

A G R E E M E N T

between

~~THE~~ DEMAREST BOARD OF EDUCATION

and

~~THE~~ DEMAREST EDUCATION ASSOCIATION (Employer)

1989-1990	1990-1991	1991-1992
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DEMAREST PUBLIC SCHOOLS
DEMAREST, NEW JERSEY

x July 1, 1989 - June 30, 1992

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ARTICLE I

RECOGNITION

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

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

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

ARTICLE II

POWERS OF THE BOARD OF EDUCATION
AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through its Superintendent of Schools, shall continue to have the exclusive right to take any action it deems appropriate in the 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

ARTICLE III (cont'd)

DUES DEDUCTION

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 given his/her written answer in the FIRST STEP.

Within ten (10) school days after the

ARTICLE IV (cont'd)

GRIEVANCE PROCEDURE

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

ARTICLE V

SALARIES

A. The salary guide for persons covered by this Agreement is set forth in Appendices A, B, and C.

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

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

B. The Board shall pay a contribution of up to \$27,183 in each year of this Agreement towards 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); the premiums paid for new hires, however, will not be included in the fund calculations.

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 \$225.00 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 \$225.00. No teacher shall receive more than \$825.00 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

ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

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. IN-SERVICE COURSES

Inservice courses shall be mandatory if held during school time (as defined in ARTICLE XII) and voluntarily if held outside of school time.

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 monies for each day of sick leave which they have accumulated but have not

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

personal business, upon application therefore to the Superintendent. Such personal leave shall be with full pay.

2. This leave shall not be cumulative.

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

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

D. LEAVES FOR PROFESSIONAL REASONS

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

2. Requests for such approval shall be submitted as far in advance as possible, preferably before any financial commitments are made, but 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.

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

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

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

d. All policies, practices, rules, and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq. shall be applicable to pregnant employees applying for leave

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

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 a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.

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

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

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

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

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

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

Where the birth of a child is anticipated

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

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

1. Paternity leave shall be granted with full pay to male employees for a maximum of five (5) days per school year, within 2 weeks of 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

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. PURPOSES 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

ARTICLE IX (cont'd)

SABBATICAL LEAVE

c. Study - The courses and objectives of the program of study as well as the institution where such program will be pursued. The policy on reimbursement for tuition is not applicable in instances where sabbatical leave is granted.

F. EVALUATION OF APPLICATION

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

2. In arriving at his/her recommendation, the Superintendent shall give primary consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration shall be the seniority of the staff members applying for leave.

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

G. CONDITION OF LEAVE

As a condition for the granting of sabbatical leave, the teacher, if so requested by the Board, shall enter into a contract with the Board to continue in service for a period of no less than 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

ARTICLE IX (cont'd)

SABBATICAL LEAVE

teacher returning from sabbatical leave shall be placed on that step of the appropriate guide which he/she would have attained had he/she taught the entire previous year in the school district.

I. NOTIFICATION TO TEACHER

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

J. SUBSTANTIAL INTERRUPTION AND TERMINATION OF LEAVE

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

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

ARTICLE IX (cont'd)

SABBATICAL LEAVE

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.

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 two (2) Teacher-Principal Liaison Committees, one to represent grades K-4 and the other to represent grades 5-8.

1. Five (5) teaching staff members shall be chosen by the Association to serve on the K-4 Teacher-Principal Liaison Committee. One (1) representative shall be a specialist assigned to the K-4 school.

2. Five (5) teaching staff members shall be chosen by the Association to serve on the 5-8 Teacher-Principal Liaison Committee. Two (2) shall be from grades 5 and 6, two (2) from grades 7 and 8, and one (1) shall be a specialist assigned to the 5-8 school.

3. The chairperson will alternate monthly between the D.E.A. and the Principal.

4. 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 cancelled with the agreement of both parties.

5. Items for agenda will be submitted to Building Principal three (3) days prior to meeting. The

ARTICLE XI (cont'd)

LIAISON COMMITTEES

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 agendas will be distributed to all committee members and administrators two (2) days prior to the liaison meeting.

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.

ARTICLE XI (cont'd)

LIAISON COMMITTEES

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 X11

HOURS AND ASSIGNMENTS

A. TEACHERS DAY

1. Employees shall not be required to report to work earlier than 30 minutes before and may leave 30 minutes after their building's pupil day, except when staff meetings are convened, in which case the employee 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. The teachers workday shall be frozen at the length of time in effect in October of 1982 (Appendix D), for the duration of this Agreement.

4. All employees shall receive a duty-free lunch period of the duration and in accordance with procedures in effect in October of 1982 (Appendix D), for the duration of this Agreement.

5. The provisions in Nos. 3 and 4 are specifically understood to be for the duration of this Agreement only, and shall expire and be expunged from the Agreement on June 30, 1992.

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

ARTICLE XII (cont'd)

HOURS AND ASSIGNMENTS

3. 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 fifteen (\$15.00) dollars for each period of class coverage performed by a teacher in any school year.

ARTICLE XIII

IN-SCHOOL WORK YEAR

A. The in-school work year for the ten (10) month professional staff shall consist of the student calendar plus two (2) full days and additional days for teachers new to our district for purposes of orientation as the administration shall determine.

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

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

C. The two (2) 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 one of the professional staff days (presently in student calendar) for parent conferences with evening hours, the schedule shall be as follows:

- 1 - 5 p.m. - Teacher-Parent Conferences
- 5 - 6 p.m. - Dinner
- 6 - 8 p.m. - Teacher-Parent Conferences

ARTICLE XIV

EVALUATION PROCEDURES

The parties agree that any provision, sentence, clause or section of this 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 purposes 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.

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

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 followed 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

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

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 report, 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 15th. 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 evaluation of each staff

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

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 acknowledgement 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>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Lunchroom Coordinator	3156	3448	3767
Athletic Program	3156	3448	3767
Student Council	958	1047	1144
AVA Aide (DMS)	964	1053	1150
AVA Aide (CRS)	964	1053	1150
Yearbook	1100	1202	1313
8th Grade Advisor	958	1047	1144
Dramatics	958	1047	1144
Chorus	1314	1436	1569
Band	1822	1991	2175
CST Chairperson	1314	1436	1569
Olympics of the Mind	958	1047	1144
Chapter I Coordinator	958	1047	1144

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 \$15 per annum for each week day said employee shall be assigned to two schools. In lieu of the above, the School Nurse shall receive \$100 per annum as an automobile allowance.

ARTICLE XVI

MISCELLANEOUS

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

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.

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, 1989, and shall continue in full force and effect to and including June 30, 1992. In accordance with the regulation of the Public Employment Relations Commission (P.E.R.C.), the parties shall meet to discuss and negotiate any proposals 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 their respective secretaries all on the day and year first above written.

ATTEST:

THE DEMAREST BOARD OF EDUCATION

Riane Holberg

By *Marcy S Woods*

ATTEST:

THE DEMAREST EDUCATION ASSOCIATION

Paul J. Kilton

By *Joan Shapiro*

APPENDIX A-1

SALARY GUIDE 1989-90

LEVELS		BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	21062	1 21062	1.05 22115	1.1 23168	1.17 24643	1.23 25906	1.29 27170	1.35 28434	1.41 29697
2	0.043	1.043 21968	1.093 23021	1.143 24074	1.213 25548	1.273 26812	1.333 28076	1.393 29339	1.453 30603
3	0.046	1.089 22937	1.139 23990	1.189 25043	1.259 26517	1.319 27781	1.379 29044	1.439 30308	1.499 31572
4	0.049	1.138 23969	1.188 25022	1.238 26075	1.308 27549	1.368 28813	1.428 30077	1.488 31340	1.548 32604
5	0.052	1.19 25064	1.24 26117	1.29 27170	1.36 28644	1.42 29908	1.48 31172	1.54 32435	1.6 33699
6	0.056	1.246 26243	1.296 27296	1.346 28349	1.416 29824	1.476 31088	1.536 32351	1.596 33615	1.656 34879
7	0.062	1.308 27549	1.358 28602	1.408 29655	1.478 31130	1.538 32393	1.598 33657	1.658 34921	1.718 36185
8	0.062	1.37 28855	1.42 29908	1.47 30961	1.54 32435	1.6 33699	1.66 34963	1.72 36227	1.78 37490
9	0.062	1.432 30161	1.482 31214	1.532 32267	1.602 33741	1.662 35005	1.722 36269	1.782 37532	1.842 38796
10	0.065	1.497 31530	1.547 32583	1.597 33636	1.667 35110	1.727 36374	1.787 37638	1.847 38902	1.907 40165
11	0.065	1.562 32899	1.612 33952	1.662 35005	1.732 36479	1.792 37743	1.852 39007	1.912 40271	1.972 41534
12	0.065	1.627 34268	1.677 35321	1.727 36374	1.797 37848	1.857 39112	1.917 40376	1.977 41640	2.037 42903
13	0.065	1.692 35637	1.742 36690	1.792 37743	1.862 39217	1.922 40481	1.982 41745	2.042 43009	2.102 44272
14	0.065	1.757 37006	1.807 38059	1.857 39112	1.927 40586	1.987 41850	2.047 43114	2.107 44378	2.167 45641
15	0.065	1.808 38080	1.872 39428	1.922 40481	1.992 41956	2.052 43219	2.112 44483	2.172 45747	2.232 47010
16	0.065	1.927 40586	1.994 41998	2.045 43072	2.127 44799	2.189 46105	2.277 47958	2.34 49285	2.402 50591

Tenured teachers receive a stipend of \$500 in addition to the listed salary.
(prorated for part-time teachers)

APPENDIX A-2

SALARY GUIDE 1990-91

LEVELS		BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	22583	1 22583	1.05 23712	1.1 24841	1.17 26422	1.23 27777	1.29 29132	1.35 30487	1.41 31842
2	0.043	1.043 23554	1.093 24683	1.143 25812	1.213 27393	1.273 28748	1.333 30103	1.393 31458	1.453 32813
3	0.046	1.089 24593	1.139 25722	1.189 26851	1.259 28432	1.319 29787	1.379 31142	1.439 32497	1.499 33852
4	0.049	1.138 25699	1.188 26829	1.238 27958	1.308 29539	1.368 30894	1.428 32249	1.488 33604	1.548 32604
5	0.052	1.19 26874	1.24 28003	1.29 29132	1.36 30713	1.42 32068	1.48 33423	1.54 34778	1.6 36133
6	0.056	1.246 28138	1.296 29268	1.346 30397	1.416 31978	1.476 33333	1.536 34687	1.596 36042	1.656 37397
7	0.062	1.308 29539	1.358 30668	1.408 31797	1.478 33378	1.538 34733	1.598 36088	1.658 37443	1.718 38798
8	0.062	1.37 30939	1.42 32068	1.47 33197	1.54 34778	1.6 36133	1.66 37488	1.72 38843	1.78 40198
9	0.062	1.432 32339	1.482 33468	1.532 34597	1.602 36178	1.662 37533	1.722 38888	1.782 40243	1.842 41598
10	0.065	1.497 33807	1.547 34936	1.597 36065	1.667 37646	1.727 39001	1.787 40356	1.847 41711	1.907 43066
11	0.065	1.562 35275	1.612 36404	1.662 37533	1.732 39114	1.792 40469	1.852 41824	1.912 43179	1.972 44534
12	0.065	1.627 36743	1.677 37872	1.727 39001	1.797 40582	1.857 41937	1.917 43292	1.977 44647	2.037 46002
13	0.065	1.692 38210	1.742 39340	1.792 40469	1.862 42050	1.922 43405	1.982 44760	2.042 46114	2.102 47469
14	0.065	1.757 39678	1.807 40807	1.857 41937	1.927 43517	1.987 44872	2.047 46227	2.107 47582	2.167 48937
15	0.065	1.808 40830	1.872 42275	1.922 43405	1.992 44985	2.052 46340	2.112 47695	2.172 49050	2.232 50405
16	0.065	1.927 43517	1.994 45031	2.045 46182	2.127 48034	2.189 49434	2.277 51421	2.34 52844	2.402 54244

Tenured teachers receive a stipend of \$500 in addition to the listed salary (prorated for part-time teachers)

APPENDIX A-3

SALARY GUIDE 1991-92

LEVELS		BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	24213	1 24213	1.05 25424	1.1 26634	1.17 28329	1.23 29782	1.29 31235	1.35 32688	1.41 34140
2	0.043	1.043 25254	1.093 26465	1.143 27675	1.213 29370	1.273 30823	1.333 32276	1.393 33729	1.453 35181
3	0.046	1.089 26368	1.139 27579	1.189 28789	1.259 30484	1.319 31937	1.379 33390	1.439 34843	1.499 36295
4	0.049	1.138 27554	1.188 28765	1.238 29976	1.308 31671	1.368 33123	1.428 34576	1.488 36029	1.548 37482
5	0.052	1.19 28813	1.24 30024	1.29 31235	1.36 32930	1.42 34382	1.48 35835	1.54 37288	1.6 38741
6	0.056	1.246 30169	1.296 31380	1.346 32591	1.416 34286	1.476 35738	1.536 37191	1.596 38644	1.656 40097
7	0.062	1.308 31671	1.358 32881	1.408 34092	1.478 35787	1.538 37240	1.598 38692	1.658 40145	1.718 41598
8	0.062	1.37 33172	1.42 34382	1.47 35593	1.54 37288	1.6 38741	1.66 40194	1.72 41646	1.78 43099
9	0.062	1.432 34673	1.482 35884	1.532 37094	1.602 38789	1.662 40242	1.722 41695	1.782 43148	1.842 44600
10	0.065	1.497 36247	1.547 37458	1.597 38668	1.667 40363	1.727 41816	1.787 43269	1.847 44721	1.907 46174
11	0.065	1.562 37821	1.612 39031	1.662 40242	1.732 41937	1.792 43390	1.852 44842	1.912 46295	1.972 47748
12	0.065	1.627 39395	1.677 40605	1.727 41816	1.797 43511	1.857 44964	1.917 46416	1.977 47869	2.037 49322
13	0.065	1.692 40968	1.742 42179	1.792 43390	1.862 45085	1.922 46537	1.982 47990	2.042 49443	2.102 50896
14	0.065	1.757 42542	1.807 43753	1.857 44964	1.927 46658	1.987 48111	2.047 49564	2.107 51017	2.167 52470
15	0.065	1.808 43777	1.872 45327	1.922 46537	1.992 48232	2.052 49685	2.112 51138	2.172 52591	2.232 54043
16	0.065	1.927 46658	1.994 48281	2.045 49516	2.127 51501	2.189 53002	2.277 55133	2.34 56658	2.402 58160

Tenured teachers receive a stipend of \$500 in addition to the listed salary (prorated for part-time teachers)

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. Teachers holding or gaining tenure shall be compensated at \$500 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 8 inservice credits may be used to move horizontally from one guide level to another and such inservice 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 inservice 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 inservice 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.

APPENDIX C

DEMAREST EDUCATION ASSOCIATION

GRIEVANCE

Number: _____

A. Name of Grievant: _____

B. Date grievance submitted: _____

C. Date cause of grievance occurred: _____

D. Description of grievance:

E. Basis of grievance:

F. Relief sought:

Signature

Level = (circle) and date submitted

1. PRINCIPAL	_____	3. BOARD OF EDUCATION	_____
	Date		Date
2. SUPERINTENDENT	_____	4. ARBITRATOR	_____
	Date		Date

APPENDIX D

TEACHERS WORKDAY (October, 1982)

Teachers workday in effect October, 1982:

County Road School

Teachers due in:	8:30 a.m.
Students due in:	9:00 a.m.
Teachers' lunch:	1 hour
Students' lunch:	1 hour
Students' dismissal:	3:00 p.m.
Teachers' dismissal:	3:30 p.m.

Demarest Middle School

Teachers due in:	8:15 a.m.
Students due in:	8:32 a.m.
Teachers' lunch:	55 min.
Students' lunch:	55 min.
Students' dismissal:	3:00 p.m.
Teachers' dismissal:	3:30 p.m.

APPENDIX E

DENTAL INSURANCE PLAN

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

Claim Inquiries: (201) 334-8560
(800) 452-9310 (New Jersey)
(800) 346-5377 (Out of State)

Group No.: 7125-54