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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

Between

THE BOARD OF EDUCATION OF THE BOROUGH OF DEAL

and

THE DEAL TEACHERS ASSOCIATION

School Year 1971-73

Preamble

The New Jersey Employer-Employee Relations Act (Chapter 303, Laws of 1968) provides that a majority representative of public employees in an appropriate unit shall be entitled to negotiate agreements with the public employer, embracing terms and conditions of employment, and when such agreements are negotiated and consummated, they shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

The Deal Board of Education does not waive or in any way relinquish any of its rights, in subsequent years, to refuse to negotiate any item presently in the agreement which is determined to be non-negotiable, as pertains to the Deal School District, by an authoritative administrative tribunal or court of competent jurisdiction of the State of New Jersey.

Additionally, the Deal Board of Education and the Deal Teachers Association reserve the right to insist, in subsequent years, should either so decide, that negotiations take place on items not presently in the agreement should it be determined that such items are negotiable by an authoritative administrative tribunal or court of competent jurisdiction of the State of New Jersey. The omission from the agreement which follows of items submitted for negotiation by the Association shall in no way constitute a precedent as to the negotiability of any such item.

In consideration of these stated mutual covenants, it is hereby agreed between the Deal Board of Education of the Borough of Deal and the Deal Teachers Association as follows:

ARTICLE I - Recognition

The Board of Education of the Borough of Deal agrees to and hereby does recognize the Deal Teachers Association as the exclusive negotiating representative, pursuant to Chapter 303 of the Laws of 1968, for all members of this negotiating unit. Excluded from the aforesaid negotiating unit are the Superintendent, Principal, part time or substitute teachers, school business administrators, school board secretaries, secretaries, nurses, custodians, custodial firemen, and all other employees. The Negotiating unit shall consist of all full time classroom teachers, librarian, reading specialist, music teacher, art teacher and physical education teachers. The list of names and officers of the negotiating unit is to be kept current and is attached as Schedule A.

Notwithstanding anything herein that may be to the contrary, it is expressly understood that this Agreement is not applicable to the terms and conditions of summer school employment.

ARTICLE II - Negotiating Committee and Procedures

The parties agree to enter into collective negotiation for a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers in the negotiating unit described in Article I hereof, be reduced to writing and be signed by the Board and the Association.

The Association shall have the right to select other persons as consultants who may attend meetings between the two (2) committees. These persons may be legal, educational, or professional persons who are not members of the Association.

The Deal Board of Education shall also have the right to select other persons as consultants in addition to the Administrative Principal and the Board Attorney.

These meetings are in no way intended, nor shall they be used as a forum for continual negotiating on the agreement presently existing between the parties.

There shall be upon request of either committee a mutual exchange of available financial public information relating to the resources of the school district and any other available public information exclusive of confidential records that may be helpful in resolving problems of mutual concern.

ARTICLE III - Grievance Procedure

A. Purpose of this article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

B. Definition - A grievance shall mean a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and the interpretation, meaning and application of any provision of this agreement.

The term grievance shall not apply to:

1. Any matter for which a method of review is otherwise specifically prescribed by law. (The parties recognize that N.J.S.A. 18A:6-9 grants jurisdiction to the Commissioner of Education to hear and determine all controversies and disputes arising under school laws. It is intended that grievances which constitute controversies and disputes will be processed through the grievance procedure except in those areas where Title 18A otherwise specifically prescribes another method of review.)
2. Any rule or regulation of the State Department of Education having the force and effect of law.
3. Any rule or regulation of the State Commissioner of Education having the force and effect of law.

4. Any matter which according to law is exclusively within the discretion of the Board.

5. The refusal of the Board to renew the contract of a non-tenure employee.

This Agreement shall not limit the right of any teacher having a grievance to discuss the matter informally with the administration and adjustment made thereof without intervention of the negotiating unit.

C. Procedure

Step 1

An aggrieved person shall first discuss his grievance with the Administrative Principal with the objective of resolving the matter informally.

Step 2

If the aggrieved person is not satisfied with the disposition of his grievance at Step One, he and/or a member of the Association shall file a written grievance with the Administrative Principal within five (5) school days from the date on which the grievance arose, setting forth the pertinent facts and grounds. Within five (5) school days from the date the written grievance has been submitted, a decision in writing shall be rendered by the Administrative Principal.

Step 3

If the Association and the aggrieved person are unable to reach a mutually satisfying solution to the grievance with the Administrative Principal, the aggrieved party and the

Association may then file the grievance and the written decision of the Administrative Principal thereon with the Board of Education within five (5) school days after receipt of the written decision rendered by the Administrative Principal. If the written grievance is filed within the time limits prescribed, the grievance shall then be discussed by the Board or its designee, a representative of the Association and the aggrieved person. The Board or its designee shall serve a written decision on the Association representative not later than (20) school days following such meeting.

Step 4

- a. If the decision of the Board is not accepted by the Association, the Association may, within fifteen (15) school days after the service of that decision serve written notice on the Board of the Association's desire to submit the grievance to arbitration. Only the Board or the Association shall have the right to demand arbitration.
- b. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If after fifteen (15) school days no selection of an arbitrator has been made, the parties shall request the New Jersey Public Employees Relations Committee to submit a panel of arbitrators from which the parties may make a selection in accordance with the rules of that agency.

- c. The arbitrator so selected shall confer with the representatives of the Board, the aggrieved person, and the Association, shall hold hearings promptly, and shall issue his decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator's authority shall be limited to interpretation of this contract as it is written. The arbitrator shall have no authority to alter, modify, or add to the agreement as it is written.
- d. The arbitrator's power shall be limited to making an advisory recommendation to adjust the grievance, which recommendation shall be non-binding on the parties.
- e. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, without prejudice to the right of the aggrieved person to exercise his legal rights and remedies.

f. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV - Salaries

- A. Salaries for the 1971-72 School Year shall be on the fourteen (14) step salary scale herein attached and set forth (Schedule B) based on a ratio guide of 1.00 - 1.78 (minimum to maximum) for the Bachelor's degree, 1.11 - 1.89 for the non-subject area Master's degree, 1.14 - 1.92 for the subject area Master's degree, and 1.24 - 2.02 for the Doctorate degree.
- B. Teachers employed on a ten (10) month basis shall be paid in two (2) equal semi-monthly installments except for December and June when only one payment shall be made for the month.
- C. Teachers may at the beginning of the school year request a 10% minimum deduction from their salaries for payment to the Monmouth-Ocean Teachers Federal Credit Union for the duration of the school year.
- D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day, with the exception noted in paragraph B of this article.
- E. Credit for Previous Experience - New teachers shall receive full credit on the salary guide for the first five (5) years and half credit for the next five (5) years of previous experience in teaching or in a related field or for exceptional educational qualifications at the discretion of the Board of Education and upon the recommendation of the Administrative Principal.

- F. New employees who fall below the salary guide levels will be granted adjustments to place them at the proper level. The Board, however, reserves the right to withhold increments as provided by statute (N.J.S.A. 18A:29-14).
- G. Equivalency credits will not be recognized as a substitute for a degree.

ARTICLE V - Non-teaching Assignments

A. The Board of Education and Teacher's Association recognize that a teacher's professional duties include the improvement of the quality of education in the school. To that end, the Teacher's Association agrees to make its membership available during the school year at reasonable times consistent with a teacher's responsibilities to the students, at no additional compensation, to review and make advisory reports and recommendations to the Board through the Administrative Principal concerning the quality of the School's educational program, including curriculum, extra curricular activities and like matters. Nothing herein shall interfere with the incentive program under Article VI.

B. The Board agrees to compensate teachers or aides for the following non-teaching assignments as per schedule C to be attached hereto:

1. Safety Patrol Supervisors
2. Noon-time Playground Supervisors
3. Lunchtime Supervisors
4. After school athletic program Supervisors

The decision for determining the number of teachers or aides required for these services and the selection of these teachers or aides shall rest with the Board.

ARTICLE VI - Incentive Program

A. \$20.00 per credit up to eighteen (18) credits for a degree other than subject area.

\$20.00 per credit up to twenty-four (24) credits for a degree in the subject area.

Courses shall be placed in three (3) categories:

1. Teacher preparation courses
 - a. Subject area courses
 - b. Method courses
 - c. Curriculum Development in the Elementary School
 - d. Scientific method (Research)
 - e. Guidance

2. General
 - a. Public School Relations
 - b. New Jersey School Law
 - c. Role of the School in American Society
 - d. Problems in Elementary Education, etc.

3. Administration and Supervision
 - a. Introduction to Administration
 - b. Supervision of Instruction
 - c. Administration and Staff Personnel
 - d. Organization and Administration of the Elementary School, etc.

Credits shall be distributed as follows:

1. Six (6) of the first eighteen (18) or twenty-four (24) credits must be from category one (1).

2. Three (3) credits may be from the category "Administration and Supervision".
3. Six (6) credits may be from the "General" category.
4. An additional nine (9) credits may be from any category.

B. Incentive increment of \$120.00 per initial six credits up to a maximum of eighteen (18) credits for non-subject and twenty-four (24) credits for subject area.

1. Teachers must file application form with the Principal by November first of each year, listing the courses and the total number of credits they expect to accumulate, for the consideration for the next contract. Courses must be approved by the Evaluation Committee in advance.
2. Teachers must possess proper certificate to qualify for incentive increments.
3. Courses taken toward teacher certification shall not qualify the teacher for partial increment.
4. No one will receive an increment at mid-year.

C. Master's Degree

1. Teachers may be placed on the Master's scale at mid-school year if they receive the Master's at that time.

2. Notification of intention to achieve the Master's degree must be submitted by September preceding the contract year.

D. \$20.00 per credit up to twenty-four (24) will be given beyond the Master's degree.

E. Inservice courses must be approved by the Evaluation Committee.

All full time teachers are eligible at \$20.00 per credit. Inservice courses are separate from the regular incentive program.

F. Evaluation Committee is to consist of two (2) Board members, two (2) teachers, and the Administrative Principal. Purpose of this committee is to consider credits for incentive increment.

Recommendation

1. Official recommendation to the Board of Education will not be taken until official transcript is received.
2. It is understood that any action by the Evaluation Committee is submitted only as a recommendation to the Board of Education.

ARTICLE VII - Sick Leave and Leaves of Absence

A. Sick Leave. All full-time teachers shall be entitled to ten (10) sick leave days for personal injury or illness. Unused sick leave days shall be accumulated from year to year with no maximum limit.

1. No employee shall lose his accumulated allowance of unused days of sick leave by reason of having been on leave of absence if and when such leave is granted, nor shall the employee accumulate sick leave while on a leave of absence.
2. Leaves beyond this shall be up to the discretion of the Board of Education.

B. Paid Leaves of Absence. In addition to sick leave under paragraph A, teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal matters which require absence during school hours. Application to the Administrative Principal for personal leave shall be made as soon as possible, or at least two (2) days before taking such leave (except in the case of emergencies).

The applicant for such leave shall not be required to state the reason for taking such leave unless the teacher wishes to certify in writing that one of such days is a religious holiday for purposes of paragraph B(2).

2. If the teacher certifies under paragraph B(1) that one day of leave has been taken as a religious holiday, then the teacher shall also be entitled to two (2) days leave for the observance of religious holidays which prevent the teacher from working in school.
3. Up to five (5) school days for each death of a teacher's spouse, child, parent, brother or sister or member of the immediate family living in the teacher's household.
4. Up to five (5) school days for each death of a teacher's parent or child not living in the teacher's household.
5. Three (3) days in the event of the death of any other member of the immediate family not living in the teacher's household.
6. In the event of the serious illness of a teacher's spouse, parent, or child, the Board may, in its discretion, grant leave.

C. Other Leaves of Absence.

1. Leaves of absence with or without pay may be granted to tenured teachers with good reason at the discretion of the Board.

2. In the event leave is taken pursuant to this paragraph C increment credit shall be allowed as follows: if the total leave taken is not more than 25% of the school year, 100% credit; if the total leave taken is more than 25% but not more than 50% of the school year, 50% credit; if the total leave taken is more than 50% of the school year, no credit.

D. All benefits to which a teacher was entitled at the time any leave of absence is granted shall be restored upon his return.

ARTICLE VIII - Sabbatical Leaves

A Sabbatical Leave shall be granted to a teacher by the Deal Board of Education for full-time study. Programs of study must benefit the applicant as a professional and as a teacher within the Deal School District. Not more than one teacher per year shall be on such leave.

1. Eligibility Requirements.

- a For the initial leave application, ten (10) years of service as full-time teacher in the Deal district; provided that the teacher has been in active service in two (2) of the three (3) school years immediately prior to the proposed leave including the immediately preceding year.
- b For a second leave application, an additional seven (7) years of service as a full-time teacher in the Deal district after completion of the first leave; provided that the teacher has been in active service in two (2) of the three (3) school years immediately prior to the proposed leave, including the immediately preceding year.
- c Written agreement by the teacher to the following requirements:
 - (1) Subsequent Service Requirements.
 - (a) Two (2) continuous years in the Deal District as a full-time teacher immediately following each sabbatical leave, provided, however, if the school physician certifies that the teacher is unable to teach, the two (2) year requirement shall commence in the first school year following certification by the said school physician that the teacher can resume teaching.

(2) Effect of Violation of Service Requirement and Agreement.

(a) In the event the teacher violates the agreement and requirements set forth in this paragraph 1 c the teacher shall reimburse the Board for all monies paid by it on behalf of said teacher for the year.

(b) The violation shall become part of the teacher's cumulative record.

2. Remuneration.

a. The Board shall pay the teacher one-half ($\frac{1}{2}$) the contractual salary while on sabbatical leave. However, if the teacher receives additional stipends from any other source which, when added to the payment by the Board, makes the total in excess of the full contractual salary, the payment by the Board shall be reduced by the amount of such excess.

b. Expense monies for travel, tuition, books, and other explicitly stated nonsalaried items, or grants for these purposes shall not be considered as stipends for purposes of paragraph a above.

3. Application Procedure.

a. The teacher will submit an application in writing on forms provided for this purpose.

(1) Such applications will be delivered to the Board of Education through the Administrative Principal by March 15th of the year that the proposed sabbatical leave is to commence.

(2) Later requests will be considered and may be granted provided the Board has been able to obtain a suitable high quality replacement.

4. Review of Application.

a. A teacher shall have his application reviewed by a Sabbatical Leave Committee prior to final decision by the Board.

(1) The Committee shall consist of the Administrative Principal, two Board members, and two teachers, but may function with only the Administrative Principal, together with one Board member and one teacher.

(2) The function of the Committee shall be to evaluate requests and if appropriate, make recommendations to the applicant which would enhance the value of the program of study, and make comments and recommendations including any minority view, to the Board.

(3) Said recommendations are advisory to the Board and not binding on the Board in arriving at its decision.

5. Approval of Application.

a. Approval authority rests solely with the Board.

b. The Board will notify the Committee of its decision within ninety (90) days of formal application, or as soon as possible in the case of an application submitted after March 15th.

c. In cases where more than one application has been received for a given year, the Board will consider any critical, timely, extenuating and other circumstances and factors in arriving at its decision.

6. Other Contingencies.

a. Upon returning from Sabbatical leave, the teacher shall be returned to his regular class in his regular position and be placed in the next level of the salary guide as if he were teaching in the district for the year he was on leave.

- b. Subject to limitations provided by law, pension and insurance payments will be deducted from the salary of the teacher while he is on leave, based on one hundred (100) per cent of his contractual salary; and health benefits for the year will be paid as if the teacher were not on leave. If the remuneration paid by the Board pursuant to paragraph 2 is not sufficient to cover these pension plan and insurance payments, the teacher will pay any deficiency.
- c. Salary payments will be made on the same basis as the regular staff, unless a request is made for payment at less frequent intervals. Payments will not be made in advance.
- d. Sick leave shall not accrue while on leave, nor shall sick leave be depleted in the event of minor illnesses.
- e. In the event of serious and/or lengthy illness which prevents the start or completion of the Sabbatical program, the teacher will apply for normal sick leave, and/or other leave, if necessary, at which time the Board's Sabbatical salary contribution shall cease.
- f. In the event paragraph "e" becomes applicable, the Board shall return the teacher to full salary status, and in its discretion, place the teacher in his regular class in his regular position or in reasonably similar professional duties; provided written notice of inability to resume and complete Sabbatical program and of desire to return to school is received at least seventy (70) days before the desired date of return, which must be prior to March 1st. Certification by the school physician of the ability of the teacher to return to classroom duties will be necessary before the Board will terminate the replacement teacher's contract and the teacher can return.

ARTICLE IX - Insurance Protection

The Board shall provide, where appropriate, full family hospital coverage for all full time employees. This shall consist of Blue Cross, Blue Shield, Rider J, and Major Medical under the New Jersey Public and School Employees Health Benefit Plan or equivalent, without cost to the employee.

ARTICLE X - Saving Clause

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XI - Duration of Agreement

This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1973, subject to the Association's right to (1) negotiate for the 1972-73 school year salaries under Article IV and (2) request negotiation of incidental fringe benefits of a type not provided hereunder. Negotiations shall be conducted pursuant to Article II.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers.

Deal Teachers Association

Deal Board of Education

President

President

Secretary

Secretary

Schedule A - Deal Teachers Association

Mr. Allan Ball
Mrs. Gladys Blank
Mr. John Bliss
Mrs. Carrie Bright
Mrs. Ruth Cahn
Mr. Jack Duane
Mrs. Jean Endrodi
Mrs. Joyce Froelich
Mr. Walter Gardner
Mrs. Donna Jordan
Mrs. Adelaide Kenyon
Mrs. Rhoda Kern
Mrs. Jean Lee
Mrs. Agnes Murko
Mrs. Eleanor O'Malley
Mrs. Linda Perrotto
Mrs. Minnie Roland
Mrs. Lillian Senitzky
Mrs. Anita Seyler
Mr. Thomas Sheehan
Mrs. Beverly Sirianni
Mrs. Hildegard Smith

BOARD OF EDUCATION
Borough of Deal

SCHEDULE B

TEACHERS' SALARY GUIDE

1971-72

Years of Service	B.A. Degree	Index	Non-Subject Area Masters	Index	Subject Area Masters	Index	Doctorate	Index
1	* 7,800	1.00	* 8,658	1.11	* 8,892	1.14	* 9,672	1.24
2	8,263	1.06	9,126	1.17	9,360	1.20	10,140	1.30
3	8,736	1.12	9,594	1.23	9,828	1.26	10,608	1.36
4	9,204	1.18	10,062	1.29	10,296	1.32	11,076	1.42
5	9,672	1.24	10,530	1.35	10,764	1.38	11,544	1.48
6	10,140	1.30	10,998	1.41	11,232	1.44	12,012	1.54
7	10,608	1.36	11,466	1.47	11,700	1.50	12,480	1.60
8	11,076	1.42	11,934	1.53	12,168	1.56	12,948	1.66
9	11,544	1.48	12,402	1.59	12,636	1.62	13,416	1.72
10	12,012	1.54	12,870	1.65	13,104	1.68	13,884	1.78
11	12,480	1.60	13,338	1.71	13,572	1.74	14,352	1.84
12	12,948	1.66	13,806	1.77	14,040	1.80	14,820	1.90
13	13,416	1.72	14,274	1.83	14,508	1.86	15,288	1.96
14	13,884	1.78	14,742	1.89	14,976	1.92	15,756	2.02

* Teaching experience, related experience and exceptional educational qualifications will be considered by the Board of Education in determining starting salary for new teachers.

Non-Teaching Assignments

1971-72

Schedule C

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|--|--------|
| 1. Safety Patrol Supervisors - Traffic | \$400. |
| 2. Noon-Time Playground Supervisors | 300. |
| 3. Lunchtime Supervisors | 300. |
| 4. After School Athletic Program Supervisors | 500. |