

1880

A G R E E M E N T

between

THE DEMAREST BOARD OF EDUCATION

and

THE DEMAREST EDUCATION ASSOCIATION

1994-1995

1995-1996

DEMAREST PUBLIC SCHOOLS  
DEMAREST, NEW JERSEY



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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

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



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

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 (30) days 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

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 IV (cont'd)

GRIEVANCE PROCEDURE

representative of his/her choice. When a member is not represented by the Association, the Association may be present and state its views.

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

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

E. GRIEVANCE FILE

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

ARTICLE V

SALARIES

A. The salary guide for persons covered by this Agreement is set forth in Appendices A-1, and A-2.

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 \$36,851 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 \$1,000.00 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



ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

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

ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

the improvement of professional library or periodicals and reference books or materials. This library shall main 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) and Appendix D-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

ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

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

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

used as per the schedule as follows:

\$25.00 per day 1 to 50 accumulated days

\$30.00 " " 51 to 100 " "

\$35.00 " " 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), 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

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

Superintendent, for leave on matters of legal, family or personal business that cannot be scheduled outside of school hours and would necessitate the teacher's absence on a school day.

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

F. PREGNANCY LEAVES

1. Preliminary Provisions

A pregnant employee may apply for a leave of absence based upon a claim of disability in accordance with provisions hereinafter set forth, in which instance such 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 give 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

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

under Section F (1) of this Agreement. Such employees shall receive no lesser consideration than any other employees nor shall they receive any greater consideration.

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

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

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

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

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

3. Request for Pregnancy Leave Not Based on Claims of Disability

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

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

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

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-tenure teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

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 VIII (cont'd)

LEAVES OF ABSENCE

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

shall have a  
shall be considered a  
of absence in  
in which  
shall be eligible to apply for such leave in  
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.

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

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.

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

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

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

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

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 X (cont'd)

RIGHTS OF THE ASSOCIATION AND ITS MEMBERS

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 cancelled with the agreement of both parties.

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

ARTICLE XI (cont'd)

LIAISON COMMITTEES

agendas will be distributed to all staff members and administrators at least two (2) days prior to the meeting. Agenda items for Association shall be developed and submitted by the Association

5. A recording secretary shall be chosen from the Association to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the Principal and Association representative prior to general distribution.

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

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

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

3. Any matter which pertains to a particular building must first be raised with the Teacher-Principal

ARTICLE XI (cont'd)

LIAISON COMMITTEES

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 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

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,

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 XII

HOURS AND ASSIGNMENTS

A. TEACHERS DAY

1. Employees shall not be required to report to work earlier than 10 minutes before and may leave 15 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 September of 1994 (Appendix D-1), 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 September of 1994 (Appendix D-1), 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, 1996.

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

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).

C. PREPARATION PERIODS

1. County Road School and Luther Lee Emerson School full-time teachers shall be entitled to 275 minutes of preparation time per week, with a minimum of one (1) block of 30-35 minutes daily. 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 a one (1) 40-45 minutes 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

ARTICLE XII (cont'd)

HOURS AND ASSIGNMENTS

meetings with a Principal or Superintendent may reduce the number of periods in any week.

2. No more than 60 minutes of preparation periods per week for DMS teachers and no more than 50 minutes of preparation periods per week for CRS and LLE teachers will be used for Child Study Team meetings.

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 twenty (\$20.00) 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 of 181 days plus three (3) professional days. The aforementioned 184 day schedule 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 three (3) 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

ARTICLE XIII (cont'd)

IN-SCHOOL WORK YEAR

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

The Monday staff meetings (3-4:30 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 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

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

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

observed deficiencies. In addition, the administrative and supervisory staff person performing the observations shall discuss with the teacher any 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 not necessarily represent acceptance of the report but shall constitute an acknowledgement 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

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

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



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>1994-95</u>	<u>1995-96</u>
Lunchroom Coordinator	4102	4213
Athletic Program	4102	4213
Student Council	1246	1280
Yearbook	1430	1469
8th Grade Advisor	1246	1280
Dramatics	1246	1280
Chorus	1708	1754
Band	4102	4213
Beginning Band	500	514
CST Chairperson	1708	1754
Olympics of the Mind	1246	1280
Chapter I Coordinator	1246	1280
Communications Coordinator	1246	1280
Teacher-in-Charge-CRS	4102	4213
Teacher-in-Charge-LLE	4102	4213

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

ARTICLE XV (cont'd)

OTHER COMPENSATION OR STIPENDS

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 inservice instruction a fee of \$25.00 shall be paid for each hour of actual instruction of an inservice course which is approved by the school administration.

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

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. 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 monies equal to one overnight pay.

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.

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 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, 1994, and shall continue in full force and effect to and including June 30, 1996. 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

*Paul J. Supton*

By *William Hoeyer*

ATTEST:

THE DEMAREST EDUCATION ASSOCIATION

*Paul J. Supton*

By *Elizabeth Wynn*

By *Barbara Clement*

ARTICLE XVII

TERMINATION 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, 1994, and shall continue in full force and effect to and including June 30, 1995. 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 signed this Agreement to be signed by their respective presidents and attested by their respective secretaries all on the day and year first above written.

THE DEMAREST BOARD OF EDUCATION

By [Signature]

ATTEST:

THE DEMAREST EDUCATION ASSOCIATION

By [Signature]  
By [Signature]

APPENDIX A-1

SALARY GUIDE 1994-95

<u>Step</u>	<u>Level-&gt;</u>	<u>BA</u>	<u>BA+ 16</u>	<u>BA+ 32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+ 45</u>	<u>MA+ 60</u>
1		1	1.05	1.1	1.17	1.23	1.29	1.35	1.41
		27064	28417	29770	31665	33289	34913	36536	38160
2	0.043	1.043	1.093	1.143	1.213	1.273	1.333	1.393	1.453
		28228	29581	30934	32829	34452	36076	37700	39324
3	0.046	1.089	1.139	1.189	1.259	1.319	1.379	1.439	1.499
		29473	30826	32179	34074	35697	37321	38945	40569
4	0.049	1.138	1.188	1.238	1.308	1.368	1.428	1.488	1.548
		30799	32152	33505	35400	37024	38647	40271	41895
5	0.052	1.190	1.240	1.290	1.360	1.420	1.480	1.540	1.600
		32206	33559	34913	36807	38431	40055	41679	43302
6	0.056	1.246	1.296	1.346	1.416	1.476	1.536	1.596	1.656
		33722	35075	36428	38323	39946	41570	43194	44818
7	0.062	1.308	1.358	1.408	1.478	1.538	1.598	1.658	1.718
		35400	36753	38106	40001	41624	43248	44872	46496
8	0.062	1.370	1.420	1.470	1.540	1.600	1.660	1.720	1.780
		37078	38431	39784	41679	43302	44926	46550	48174
9	0.062	1.432	1.482	1.532	1.602	1.662	1.722	1.782	1.842
		38756	40109	41462	43357	44980	46604	48228	49852
10	0.065	1.497	1.547	1.597	1.667	1.727	1.787	1.847	1.907
		40515	41868	43221	45116	46740	48363	49987	51611
11	0.065	1.562	1.612	1.662	1.732	1.792	1.852	1.912	1.972
		42274	43627	44980	46875	48499	50123	51746	53370
12	0.065	1.627	1.677	1.727	1.797	1.857	1.917	1.977	2.037
		44033	45386	46740	48634	50258	51882	53506	55129
13	0.065	1.692	1.742	1.792	1.862	1.922	1.982	2.042	2.102
		45792	47145	48499	50393	52017	53641	55265	56889
14	0.065	1.757	1.807	1.857	1.927	1.987	2.047	2.107	2.167
		47551	48905	50258	52152	53776	55400	57024	58648
15	0.065	1.808	1.872	1.922	1.992	2.052	2.112	2.172	2.232
		48932	50664	52017	53911	55535	57159	58783	60407
16	0.065	1.927	1.994	2.045	2.127	2.189	2.277	2.34	2.402
		52152	53966	55346	57565	59243	61625	63330	65008

**DEFINITION OF LEVELS**

SALARY GUIDE 1984-85

B.A.	B.A. plus 16 credits, not to include more than 8 inservice credits	B.A. plus 32 credits, not to include more than 8 inservice credits	M.A.	M.A. plus 16 credits, not to include more than 8 inservice credits	M.A. plus 32 credits, not to include 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
2515	2385	2255	2515	2385	2255	2515	2385
2535	2405	2275	2535	2405	2275	2535	2405
2555	2425	2295	2555	2425	2295	2555	2425
2575	2445	2315	2575	2445	2315	2575	2445
2595	2465	2335	2595	2465	2335	2595	2465
2615	2485	2355	2615	2485	2355	2615	2485
2635	2505	2375	2635	2505	2375	2635	2505
2655	2525	2395	2655	2525	2395	2655	2525
2675	2545	2415	2675	2545	2415	2675	2545
2695	2565	2435	2695	2565	2435	2695	2565
2715	2585	2455	2715	2585	2455	2715	2585
2735	2605	2475	2735	2605	2475	2735	2605
2755	2625	2495	2755	2625	2495	2755	2625
2775	2645	2515	2775	2645	2515	2775	2645
2795	2665	2535	2795	2665	2535	2795	2665
2815	2685	2555	2815	2685	2555	2815	2685
2835	2705	2575	2835	2705	2575	2835	2705
2855	2725	2595	2855	2725	2595	2855	2725
2875	2745	2615	2875	2745	2615	2875	2745
2895	2765	2635	2895	2765	2635	2895	2765
2915	2785	2655	2915	2785	2655	2915	2785
2935	2805	2675	2935	2805	2675	2935	2805
2955	2825	2695	2955	2825	2695	2955	2825
2975	2845	2715	2975	2845	2715	2975	2845
2995	2865	2735	2995	2865	2735	2995	2865
3015	2885	2755	3015	2885	2755	3015	2885
3035	2905	2775	3035	2905	2775	3035	2905
3055	2925	2795	3055	2925	2795	3055	2925
3075	2945	2815	3075	2945	2815	3075	2945
3095	2965	2835	3095	2965	2835	3095	2965
3115	2985	2855	3115	2985	2855	3115	2985
3135	3005	2875	3135	3005	2875	3135	3005
3155	3025	2895	3155	3025	2895	3155	3025
3175	3045	2915	3175	3045	2915	3175	3045
3195	3065	2935	3195	3065	2935	3195	3065
3215	3085	2955	3215	3085	2955	3215	3085
3235	3105	2975	3235	3105	2975	3235	3105
3255	3125	2995	3255	3125	2995	3255	3125
3275	3145	3015	3275	3145	3015	3275	3145
3295	3165	3035	3295	3165	3035	3295	3165
3315	3185	3055	3315	3185	3055	3315	3185
3335	3205	3075	3335	3205	3075	3335	3205
3355	3225	3095	3355	3225	3095	3355	3225
3375	3245	3115	3375	3245	3115	3375	3245
3395	3265	3135	3395	3265	3135	3395	3265
3415	3285	3155	3415	3285	3155	3415	3285
3435	3305	3175	3435	3305	3175	3435	3305
3455	3325	3195	3455	3325	3195	3455	3325
3475	3345	3215	3475	3345	3215	3475	3345
3495	3365	3235	3495	3365	3235	3495	3365
3515	3385	3255	3515	3385	3255	3515	3385
3535	3405	3275	3535	3405	3275	3535	3405
3555	3425	3295	3555	3425	3295	3555	3425
3575	3445	3315	3575	3445	3315	3575	3445
3595	3465	3335	3595	3465	3335	3595	3465
3615	3485	3355	3615	3485	3355	3615	3485
3635	3505	3375	3635	3505	3375	3635	3505
3655	3525	3395	3655	3525	3395	3655	3525
3675	3545	3415	3675	3545	3415	3675	3545
3695	3565	3435	3695	3565	3435	3695	3565
3715	3585	3455	3715	3585	3455	3715	3585
3735	3605	3475	3735	3605	3475	3735	3605
3755	3625	3495	3755	3625	3495	3755	3625
3775	3645	3515	3775	3645	3515	3775	3645
3795	3665	3535	3795	3665	3535	3795	3665
3815	3685	3555	3815	3685	3555	3815	3685
3835	3705	3575	3835	3705	3575	3835	3705
3855	3725	3595	3855	3725	3595	3855	3725
3875	3745	3615	3875	3745	3615	3875	3745
3895	3765	3635	3895	3765	3635	3895	3765
3915	3785	3655	3915	3785	3655	3915	3785
3935	3805	3675	3935	3805	3675	3935	3805
3955	3825	3695	3955	3825	3695	3955	3825
3975	3845	3715	3975	3845	3715	3975	3845
3995	3865	3735	3995	3865	3735	3995	3865
4015	3885	3755	4015	3885	3755	4015	3885
4035	3905	3775	4035	3905	3775	4035	3905
4055	3925	3795	4055	3925	3795	4055	3925
4075	3945	3815	4075	3945	3815	4075	3945
4095	3965	3835	4095	3965	3835	4095	3965
4115	3985	3855	4115	3985	3855	4115	3985
4135	4005	3875	4135	4005	3875	4135	4005
4155	4025	3895	4155	4025	3895	4155	4025
4175	4045	3915	4175	4045	3915	4175	4045
4195	4065	3935	4195	4065	3935	4195	4065
4215	4085	3955	4215	4085	3955	4215	4085
4235	4105	3975	4235	4105	3975	4235	4105
4255	4125	3995	4255	4125	3995	4255	4125
4275	4145	4015	4275	4145	4015	4275	4145
4295	4165	4035	4295	4165	4035	4295	4165
4315	4185	4055	4315	4185	4055	4315	4185
4335	4205	4075	4335	4205	4075	4335	4205
4355	4225	4095	4355	4225	4095	4355	4225
4375	4245	4115	4375	4245	4115	4375	4245
4395	4265	4135	4395	4265	4135	4395	4265
4415	4285	4155	4415	4285	4155	4415	4285
4435	4305	4175	4435	4305	4175	4435	4305
4455	4325	4195	4455	4325	4195	4455	4325
4475	4345	4215	4475	4345	4215	4475	4345
4495	4365	4235	4495	4365	4235	4495	4365
4515	4385	4255	4515	4385	4255	4515	4385
4535	4405	4275	4535	4405	4275	4535	4405
4555	4425	4295	4555	4425	4295	4555	4425
4575	4445	4315	4575	4445	4315	4575	4445
4595	4465	4335	4595	4465	4335	4595	4465
4615	4485	4355	4615	4485	4355	4615	4485
4635	4505	4375	4635	4505	4375	4635	4505
4655	4525	4395	4655	4525	4395	4655	4525
4675	4545	4415	4675	4545	4415	4675	4545
4695	4565	4435	4695	4565	4435	4695	4565
4715	4585	4455	4715	4585	4455	4715	4585
4735	4605	4475	4735	4605	4477	4735	4605
4755	4625	4495	4755	4625	4495	4755	4625
4775	4645	4515	4775	4645	4515	4775	4645
4795	4665	4535	4795	4665	4535	4795	4665
4815	4685	4555	4815	4685	4555	4815	4685
4835	4705	4575	4835	4705	4575	4835	4705
4855	4725	4595	4855	4725	4595	4855	4725
4875	4745	4615	4875	4745	4615	4875	4745
4895	4765	4635	4895	4765	4635	4895	4765
4915	4785	4655	4915	4785	4655	4915	4785
4935	4805	4675	4935	4805	4675	4935	4805
4955	4825	4695	4955	4825	4695	4955	4825
4975	4845	4715	4975	4845	4715	4975	4845
4995	4865	4735	4995	4865	4735	4995	4865
5015	4885	4755	5015	4885	4755	5015	4885
5035	4905	4775	5035	4905	4775	5035	4905
5055	4925	4795	5055	4925	4795	5055	4925
5075	4945	4815	5075	4945	4815	5075	4945
5095	4965	4835	5095	4965	4835	5095	4965
5115	4985	4855	5115	4985	4855	5115	4985
5135	5005	4875	5135	5005	4875	5135	5005
5155	5025	4895	5155	5025	4895	5155	5025
5175	5045	4915	5175	5045	4915	5175	5045
5195	5065	4935	5195	5065	4935	5195	5065
5215	5085	4955	5215	5085	4955	5215	5085
5235	5105	4975	5235	5105	4975	5235	5105
5255	5125	4995	5255	5125	4995	5255	5125
5275	5145	5015	5275	5145	5015		



APPENDIX A-2

SALARY GUIDE 1995-96

<u>Step</u>	<u>Level-&gt;</u>	<u>BA</u>	<u>BA+ 16</u>	<u>BA+ 32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+ 45</u>	<u>MA+ 60</u>
1		1	1.05	1.1	1.17	1.23	1.29	1.35	1.41
		27766	29154	30543	32486	34152	35818	37484	39150
2	0.043	1.043	1.093	1.143	1.213	1.273	1.333	1.393	1.453
		28960	30348	31737	33680	35346	37012	38678	40344
3	0.046	1.089	1.139	1.189	1.259	1.319	1.379	1.439	1.499
		30237	31625	33014	34957	36623	38289	39955	41621
4	0.049	1.138	1.188	1.238	1.308	1.368	1.428	1.488	1.548
		31598	32986	34374	36318	37984	39650	41316	42982
5	0.052	1.190	1.240	1.290	1.360	1.420	1.480	1.540	1.600
		33042	34430	35818	37762	39428	41094	42760	44426
6	0.056	1.246	1.296	1.346	1.416	1.476	1.536	1.596	1.656
		34596	35985	37373	39317	40983	42649	44315	45980
7	0.062	1.308	1.358	1.408	1.478	1.538	1.598	1.658	1.718
		36318	37706	39095	41038	42704	44370	46036	47702
8	0.062	1.370	1.420	1.470	1.540	1.600	1.660	1.720	1.780
		38039	39428	40816	42760	44426	46092	47758	49423
9	0.062	1.432	1.482	1.532	1.602	1.662	1.722	1.782	1.842
		39761	41149	42538	44481	46147	47813	49479	51145
10	0.065	1.497	1.547	1.597	1.667	1.727	1.787	1.847	1.907
		41566	42954	44342	46286	47952	49618	51284	52950
11	0.065	1.562	1.612	1.662	1.732	1.792	1.852	1.912	1.972
		43370	44759	46147	48091	49757	51423	53089	54755
12	0.065	1.627	1.677	1.727	1.797	1.857	1.917	1.977	2.037
		45175	46564	47952	49896	51561	53227	54893	56559
13	0.065	1.692	1.742	1.792	1.862	1.922	1.982	2.042	2.102
		46980	48368	49757	51700	53366	55032	56698	58364
14	0.065	1.757	1.807	1.857	1.927	1.987	2.047	2.107	2.167
		48785	50173	51561	53505	55171	56837	58503	60169
15	0.065	1.808	1.872	1.922	1.992	2.052	2.112	2.172	2.232
		50201	51978	53366	55310	56976	58642	60308	61974
16	0.065	1.927	1.994	2.045	2.127	2.189	2.277	2.34	2.402
		53505	55365	56781	59058	60780	63223	64972	66694

**DEFINITION OF LEVELS**

SALARY GUIDE 1985-86

B.A.	B.A. plus 16 credits, not to include more than 8 inservice credits	B.A. plus 32 credits, not to include more than 8 inservice credits	M.A.	M.A. plus 16 credits, not to include more than 8 inservice credits	M.A. plus 32 credits, not to include 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
23202	25282	26781	26781	28280	29779	31278	32777
20501	22581	24080	24080	25579	27078	28577	30076
18800	20880	22379	22379	23878	25377	26876	28375
17100	19180	20679	20679	22178	23677	25176	26675
15400	17480	18979	18979	20478	21977	23476	24975
13700	15780	17279	17279	18778	20277	21776	23275
12000	14080	15579	15579	17078	18577	20076	21575
10300	12380	13879	13879	15378	16877	18376	19875
8600	10680	12179	12179	13678	15177	16676	18175
6900	8980	10479	10479	11978	13477	14976	16475
5200	7280	8779	8779	10278	11777	13276	14775
3500	5580	7079	7079	8578	10077	11576	13075
1800	3880	5379	5379	6878	8377	9876	11375

APPENDIX B (cont'd)

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.

PLACEMENT AND MOVEMENT ON SALARY GUIDE

9. Teachers beginning their 17th through 20th years of employment in Demarest shall be entitled to longevity compensation at a rate of \$605.00 (1994-95) and \$650.00 (1995-96) 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 \$1,171.00 (1994-95) and \$1241.00 (1995-96) above salary specified on their appropriate guide placement.

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-1

TEACHERS WORKDAY (September, 1994)

Teachers workday in effect September, 1994

County Road School/Luther Lee Emerson

Teachers due in:	8:10 a.m.
Students due in:	8:20 a.m.
Teachers' lunch:	45 minutes
Students' lunch:	45 minutes
Students' dismissal:	3:05 p.m.
Teachers' dismissal:	3:20 p.m.

Demarest Middle School

Teachers due in:	8:10 a.m.
Students due in:	8:20 a.m.
Teachers' lunch:	45 minutes
Students' lunch:	45 minutes
Students' dismissal:	3:05 p.m.
Teachers' dismissal:	3:20 p.m.

Teacher's W





APPENDIX D-2

UTILIZATION OF UNASSIGNED TIME

TO: Co-Presidents and  
Negotiations' Chairperson  
Demarest Education Association

FROM: Paul J. Saxton

DATE: May 12, 1994

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, and  
any other non-instructional activity assigned.

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

APPENDIX D-2  
UTILIZATION OF UNASSIGNED TIME

TO: Co-Presidents and Negotiators, Chairperson  
Demarest Education Association

FROM: Paul J. Sexton

DATE: May 12, 1984

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 Peer Instruction,  
Student Tutoring Instruction, and  
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: (201) 334-8560  
(800) 452-9310 (New Jersey)  
(800) 346-5377 (Out of State)

Group No.: 7125-54

Delta Dental Plan of New Jersey, Inc.  
P.O. Box 333  
Parlapan, New Jersey 07024

(201) 334-8280  
(800) 482-8210 (New Jersey)  
(800) 346-8377 (Out of State)

Provided by:

Claim Inquiries: