

AGREEMENT

between

THE DEMAREST BOARD OF EDUCATION

AND

THE DEMAREST EDUCATION ASSOCIATION

2008-09	2009-10	2010-11
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DEMAREST PUBLIC SCHOOLS
DEMAREST, NEW JERSEY

TABLE OF CONTENTS

ARTICLE I

RECOGNITION1

ARTICLE II

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF
SCHOOLS2

ARTICLE III

DUES DEDUCTION3

ARTICLE IV

GRIEVANCE PROCEDURE.....5

ARTICLE V

SALARIES9

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS10

ARTICLE VII

PROFESSIONAL IMPROVEMENT11

ARTICLE VIII

LEAVES OF ABSENCE14

ARTICLE IX

SABBATICAL LEAVE.....24

ARTICLE X

RIGHTS OF THE ASSOCIATION AND ITS MEMBERS30

ARTICLE XI

LIAISON COMMITTEES32

ARTICLE XII

HOURS AND ASSIGNMENTS36

ARTICLE XIII

IN-SCHOOL WORK YEAR40

ARTICLE XIV

EVALUATION PROCEDURES42

ARTICLE XV

OTHER COMPENSATION OR STIPENDS48

<u>ARTICLE XVI</u>	
MISCELLANEOUS	51
<u>ARTICLE XVII</u>	
DURATION OF AGREEMENT	53
<u>APPENDIX A-1</u>	
SALARY GUIDE 2008-09	54
<u>APPENDIX A-2</u>	
SALARY GUIDE 2009-10	56
<u>APPENDIX A-3</u>	
SALARY GUIDE 2010-11	58
<u>APPENDIX B</u>	
PLACEMENT AND MOVEMENT ON SALARY GUIDE.....	60
<u>APPENDIX C</u>	
GRIEVANCE	62
<u>APPENDIX D-1</u>	
TEACHER'S WORKDAY	63
<u>APPENDIX D-2</u>	
UTILIZATION OF UNASSIGNED TIME	64
<u>APPENDIX E</u>	
DENTAL INSURANCE PLAN.....	65

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 shall have give 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, to the extent that it pertains to an interpretation, application, or violation of the terms of the Agreement, shall not have been resolved in the foregoing steps, the Association shall have the right to request the Public Employment Relations Commission, 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 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 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 Appendices A-1, A-2 and A-3.

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, including civil union partners in accordance with New Jersey Law, under the New Jersey State Health Benefits Program.

B. The Board shall pay a contribution of up to \$58,773, per annum for 64 staff members, in each year of this Agreement toward the premiums for dental insurance (See Appendix E) covering the existing staff. In addition, the Board shall maintain a fund of \$3,000 to cover the cost of increases due to changes in family status (i.e., "single" to "family" coverage) Premiums for staff exceeding 64 staff members will be paid by the Board of Education and not from the pool of \$58,773.

C. 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

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 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 the use of the regular form.

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, then he/she shall refund the tuition paid in cash or through a deduction from salary during the subsequent three months.

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. Payment of tuition for approved courses may be made through educational credit payment plans which permit colleges to bill the Board directly for the amount of tuition for which teacher is eligible under the terms of Paragraphs 1 and 2.

8. 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.

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. 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 of such attendance is submitted with the claim voucher.

D. 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 4:30 P.M., as provided in Article XII (A) (1). On days when the Board has a 1:00 P.M. 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 4:30 P.M. On such occasions, lunch shall be provided by the Board at its expense. Staff members will be required to attend only one 4:30 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 days shall be required to furnish a medical statement from the attending physician certifying to the 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 and/or spouse's immediate family (husband, wife, children, mother, or father, as well as brothers or sisters), 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 a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) day's 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 schedule 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. PREGNANCY LEAVES

1. 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 leaves 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 given written notification to the superintendent of schools through their principal 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 from 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 pregnancy 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 or adoption 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 periods of time provided, however, that the Board may alter the requested dates upon 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 I, 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. An employee requesting a pregnancy leave under the provisions of this Section (3) 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 questions 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 Paragraph 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 or adoption 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, civil union partners in accordance with New Jersey Law, 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 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 or adoption 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 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-tenured 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 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 two (2) weeks of either the time of the child's expected or actual birthdate or of the time the child comes home.

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 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

SABBATICAL LEAVE

A. ELIGIBILITY

Any full-time member of the teaching staff who shall have completed a minimum of seven (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 ten (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. PURPOSE OF LEAVE

Sabbatical leave 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

1. 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/she 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/her 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 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 two (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 two (2) subsequent years' service bears to the full two (2) years. However, the teacher shall be released from such payment if his/her failure to serve the stipulated two (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 two (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 will 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 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 experience 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 to do so.

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. 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 or 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 XI

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 Committee.

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 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 six (6) teaching staff members, (one [1] teacher representative from each building will serve on all three [3] liaison committees -- principal, superintendent, and Board), four (4) administrators, and three (3) members of the Board of Education who will meet four (4) times throughout the contract year to further opportunities for communication among the three components of school organization.

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 XII

HOURS AND ASSIGNMENTS

A. TEACHERS' DAY

1. Demarest Middle School staff shall not be required to report to work earlier than ten (10) minutes before and may leave 35 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 ten (10) minutes before and may leave 25 minutes after their building's pupil day, on Tuesday, Wednesday, and Thursday. On Friday and days proceeding 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 4:30 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 up to four (4) events; for example, Back-To-School Night, Eighth Grade Graduation, Eighth Grade Dance, Concerts, Kindergarten Round-Up, Fifth Grade Orientation, and home athletic games.

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. a. 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.

b. All County Road and Luther Lee School teachers will attend a special subject class with students.

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 Child Study Team meetings.

5. 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 (\$20.00) Dollars for each period of class coverage performed by a teacher in any school year.

6. 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 XIII

IN-SCHOOL WORK YEAR

A. The in-school work year for the ten (10)-month professional staff shall consist of the student calendar of 181 days plus four (4) professional days. The additional professional development day shall be used to meet the state mandated 100 hours professional development requirement. Activities for this day shall be developed in coordination with the administration and the local professional development committee to meet district and teachers needs. The Board agrees to designate an amount of money not to exceed \$3,000 to be used to fund the professional activities for this day.

The aforementioned 185 day schedules shall be inclusive of one (1) school closing due to inclement weather or other emergency; i.e., in the event of any such closing, the Board shall have the right to reschedule all but one (1) of said days. In addition, teachers new to the District may be scheduled for additional days, as the administration may determine, for the purposes of orientation.

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. 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 (3:00 - 4:30 P.M.), preceding and directly following the Teacher-Parent Conference Day, shall also be utilized for Teacher-Parent Conferences.

ARTICLE XIV

EVALUATION PROCEDURES

The parties agree that any provision, sentence, clause, or section of the Article which violates any statute or state administrative code regulation, shall be governed by the applicable statute or code provision.

A. PHILOSOPHY OF TEACHER SUPERVISION AND EVALUATION PROCESS

We believe that the fundamental purpose of an evaluation process is to encourage effective teaching and to stimulate the professional growth of the teaching staff.

The primary function of the evaluation is, therefore, to be directed toward the identification and commendation of effective performance as well as to define areas requiring attention and to make recommendations which shall assist the teacher in improving instruction and developing his or her maximum potential.

While any evaluation process must of necessity serve as the basis for the reaching of administrative decisions on such matters as rehiring, the granting of tenure, or the withholding of increment, we wish to emphasize the positive purposes of evaluation as being the improvement of the effectiveness of the individual practitioner, the inspiring of professional growth, and the shaping of a successful teaching career.

B. DESCRIPTION OF OBSERVATION EVALUATION CYCLE

1. Non-Tenured Classroom Teachers

Each non-tenured teaching staff member shall be observed a minimum of three (3) times during each school year by a member of the administrative and supervisory staff of the district. At least one of these observations shall be preceded by a conference between the teacher and the administrator for the purpose of discussing and developing their expectations of the observation.

2. Tenured Classroom Teachers

Each tenured teaching staff member shall be formally observed at least once during each school year by a member of the administrative and supervisory staff of the district. Additional observations may be made should the administrator or supervisor deem them necessary. If the observation-evaluation is negative, the teacher may request that any additional observation, preceded by a pre-conference, be held and such request shall not be unreasonably denied.

3. Non-Tenured Professional Support Personnel (Member of Child Study Team, Nurse, Speech Therapist, Media Specialist, etc.)

Each non-tenured member of the professional support staff shall be formally observed in the performance of his or her duties, as outlined in the job description for his or her position, at least three (3) times

during each school year by members of the administrative and supervisory staff of the district.

At least one of these observations shall be preceded by a conference between the professional support person and the administrator for the purpose of discussing and developing their expectations of the observation.

4. Tenured Professional Support Personnel

Each tenured member of the professional support staff shall be formally observed in the performance of his/her duties, as outlined in the job description for his or her position, at least once by a member of the administrative or supervisory staff of the district. Additional observations may be conducted should the administrator or supervisor deem them necessary. If the evaluation report based upon this observation process is negative, the professional support person may request that an additional observation, preceded by a pre-conference, take place and such request shall not be unreasonably denied.

5. Observation Process

Each observation shall be forwarded within a reasonable period of time, but no longer than fifteen (15) school days, by a conference to indicate areas of strength and weakness and to make specific recommendations which shall assist the teacher in the improvement and/or correction of observed deficiencies. In addition, the administrative and

supervisory staff person performing the observations shall discuss with the teacher and all areas of the "Evaluation Criteria" for which there is concern and about which the administration may have knowledge at the time of the observation. Following the conference, an observation/evaluation report shall be prepared in triplicate within a reasonable period of time, but no longer than fifteen (15) school days after the conference, which shall be signed by both the administrator and staff member. One copy shall be retained by the staff member, one copy shall be retained in the building administrator's office, and one copy shall be maintained in the staff member's permanent folder in the District Office. The staff member shall have the right to make additional comments or explanations on the observation/evaluation form. The signature of the staff member shall constitute an acknowledgment that he or she has read its content.

C. INTERIM AND SUMMATIVE EVALUATION

1. General

In addition to the observation evaluation report or reports, an interim and summative evaluation of each professional staff member's total performance as an employee of the district shall be prepared by his or her administrator or supervisor. Said evaluation shall be based on the "Evaluation Criteria" developed for that purpose and adopted by the Board of Education. Professional support personnel shall be evaluated utilizing their approved job description.

Prior to the preparation of the interim and summative evaluation reports, the administrator or supervisor may request information on those individual criteria which he or she feels may require elaboration. Within a reasonable time thereafter, but not in excess of fifteen (15) school days, a conference shall be held for the purpose of discussing areas of strength and possible deficiency in the staff member's performance and to make recommendations for improvement.

Each professional staff member shall be responsible for identifying and striving to achieve professional job targets. The number of job targets and their areas of concentration shall be mutually developed between the staff member and the administrator. Proposed job targets for teachers working under their first contract in the district shall be mutually determined no earlier than May 15. It is understood that the parties may mutually modify the target content and/or time frame for achievement.

The job target process shall be directly related to the interim and summative evaluations of each staff member's performance through Criteria 7 and 8 established in Category VI, "Professional Competency and Practices".

2. Interim and Summative Evaluation

Each classroom teacher shall be evaluated in narrative form within each of the broad performance categories listed above. Said evaluation shall be based upon all criteria contained within the category, but

the administrative and supervisory staff of the district shall be required to address themselves in writing only to those criteria which they may select. Any criteria not addressed shall be deemed to be satisfactory or not applicable. Any criteria which are negatively assessed must be followed by specific recommendations which shall assist the teacher in improving areas of deficiency. Professional support persons shall be evaluated as above stated utilizing their approved job description.

At the conclusion of the interim and summative evaluation report, the administrator shall make a written assessment as to whether he or she finds the total performance of the professional staff member satisfactory or unsatisfactory. Said assessment shall be based upon his or her perception of overall performance.

The interim and summative evaluation report shall be prepared in triplicate and signed by both the administrator and the staff member. One copy shall be retained by the staff member, one copy shall be retained in the building administrator's office, and one copy shall be maintained in the staff member's permanent personnel folder in the District Office. The staff member shall have the right to make additional comments or explanations on the form. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgment that he or she has read its contents.

ARTICLE XV
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>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Band	690	690	690
8th Grade Advisor	1,717	1,717	1,717
Dramatics	1,717	1,717	1,717
Communications Coordinator	1,717	1,717	1,717
Gifted & Talented	1,717	1,717	1,717
Technology Team Coordinator	1,717	1,717	1,717
Student Council	1,967	1,967	1,967
Yearbook	2,205	2,205	2,205
Chorus	2,355	2,355	2,355
Web Site Coordinator	2,355	2,355	2,355
Lunchroom Coordinator	5,653	5,653	5,653
Athletic Program: Boys	5,653	5,653	5,653
Athletic Program: Girls	5,653	5,653	5,653
Band	5,653	5,653	5,653
CST Chairperson	5,718	5,718	5,718
Teacher-in-Charge, CRS	5,718	5,718	5,718
Teacher-in-Charge, LLE	5,718	5,718	5,718

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 \$25 per annum for each week day said employee shall be assigned to two schools. In lieu of the above, the school nurse and the Child Study Team (LDT-C and school psychologist) shall receive \$187.50 per annum as an automobile allowance for travel between three buildings.

C. For preparing and teaching in-service instruction a fee of \$25.00 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 college for this service.

E. In the event the lunchroom coordinator is absent, the building principal shall be responsible for lunchroom coverage; however, should he/she not be available, any other teacher who covers shall be paid at the rate of 1/179th of the lunchroom coordinator's annual stipend. In the event the Principal is absent, or unavailable, the certified staff member assigned to cover will be paid at the same rate as the lunchroom coordinator. This amount shall be deducted from the lunchroom coordinator's pay.

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

Compensation for each overnight field trip will be \$105.00 per overnight. The advisor planning the trip and making the arrangements will receive additional moneys equal to one overnight pay.

ARTICLE XVI

MISCELLANEOUS

A. The Board shall supply two sets of uniforms, with the following limits for each: Science (\$50); Art (\$50); and Physical Education (\$85) teacher. Said uniforms shall be the property of the Board but shall be cleaned and maintained by the teachers.

B. 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.

C. 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 XVII

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, 2008, and shall continue in full force and effect to and including June 30, 2011. 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.

ATTEST: THE DEMAREST BOARD OF EDUCATION

BY: _____

ATTEST: THE DEMAREST EDUCATION ASSOCIATION

BY: _____

BY: _____

APPENDIX A-1

SALARY GUIDE 2008-2009

STEP	LEVEL	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
A-1		1	1.05	1.1	1.17	1.23	1.29	1.35	1.41
		36015	36015	37816	39617	42138	44298	46459	48620
A-2	0.043	1.043	1.093	1.143	1.213	1.273	1.333	1.393	1.453
		37564	39364	41165	43686	45847	48008	50169	52330
3	0.046	1.089	1.139	1.189	1.259	1.319	1.379	1.439	1.499
		39220	41021	42822	45343	47504	49665	51826	53986
4	0.049	1.138	1.188	1.238	1.308	1.368	1.428	1.488	1.548
		40985	42786	44587	47108	49269	51429	53590	55751
5	0.052	1.19	1.24	1.29	1.36	1.42	1.48	1.54	1.6
		42858	44659	46459	48980	51141	53302	55463	57624
6	0.056	1.246	1.296	1.346	1.416	1.476	1.536	1.596	1.656
		44875	46675	48476	50997	53158	55319	57480	59641
7	0.062	1.308	1.358	1.408	1.478	1.538	1.598	1.658	1.718
		47108	48908	50709	53230	55391	57552	59713	61874
8	0.062	1.37	1.42	1.47	1.54	1.6	1.66	1.72	1.78
		49341	51141	52942	55463	57624	59785	61946	64107
9	0.062	1.432	1.482	1.532	1.602	1.662	1.722	1.782	1.842
		51573	53374	55175	57696	59857	62018	64179	66340
10	0.065	1.497	1.547	1.597	1.667	1.727	1.787	1.847	1.907
		53914	55715	57516	60037	62198	64359	66520	68681
11	0.065	1.562	1.612	1.662	1.732	1.792	1.852	1.912	1.972
		56255	58056	59857	62378	64539	66700	68861	71022
12	0.065	1.627	1.677	1.727	1.797	1.857	1.917	1.977	2.037
		58596	60397	62198	64719	66880	69041	71202	73363
13	0.065	1.692	1.742	1.792	1.862	1.922	1.982	2.042	2.102
		60937	62738	64539	67060	69221	71382	73543	75704
14	0.065	1.757	1.807	1.857	1.927	1.987	2.047	2.107	2.167
		63278	65079	66880	69401	71562	73723	75884	78045
15	0.065	1.808	1.872	1.922	1.992	2.052	2.112	2.172	2.232
		65115	67420	69221	71742	73903	76064	78225	80385
16	0.065	1.927	1.994	2.045	2.127	2.189	2.277	2.34	2.402
		69401	71814	73651	76604	78837	82006	84275	86508

No teacher will be employed on Step A-1 or A-2 during the 2008-2009 school year.

Salary boxed indicates starting salary for 2008-2009 school year

DEFINITION OF LEVELS

B.A.

M.A.

B.A. plus 16 credits, not to include more than 8 inservice credits.

M.A. plus 16 credits, not to more than 8 inservice credits.

B.A. plus 32 credits, not to include more than 8 inservice credits.

M.A. plus 32 credits, not to more than 16 inservice credits.

M.A. plus 45 credits, not to include more than 22 inservice credits.

M.A. plus 60 credits, not to include more than 28 inservice credits.

APPENDIX A-2

SALARY GUIDE 2009-2010

	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
A-1	1	1.05	1.1	1.17	1.23	1.29	1.35	1.41
	36620	36620	38451	40282	42845	45043	47240	49437
A-2	0.043	1.043	1.093	1.143	1.213	1.273	1.333	1.453
		38195	40026	41857	44420	46617	48814	51012
3	0.046	1.089	1.139	1.189	1.259	1.319	1.379	1.499
		39879	41710	43541	46105	48302	50499	52696
4	0.049	1.138	1.188	1.238	1.308	1.368	1.428	1.548
		41674	43505	45336	47899	50096	52293	54491
5	0.052	1.19	1.24	1.29	1.36	1.42	1.48	1.6
		43578	45409	47240	49803	52000	54198	56395
6	0.056	1.246	1.296	1.346	1.416	1.476	1.536	1.656
		45629	47460	49291	51854	54051	56248	58446
7	0.062	1.308	1.358	1.408	1.478	1.538	1.598	1.718
		47899	49730	51561	54124	56322	58519	60716
8	0.062	1.37	1.42	1.47	1.54	1.6	1.66	1.78
		50169	52000	53831	56395	58592	60789	62986
9	0.062	1.432	1.482	1.532	1.602	1.662	1.722	1.842
		52440	54271	56102	58665	60862	63060	65257
10	0.065	1.497	1.547	1.597	1.667	1.727	1.787	1.907
		54820	56651	58482	61046	63243	65440	67637
11	0.065	1.562	1.612	1.662	1.732	1.792	1.852	1.972
		57200	59031	60862	63426	65623	67820	70017
12	0.065	1.627	1.677	1.727	1.797	1.857	1.917	2.037
		59581	61412	63243	65806	68003	70201	72398
13	0.065	1.692	1.742	1.792	1.862	1.922	1.982	2.102
		61961	63792	65623	68186	70384	72581	74778
14	0.065	1.757	1.807	1.857	1.927	1.987	2.047	2.167
		64341	66172	68003	70567	72764	74961	77158
15	0.065	1.808	1.872	1.922	1.992	2.052	2.112	2.232
		66209	68553	70384	72947	75144	77341	79539
16	0.065	1.927	1.994	2.045	2.127	2.189	2.277	2.402
		70567	73020	74888	77891	80161	83384	85691

No teacher will be employed on Step A-1 or A-2 during the 2009-2010 school year.

Salary boxed indicates starting salary for 2009-2010 School

DEFINITION OF LEVELS

B.A.

M.A.

B.A. plus 16 credits, not to include more than 8 inservice credits.

M.A. plus 16 credits, not to more than 8 inservice credits.

B.A. plus 32 credits, not to include more than 8 inservice credits.

M.A. plus 32 credits, not to more than 16 inservice credits.

M.A. plus 45 credits, not to include more than 22 inservice credits.

M.A. plus 60 credits, not to include more than 28 inservice credits.

APPENDIX A-3

SALARY GUIDE 2010-2011

		BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
A-1		1	1.05	1.1	1.17	1.23	1.29	1.35	1.41
	38059	38059	39962	41865	44529	46813	49096	51380	53663
A-2	0.043	1.043	1.093	1.143	1.213	1.273	1.333	1.393	1.453
		39696	41598	43501	46166	48449	50733	53016	55300
3	0.046	1.089	1.139	1.189	1.259	1.319	1.379	1.439	1.499
		41446	43349	45252	47916	50200	52483	54767	57050
4	0.049	1.138	1.188	1.238	1.308	1.368	1.428	1.488	1.548
		43311	45214	47117	49781	52065	54348	56632	58915
5	0.052	1.19	1.24	1.29	1.36	1.42	1.48	1.54	1.6
		45290	47193	49096	51760	54044	56327	58611	60894
6	0.056	1.246	1.296	1.346	1.416	1.476	1.536	1.596	1.656
		47422	49324	51227	53892	56175	58459	60742	63026
7	0.062	1.308	1.358	1.408	1.478	1.538	1.598	1.658	1.718
		49781	51684	53587	56251	58535	60818	63102	65385
8	0.062	1.37	1.42	1.47	1.54	1.6	1.66	1.72	1.78
		52141	54044	55947	58611	60894	63178	65461	67745
9	0.062	1.432	1.482	1.532	1.602	1.662	1.722	1.782	1.842
		54500	56403	58306	60971	63254	65538	67821	70105
10	0.065	1.497	1.547	1.597	1.667	1.727	1.787	1.847	1.907
		56974	58877	60780	63444	65728	68011	70295	72579
11	0.065	1.562	1.612	1.662	1.732	1.792	1.852	1.912	1.972
		59448	61351	63254	65918	68202	70485	72769	75052
12	0.065	1.627	1.677	1.727	1.797	1.857	1.917	1.977	2.037
		61922	63825	65728	68392	70676	72959	75243	77526
13	0.065	1.692	1.742	1.792	1.862	1.922	1.982	2.042	2.102
		64396	66299	68202	70866	73149	75433	77716	80000
14	0.065	1.757	1.807	1.857	1.927	1.987	2.047	2.107	2.167
		66870	68773	70676	73340	75623	77907	80190	82474
15	0.065	1.808	1.872	1.922	1.992	2.052	2.112	2.172	2.232
		68811	71246	73149	75814	78097	80381	82664	84948
16	0.065	1.927	1.994	2.045	2.127	2.189	2.277	2.34	2.402
		73340	75890	77831	80951	83311	86660	89058	91418

No teacher will be employed on Step A-1 or A-2 during the 2010-2011 school year.

Salary boxed indicates starting salary for 2010-2011 School

DEFINITION OF LEVELS

B.A.

M.A.

B.A. plus 16 credits, not to include include more than 8 inservice credits.

M.A. plus 16 credits, not to more than 8 inservice credits.

B.A. plus 32 credits, not to include include more than 8 inservice credits.

M.A. plus 32 credits, not to more than 16 inservice credits.

M.A. plus 45 credits, not to include more than 22 inservice credits.

M.A. plus 60 credits, not to include more than 28 inservice 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. Beginning September 1, 2002, teachers holding or gaining tenure shall be compensated at \$1,320 above the salary specified on their appropriate guide.

3. Initial employment beginning on or before January 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.

4. No more than eight (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.

5. Horizontal movement on the guide shall take effect only on September 1 or February 1 provided, however, that in the event a teacher shall submit an official transcript or correspondence validating completion of a college or graduate course, or in the case of in-service credits, a certificate of

completion, prior to November 1 or April 1, horizontal movement shall be retroactive to September 1 or February 1, respectively.

6. No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.

7. No in-service credits obtained prior to September 1, 1974, shall be applicable to future horizontal movement on the guide after July 1, 1975.

8. 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.

9. Teachers beginning their 17th through 20th years of employment in Demarest shall be entitled to longevity compensation at a rate of \$5,000 in 2008-2009, \$5,500 in 2009-2010, and \$6,000 in 2010-2011 above salary specified on their appropriate guide placement. Teachers beginning their 21st year and beyond of employment in Demarest shall be entitled to longevity compensation at the rate of \$6,500 in 2008-2009, \$7,000 in 2009-2010, and \$7,500 in 2010-2011 above salary specified in their appropriate guide placement.

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 2005)

Teachers' workday in effect September, 2005

County Road School/Luther Lee Emerson

Teachers due in:	8:10 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:	3:30 P.M.

Demarest Middle School

Teachers due in:	8:10 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:	3:40 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.

APPENDIX E

DENTAL INSURANCE PLAN

Provided by: Delta Dental Plan of New Jersey, Inc.
P.O. Box 222
Parsippany, New Jersey 07054

Claim Inquiries: (800) 452-9310 (New Jersey)
(800) 346-5377 (Out of State)

Group No.: 7125-54