinary retirement (specifically excluded from this section are all terms of deferred retirement), shall receive moneys for each day of sick leave which they have accumulated but have not used as per the schedule as follows:

\$25.00 per day - 1 to 50 accumulated days

\$30.00 per day - 51 to 100 accumulated days

\$35.00 per day - All additionally accumulated days up to 150.

Days accumulated in excess of 150 days shall have no dollar value on retirement.

In the event of the death of a teacher who dies while still actively employed, after serving the requisite fifteen (15) years in the Demarest School District, the teacher's estate shall be entitled to receive any payment the teacher would have been entitled to under this Section (A-5).

B. BEREAVEMENT LEAVE

1. When a death occurs in an employee's immediate family (husband, wife, children, mother, or father, as well as brothers or sisters, and civil union partners in accordance with New Jersey Law), the employee shall be allowed five (5) days' absence without loss of pay.

2. When the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law immediate grandparent or grandchild, the employee shall be allowed three (3) days' absence without loss of pay.

3. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) days' absence without loss of pay.

C. PERSONAL LEAVE

1. Full-time employees shall be allowed a total of three (3) days per year, upon application to the superintendent, for leave on matters of legal, family, or personal business that cannot be scheduled outside of school hours and would necessitate the teacher's absence on a school day. Such leave shall be with full pay.

2. Unused personal days may be converted to sick days at the end of each year. Said days shall become part of the cumulative sick bank of individual teachers.

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 not 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. CHILD BIRTH AND CHILD CARE LEAVE

1. A teacher who is physically disabled due to pregnancy, childbirth and/or postpartum recovery will be entitled to paid sick leave, as provided in Article VIII, A-4. of this Agreement, for the period of such disability or until expiration of her accumulated sick leave, whichever occurs sooner. When the employee is no longer medically disabled but wishes to remain out of work to

care for or bond with her new child, she may extend her leave up to 12 additional weeks under the New Jersey Family Leave Act (NJFLA), which shall run concurrently with any time remaining under the Federal Medical Leave Act (FMLA), except as otherwise provided in the NJFLA and/or FMLA. All pregnant employees shall give written notification to the Superintendent of Schools of the condition of pregnancy no later than the end of the fourth month of pregnancy.

2. The Board may grant, upon request, child care leave without pay to any tenured teacher (s) for the purpose of caring for a newborn, newly adopted child or foster care child. Such leaves shall commence immediately upon the expiration of disability leave provided in "1" above, or, if a different starting date is requested, on a date agreed upon by the Board and the teacher, and all such leaves will end at the beginning of the next school year, or, if requested a second year of leave may be granted at the sole discretion of the Board.

Any teacher not currently on a child rearing leave shall be eligible for a subsequent or new child rearing leave only if she returns to active employment for a minimum of one year, except:

- a) A teacher who becomes pregnant during her leave may request one additional year of child rearing leave; and
- b) A teacher who becomes pregnant during the first year in which she returns to active employment may request child care leave for the remainder of that same

year where her disability leave will end less than three weeks before the end of the school year.

3. Applications for leave for the care of a newly adopted child or foster care child must be made four months before the expected receipt of custody of the child, or, if the employee does not have four months advance notice, as soon as the employee knows of the date of receipt of custody.

4. The Board shall grant child care leave not to extend beyond the current contractual year to any non-tenured teacher.

5. Any teacher granted child care leave shall, at their request, be restored to the system at the beginning of a school year or at such other time as may be approved in the sole discretion of the Board. A teacher on child care leave must notify the Superintendent of his / her intention to return to active status in the following year by no later than April 15.

6. A teacher shall not be permitted to return to school following the expiration of the child-rearing leave during the last month of the school year.

7. Upon returning from child-rearing leave, a teacher may be assigned to any position within his/her certification in order to avoid the interruption of the educational continuity of the students.

8. Any regularly employed teacher may apply for a child care leave in accordance with applicable law.

G PATERNITY LEAVE

Paternity leave shall be granted with full pay to all employees (not eligible for utilizing sick leave pursuant to N.J.S.A. 18A:30-1) for a maximum of five (5) days per school year, within two (2) weeks of either the time of the child's expected or actual birthdate or of the time the child comes home.

H. 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.

I. EXPLANATION FOR ABSENCE

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.

ARTICLE IX

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. 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.

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

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

3. There shall be no distribution or posting of Association notices or literature at any 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 X

LIAISON COMMITTEES

A. The purpose of liaison committees is to encourage and facilitate communications between the teaching staff, the administration, and the Board, and to review and discuss school problems and practices relating to and affecting the teaching staff and curriculum.

B. There will be three (3) Teacher-Principal Liaison Committees, one to represent County Road School, one to represent Luther Lee Emerson School, and one to represent Demarest Middle School.

1. Three (3) teaching staff members shall be chosen by the Association to serve on each of the Teacher-Principal Liaison Committees.

2. The chairperson will alternate monthly between the D.E.A. and the principal.

3. The Teacher-Principal Liaison Committee will meet by the 15th of each month at a mutually agreed upon time and place. Such monthly meetings may be canceled with the agreement of both parties.

4. Items for agenda will be submitted to the building principal three (3) days prior to meeting. The agendas will be distributed to all staff members and administrators at least two (2) days prior to the meeting. Agenda items for Association shall be developed and submitted by the Association.

5. A recording secretary shall be chosen from the Association 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 three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the principal and Association representative prior to general distribution.

C. There will be a Teacher-Superintendent Liaison Committee consisting of: six (6) teaching staff members: the chairperson, and one (1) other member from each of the Teacher-Principal Liaison Committees, the superintendent, and the administrators.

1. The chairperson will alternate monthly between the D.E.A. and the superintendent.

2. The Teacher-Superintendent Liaison Committee will meet by the 30th of each month at a mutually agreed upon time and place. Such monthly meetings may be canceled with the agreement of both parties.

3. Any matter which pertains to a particular building must first be raised with the Teacher-Principal Liaison Committee before it may be raised at the Teacher-Superintendent Liaison Committee. Any matter which has system-wide impact will normally be raised first with the Teacher-Principal Liaison Committee.

4. Items for agenda will be submitted to superintendent's office three (3) days prior to meeting. The agenda will be distributed to all committee members and administrators two (2) days prior to the liaison meetings.

5. A recording secretary shall be chosen on an alternating basis from each group 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 three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the superintendent and Association representative prior to general distribution.

D. There will be a Teacher-Administration-Board Liaison Committee consisting of each chairperson, plus one additional member from each of the schools' committees—superintendent/principals, and three (3) members of the Board of Education who will meet as needed.

1. There shall be a rotating chairperson and a rotating recording secretary for this committee. The rotation will be among the respective components of the committee.

2. The meetings shall be held at a time and place convenient to all parties.

3. The agenda shall consist of a maximum of three (3) 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.

4. Minutes of such meetings shall be typed by a school secretary and distributed to all members of the teaching staff, administration, and Board of Education within one (1) week after such meeting. Minutes shall be reviewed for accuracy by representatives of the Association, administration, and Board prior to general distribution.

E. In the event the D.E.A. 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.

F. Liaison Committee Meetings shall not be used as a means to by-pass the grievance procedure.

ARTICLE XI

HOURS AND ASSIGNMENTS

A. TEACHERS' DAY

1. Demarest Middle School staff shall not be required to report to work earlier than twenty (20) minutes before and may leave 25 minutes after their building's pupil day. County Road School and Luther Lee Emerson School staff shall not be required to report to work earlier than twenty (20) minutes before and may leave 15 minutes after their building's pupil day. On Friday and days preceding holidays, teachers may leave as soon as students have cleared the premises. When staff meetings are convened all employees shall not be required to remain later than 4:20 P.M. This provision does not apply to teacher assignments at special events or for emergencies.

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

3. All employees shall receive a duty free lunch period for the duration of this agreement. (See Appendix D-1)

B. ASSIGNMENTS

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 members 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 assignments shall not be required, however.

3. The maximum number of teaching assignments for middle school teachers per day is six (6).

4. Homeroom teachers at County Road School and Luther Lee Emerson School will not be assigned outside duty before and after school provided the Board of Education retains two aides scheduled within 30 minutes of the A.M. opening and two aides scheduled within 30 minutes of the P.M. closing at each facility.

5. The Board of Education recognizes the value of after school and evening activities, including the need for student supervision during these events. To memorialize the past practice of volunteerism, staff members will agree to attend and provide necessary supervision for four (4) events; for example, Back-To-School Night, Eighth Grade Graduation, Eighth Grade Dance, Concerts, Fifth Grade Orientation, and home athletic games. One (1) of the four (4) events must be Back to School Night.

C. PREPARATION PERIODS

1. Middle School teachers with six (6) periods of instruction per day shall have a weekly average of 315 minutes of preparation time (2-week average) with a minimum of one (1), 40-45-minute block of preparation time per day. (Memo to DEA re: Utilization of Unassigned Time, Appendix D).

2. Teachers employed on a less than full-time basis will be entitled to a preparation time on a prorated basis. Total amount of preparation time is to be used at the teacher's discretion for individual and/or team planning. It is understood, however, that assemblies, standardized tests, shortened work days, parental conferences, and individual meetings with a principal or superintendent may reduce the number of periods in any week.

3. Planning time for teachers shall be commensurate with their instructional duties. Teaching staff members who do not have instructional responsibilities shall not be scheduled for planning time. When a teaching staff member who does not normally instruct classes is assigned to class instruction, he or she shall be scheduled for planning time directly proportionate to the amount of instruction scheduled.

4. County Road School and Luther Lee Emerson School teachers will be entitled to 225 minutes of planning time per week which will be scheduled within the student day. There will be a minimum planning period of between 30 to 35 minutes per day. The total amount of planning time is to be used at the teachers' discretion for individual and/or team planning. It is understood, however, that assemblies, standardized tests, shortened workdays, parental conferences, and individual meetings with a principal or superintendent, may reduce the number of periods in any week.

5. No more than 60 minutes of preparation periods per week for Demarest Middle School teachers and no more than 50 minutes of preparation periods per week for County Road and Luther Lee School teachers will be used for any assignment.

6. Loss of Preparation Periods Due to Class Coverage Assignments

The loss of a preparation period due to a class coverage assignment shall be acknowledged as follows:

a. A teacher shall be entitled to twenty-five (\$25.00) dollars for each period of class coverage performed by a teacher in any school year.

7. Providing the school district budget is approved, the Board of Education will provide full-time teacher clerical aide to be shared by County Road School and Luther Lee Emerson School teachers.

ARTICLE XII

IN-SCHOOL WORK YEAR

A. The school calendar shall be 187 days; 183 student contact days; 4 professional development days; 3 of the student contact days will be added for weather emergencies and if not used, 2 of these days will be scheduled as days off during the school year. In addition, teachers new to the District may be scheduled for additional days, not to exceed three (3) days, for the purposes of orientation.

The in-school work year schedule shall be published no later than June 1 preceding the school year in which it is to become effective.

The in-school work year for the ten (10)-month professional staff shall consist of the student calendar of 183 days plus four (4) professional days.

B. The superintendent shall prepare a student calendar and shall consult with the Association. It is hereby understood that the student calendar is a non-negotiable item.

C. The 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 Board of Education retains its management right to establish Teacher-Parent Conferences. If the Board chooses to utilize two (2) of the professional staff days for parent conferences with evening hours, the schedule shall be as follows:

1 P.M. - 5 P.M. - Teacher-Parent Conferences

5 P.M. - 6 P.M. - Dinner

6 P.M. - 8 P.M. - Teacher-Parent Conferences

The Mondays staff meetings (3:05 P.M. - 4:20 P.M.), preceding and directly following the Teacher-Parent Conference Day, shall also be utilized for Teacher-Parent Conferences.

E. The day prior to the holiday break and the Wednesday before Thanksgiving will be a one-session day for staff.

ARTICLE XIII

EVALUATION PROCEDURES

Teacher evaluations shall be done in accordance with New Jersey law. No new observation shall commence until the prior observation post-conference has occurred.

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:

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Beginning Band	\$ 850	\$ 850	\$ 876
Band	6,958	6,958	\$7,167
Brain Busters	2,115	2,115	\$2,178
Chorus	2,898	2,898	2,985
Community Outreach	4,230	4,230	4,357
Communications Coordinator	2,115	2,115	2,178
CST Chairperson	7,037	7,037	7,248
Eighth Grade Advisor	2,115	2,115	2,178
Lunchroom Coordinator	6,958	6,958	7,167
Per Person			
DMS (3); LLE (1); CRS (2)			
Student Council	2,421	2,421	2,494
Web Site Coordinator	2,898	2,898	2,985
Yearbook	2,714	2,714	2,795
Teacher-in-Charge, CRS	7,037	7,037	7,248
Teacher-in-Charge, LLE	7,037	7,037	7,248
Athletic Program – Per Sport			
Boys Basketball	2,320	2,320	2,390
Girls Basketball	2,320	2,320	2,390
Boys/Girls Volleyball	2,320	2,320	2,390
Boys/Girls Soccer	2,320	2,320	2,390
Boys/Girl Track	4,640	4,640	4,779

B. Mileage reimbursement 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 state mandated rate per mile.

C. For preparing and teaching in-service instruction a fee of \$50.00 shall be paid for each hour of actual instruction of an in-service course which is approved by the school administration.

D. In the event the lunchroom coordinator is absent, any teacher who covers shall be paid at the rate of 1/179th of the lunchroom coordinator's annual stipend. This amount shall be deducted from the lunchroom coordinator's annual stipend.

E. Teacher participation on overnight field trips sponsored by the Demarest Board of Education shall be voluntary.

Compensation for each overnight field trip will be \$150.00 per overnight. The advisor planning the trip and making the arrangements will receive additional moneys equal to one overnight pay if attending the trip.

F. Non-athletic "coaching" competitions outside the school day will be compensated as follows: Upon the approval of the Superintendent of schools, either the BA, Step 1 per diem rate or an additional in-lieu of day that must be used prior to the end of that current school year.

ARTICLE XV
MISCELLANEOUS

A. 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.

B. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee under the provisions of this Agreement.

1. There will be a maximum of five (5) tax sheltered annuity plans that may be utilized by the employees (State plan and four others).

2. The Board agrees to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for those tax sheltered annuity programs mutually agreed upon by the Board and the Association. Such deductions must be in accordance with both the rules and regulations of the selected programs, and the Board of Education policies and procedures.

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, 2020 and shall continue in full force and effect to and including June 30, 2023. In accordance with the regulation of the Public Employment Relations Commission (P.E.R.C.), the parties shall meet to discuss and negotiate any proposal with respect to a successor agreement.

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

Ms. Diane Holzberg Demarest Board of Education President	Signature: <i>D Holzberg</i>	Date: Jun 17 2020
Michelle Greenberg Demarest Education Association, Co-President	Signature: <i>Michelle Greenberg</i>	Date: Jun 15 2020
Joanne Werner, Demarest Education Association, Co-President	Signature: <i>Joanne Werner</i>	Date: Jun 15 2020

APPENDIX A-1
SALARY GUIDE
2020-2021 School Year

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	50,880	52,855	54,830	57,883	59,768	61,920	64,205	66,680
2	51,380	53,355	55,330	58,293	60,268	62,420	64,515	67,180
3	51,880	53,855	55,830	58,793	60,768	62,920	65,205	67,680
4	52,280	54,255	56,230	59,193	61,168	63,320	65,605	68,080
5	54,370	56,345	58,320	61,283	63,258	65,410	67,695	70,170
6-8	56,570	58,545	60,520	63,483	65,458	67,610	69,895	72,370
9-10	58,870	60,845	62,820	65,783	67,758	69,910	72,195	74,670
11	61,220	63,195	65,170	68,133	70,108	72,260	74,545	77,020
12	63,580	65,555	67,530	70,493	72,468	74,620	76,905	79,380
13	66,050	68,025	70,000	72,963	74,938	77,090	79,375	81,850
14	68,520	70,495	72,470	75,433	77,408	79,560	81,845	84,320
15	70,995	72,970	74,945	77,908	79,883	82,035	84,320	86,795
16	73,470	75,445	77,420	80,383	82,358	84,510	86,795	89,270
17	75,940	77,915	79,890	82,853	84,828	86,980	89,265	91,740
18	78,140	80,575	82,478	85,143	87,426	89,710	91,993	94,297
19	79,670	82,220	84,161	87,281	89,641	92,990	95,388	97,748

% increase 20-21 3% Increment 2.14%
--

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX A-2

SALARY GUIDE

2021-2022 School Year

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	51,355	53,330	55,305	58,358	60,243	62,395	64,680	67,155
2	51,855	53,830	55,805	58,768	60,743	62,895	64,990	67,655
3	52,355	54,330	56,305	59,268	61,243	63,395	65,680	68,155
4	52,755	54,730	56,705	59,668	61,643	63,795	66,080	68,555
5	54,845	56,820	58,795	61,758	63,733	65,885	68,170	70,645
6	57,045	59,020	60,995	63,958	65,933	68,085	70,370	72,845
7-9	59,345	61,320	63,295	66,258	68,233	70,385	72,670	75,145
10-11	61,695	63,670	65,645	68,608	70,583	72,735	75,020	77,495
12	64,055	66,030	68,005	70,968	72,943	75,095	77,380	79,855
13	66,525	68,500	70,475	73,438	75,413	77,565	79,850	82,325
14	68,995	70,970	72,945	75,908	77,883	80,035	82,320	84,795
15	71,470	73,445	75,420	78,383	80,358	82,510	84,795	87,270
16	73,945	75,920	77,895	80,858	82,833	84,985	87,270	89,745
17	76,415	78,390	80,365	83,328	85,303	87,455	89,740	92,215
18	78,615	81,050	82,953	85,618	87,901	90,185	92,468	94,772
19	80,670	83,220	85,161	88,281	90,641	93,990	96,388	98,748

% increase 21-22 3% Increment 2.14%
--

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX A-3
SALARY GUIDE
2022-2023 SCHOOL YEAR

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	51,825	53,800	55,775	58,828	60,713	62,865	65,150	67,625
2	52,325	54,300	56,275	59,238	61,213	63,365	65,460	68,125
3	52,825	54,800	56,775	59,738	61,713	63,865	66,150	68,625
4	53,225	55,200	57,175	60,138	62,113	64,265	66,550	69,025
5	55,315	57,290	59,265	62,228	64,203	66,355	68,640	71,115
6	57,515	59,490	61,465	64,428	66,403	68,555	70,840	73,315
7	59,815	61,790	63,765	66,728	68,703	70,855	73,140	75,615
8-10	62,165	64,140	66,115	69,078	71,053	73,205	75,490	77,965
11-12	64,525	66,500	68,475	71,438	73,413	75,565	77,850	80,325
13	66,995	68,970	70,945	73,908	75,883	78,035	80,320	82,795
14	69,465	71,440	73,415	76,378	78,353	80,505	82,790	85,265
15	71,940	73,915	75,890	78,853	80,828	82,980	85,265	87,740
16	74,415	76,390	78,365	81,328	83,303	85,455	87,740	90,215
17	76,885	78,860	80,835	83,798	85,773	87,925	90,210	92,685
18	79,085	81,520	83,423	86,088	88,371	90,655	92,938	95,242
19	81,670	84,220	86,161	89,281	91,641	94,990	97,388	99,748

% increase 22-23 3%
Increment 2.12%

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX B

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. Certified employees must work a minimum of 100 school days (inclusive of sick and personal leave days) to move on the salary guide.
3. Horizontal movement on the guide shall take effect only on September 1 upon the teacher submitting an official transcript or correspondence validating completion of the course (s) prior to the September 1 date. Notification of intent of the horizontal movement must be received by the Superintendent by February 1 of the prior school year.
4. No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.
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 grade of B or better or pass if no letter grade is given for the course, then the course is not eligible for use for the movement on the guide. Courses require Superintendent approval prior to commencement of the course for the course to count toward guide movement.

5. 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.

6. Teachers beginning their 17th through 20th years of employment in Demarest shall be entitled to longevity compensation at a rate of \$6,000 above salary specified on their appropriate guide placement for each year of this contract. Teachers beginning their 21st year and beyond of employment in Demarest shall be entitled to longevity compensation at the rate of \$7,500 above salary specified in their appropriate guide placement for each year of this contract.

7. Any teacher hired after January 1, 2012 will not be entitled to longevity.

APPENDIX C
DEMAREST EDUCATION ASSOCIATION
GRIEVANCE

Number:

- A. Name of Grievance:
- B. Date Grievance submitted:
- C. Date cause of grievance occurred:
- D. Description of Grievance:

E. Basis of Grievance:

F. Relief sought:

Signature

Level and Date Submitted:

Principal Superintendent Board of Education Arbitrator

Date: _____

APPENDIX D-1

TEACHER'S WORKDAY (September 2011)

Teachers' workday in effect September, 2011

County Road School/Luther Lee Emerson

Teachers due in:	8:00 A.M.
Student due in:	8:20 A.M.
Teachers' Lunch:	50 minutes
Students' Lunch:	50 minutes
Students' Dismissal:	3:05 P.M.
Teachers' Dismissal:	3:20 P.M.

Demarest Middle School

Teachers due in:	8:00 A.M.
Student due in:	8:20 A.M.
Teachers' Lunch:	45 minutes
Students' Lunch:	45 minutes
Students' Dismissal:	3:05 P.M.
Teachers' Dismissal:	3:30 P.M.

APPENDIX D-2

UTILIZATION OF UNASSIGNED TIME

May 12, 1994

TO: Co-Presidents
Negotiations Chairperson
Demarest Education Association

FROM: Paul J. Saxton
Superintendent of Schools

RE: Utilization of Unassigned Time

The purpose of this memo is to establish an understanding as to the use and nature of activities that staff will experience during unassigned time. The types of activities listed below serve as a guideline to the general types of activities and should not be construed and or limited to only those presented. The activities are as follows:

Student Mentoring Program
Collaborative Pair Instruction
Student Tutorial Instruction
Any other non-instructional activity assigned

The administration retains sole authority in the implementation, assignment, and evaluation of all staff regarding unassigned time.

