

THIS DOES NOT
CIRCULATE

EATONTOWN BOARD OF EDUCATION

and

EATONTOWN TEACHERS ASSOCIATION

CONTRACT AGREEMENT

1978 - 79

1979 - 80

1980 - 81

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7/1/78 - 6/30/81

Adopted: February 8, 1978

PREAMBLE

This agreement entered into this 8th day of February, 1978
by and between the Board of Education of the Borough of
Eatontown, New Jersey, hereinafter called the "Board",
and the Eatontown Teachers Association, hereinafter called
the "Association", incorporates the articles hereinafter
indexed and further defined.

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning terms and conditions of employment for all certified personnel whether under contract, or on approved leave employed by the Board including classroom teachers, nurses, librarians, learning disability specialist, remedial teachers, compensatory education teachers, Title I teachers, social worker, speech therapists, supplemental teachers, school psychologist and sponsors of recognized extra-curricular activities.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to teachers shall include male or female teacher.

ARTICLE II

NEGOTIATION PROCEDURE

A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules, Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting. At least four (4) meetings shall be held between the 120th day and 90th day prior to budget submission.

B. Any agreement so negotiated shall be reduced to writing and executed by both parties.

C. This agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or the Association that there has been a misinterpretation, misapplication, or violation of the provisions of this agreement, policies and administrative decisions affecting a teacher or group of teachers.

2. An "aggrieved person" is a person or persons included in the negotiating unit and making the claim.
3. A "party in interest" is a person making the claim, and any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A complaint of a non-tenure teacher which arises by reason of his not being re-employed shall not be grievable beyond the level of the Board.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of teachers subject to Paragraph E 5 of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a **maximum** and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as **is** practicable.

LEVEL I

3. A teacher with a grievance shall discuss it first with his Principal or immediate superior, either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Principal

or immediate supervisor decides that the resolution of the grievance is beyond the scope of his authority he shall forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level Two. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his authority he shall forward the grievance to the Board of Education and the processing of such a grievance shall proceed to Level Three.

LEVEL II

4. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the decision at Level One or ten (10) days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) days, the Chairman of the Negotiations Committee shall refer it to the Superintendent of Schools.

LEVEL III

5. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five school days after a decision by the Superintendent or fifteen (15) school days after the grievance as delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Negotiations Committee submit his grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall obtain from said arbitrator a commitment to serve. If the parties are unable to agree upon an arbitrator or obtain a commitment within the period specified, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be then bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

- (a) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasonings, and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.

- (b) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. The aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his choice or by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any faculty representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the Association, a grievance arising out of the same transaction materially affects a group or class of teachers, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.
2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraphs 5 (a,b) of this Article.
3. All written communications transmitted between the aggrieved person(s) or the Association, and either the immediate supervisor, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

TEACHERS RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board of Education such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. Teacher Evaluation

Non-tenure teachers shall be evaluated by their immediate superiors at least three times in each school year and tenure teachers shall be evaluated at least two times in each school year, to be followed in each instance by a written evaluation report.

Three copies of each page of the evaluation shall be prepared and submitted to the individual under evaluation within four school days of the evaluation. It is the responsibility of the individual being evaluated to study the evaluation, to write a reply when deemed necessary by the individual, to sign each page indicating that the page has been read, and return the evaluation to the evaluator within four school days.

Any written comments made by teachers concerning the evaluation shall become part of the evaluation and included in their permanent files.

No formal evaluation shall take place on a day preceding or following a school holiday or vacation.

Either party may request a conference to discuss the contents of the evaluation report.

D. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, registers of certificated personnel, agendas and minutes of all Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on all school property at all reasonable times during the day except when the property is not occupied as teaching duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the teacher so concerned.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings except when not occupied as teaching duties require. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval of the Superintendent is required subject to board policy.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Copies of all materials or reasonable facsimile of all materials to be posted on such bulletin boards shall be given to the Building Principal, but no approval shall be required.
- E. The Association shall have the right to reasonable use of the interschool mail facilities and school mail boxes for Association materials as it deems it necessary and without the approval of the Building Principal or other members of the Administration. Such material shall be identified as Association materials.

- F. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

ARTICLE VI

SCHOOL CALENDAR

- A. The Superintendent shall submit to the Teachers Association a proposed school calendar for comments at least fifteen (15) days prior to its adoption.
- B. The following days shall be declared legal public holidays and schools shall be closed on these days:

New Years Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Rosh Hoshanah

Yom Kipper

ARTICLE VII

TEACHERS' HOURS AND TEACHING LOADS

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Teachers signing in late shall be required to indicate the time of arrival and initial same. Teachers shall indicate their departure at the end of the school day by placing a check mark in the appropriate column of this roster.

- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day and when all duty obligations have been completed. On Fridays the teachers' work day shall end at the close of the pupil's school day or when all duty obligations have been completed.
- C. Teachers shall have a daily duty-free lunch period in accordance with the State Board of Education Regulations. The lunch period shall be at least thirty (30) minutes in length.
- D. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.
- E. No meetings, conferences, or interviews shall be scheduled with the teacher by the administration during the duty-free lunch period except in an emergency.
- F. An Association representative may speak to the Association members at any meeting called by the Administration and held after the work day for at least ten (10) minutes on the request of the representative after the end of the meeting.
- G. When possible, the notice and the agenda for any meeting shall be given to the teacher involved at least one school day prior to the meeting except in an emergency. Teachers shall have the right to suggest items for the agenda.
- H. The Board of Education shall continue to employ Teachers' Aides in all buildings where applicable.
- I. The practice of using a regular teacher as a substitute, thereby depriving him/her of his preparation period or released time, is undesirable and shall be discouraged. The Board shall make every effort to hire substitutes to avoid this practice.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which are attached hereto and made a part hereof.
- B. Teachers shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.
- C. Veterans will be granted years of service on an appropriate salary guide in accordance with Title 18-A: 29-11.

- D. "Bachelor's Degree" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.
- E. "Master's Degree or the Equivalent" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the State Board of Examiners for certification purposes.
- F. "Doctorate or 6th Year Level" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of completion of 32 additional semester hours in graduate courses beyond the course requirements for the master's degree in any college or university, or colleges or universities, whose graduate courses for the doctor's degree are acceptable to the State Board of Examiners for certification purposes.
- G. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

ARTICLE IX

MID-YEAR SALARY ADVANCEMENT

Any member of the instructional staff who shall complete the requirements for a higher degree and who shall be able to produce evidence of such completion shall be advanced to his corresponding rank on the existing teachers' salary guide at the degree salary indicated. It is the intent of this policy to recognize at mid-year the degree status of members of the instructional staff. Therefore, any member of the instructional staff who has been awarded a higher degree on or before January 31 of a given year will be adjusted to his or her proper position on the scale which corresponds to the higher degree, salary payments to become effective February 1st of said year.

ARTICLE X

PAYMENT OF BEDSIDE OR TUTORING INSTRUCTORS

- A. Teachers appointed by the Board of Education to provide tutorial service shall be compensated at the rate of eight (\$8.00) per hour.
- B. This rate may only be exceeded when specialized service is required. The Board of Education will set such rates individually.
- C. Teachers appointed by the Board of Education to provide Supplemental Instruction shall be compensated at the rate of \$8.00 per hour. Supplemental teachers shall not be eligible for any fringe benefits except that provided under Article X Part C & D of the

- C. Eatontown Board of Education and Eatontown Teachers Association Contract Agreement 1978-through-1981.
- D. When a Supplemental teacher is not notified prior to reporting for duty that assigned student or students are absent, the employee shall be compensated for one hour of instruction.

ARTICLE XI
TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of tentative changes in class and/or subject assignments or building assignments for the forthcoming year by June 1st when possible. Should a change be required after this date, written notice will be sent to the teacher at his home or file address by certified mail. The teacher so affected shall be given the opportunity to discuss the assignment with the building principal. The teacher so affected can further discuss the matter with the Superintendent.
- B. Teachers who use their automobile for authorized inter-school travel shall be reimbursed at the rate of \$.13 (thirteen cents) per mile. Such mileage shall not be reimbursable for travel to or from home.
- C. Positions that are advertised outside the Eatontown School System shall also be posted in each school of the system at the same time.

ARTICLE XII
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. On or about May 1st, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. Teachers who desire a change in grades and/or subject assignment may file a written statement of such desire with the Superintendent through the Building Principal stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the administration.

ARTICLE XIII
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to the teacher affected in writing, in person or by certified mail to the individual teacher's

home or file address when determined by the Board of Education. The teacher so affected may request and be granted a conference with the Superintendent of Schools or his designee concerning such change. This provision is not intended to limit the flexibility of the administration.

ARTICLE XIV

PROMOTIONS

- A. A notice of a vacancy in administrative positions to be filled shall be sent to each school for posting at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such administrative vacancy becomes available in a summer recess period when schools are closed.
- B. Teachers who desire to apply for any such vacancies above shall submit their applications in writing to the Superintendent. When a vacancy described in notice is filled, the Superintendent may destroy all applications for said position.
- C. The Board agrees to give consideration to the professional background and attainment of all applicants.
- D. Appropriately certificated teachers who desire to apply for an administrative position which may be filled during summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which applying, and an address where they can be reached during the summer. The Superintendent shall attempt to notify such teachers by mail of any vacancy in a position for which they applied.

ARTICLE XV

TEACHERS SICK LEAVE AND ABSENCES

- A. Personal Illness
 - 1. Teachers employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for ten (10) days in any school year in accordance with Chapter 188, P.L. 1954.
 - 2. Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in his immediate household.

3. If any teacher shall be absent for five or more consecutive days, he will be required to visit the school physician or own physician for the purpose of physical certification before returning to duty. Said certification may be required after any absence upon the request of the Superintendent of Schools.
4. If any teacher shall utilize, in any school year, less than the ten days provided above, the remaining days shall be accumulative for additional sick leave with full pay in subsequent years beginning September 1, 1955.

B. Death in the Family

Five (5) days absence in one school year are allowed for death in the immediate family. Immediate family defined as: parent, child, spouse, brother, sister, mother-in-law, father-in-law, teacher's or spouse's grandparents. This leave is non-cumulative.

C. Illness in the Family

Three (3) days absence in one school year are allowed for illness in the immediate family defined in paragraph B. This leave is non-cumulative.

D. Personal Business

1. Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in paragraph B. This leave is non-cumulative.
2. All requests must be in writing and approved by the building principal five (5) days prior to the day or days of absence. Personal Business shall not be taken the day before or after a school holiday or recess. The requirement for five (5) day notice for personal business leave in the case of an emergency or of death of people other than those in the immediate family may be waived by the Building Principal on a case by case basis.

E. Professional Leave

1. School and professional business leave will be submitted through the Building Principal and as authorized by the Superintendent.
2. Up to three (3) days professional leave per year will be granted to the Association President or his designee for the purpose of conducting association business.

F. Unauthorized Leave

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

G. Exhaustion of Authorized Leave

The Board of Education, on the recommendation of the Superintendent of Schools and Building Principals, may grant extended leave under the following circumstances:

1. Wherever extended leave is granted, the teacher's pay will be reduced by the cost to the Board of Education of the employment of a substitute or other teacher to fulfill his responsibilities.
2. Leave for personal business as provided for in Article XV D.1. shall not be extended for any reason.
3. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools and the building principal, but shall be limited so that no more than five (5) days of extended leave shall be extended to a non-tenured teacher and no more than ten (10) days to a tenured teacher, subject of course, to the reduction of the cost for a substitute or replacement.
4. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article XV F.
5. Whenever the Board of Education shall in the exercise of its discretion grant extended leave to a teacher, his pay shall be reduced from his regular pay schedule as provided herein for the expense of a substitute or other replacement teacher and the cost of his absence. In those cases where unauthorized leave is taken or extended leave is taken without pay, the Board of Education shall have deducted 1/200th of his annual salary for each day of unauthorized extended leave.

H. Category of Leave

The Building Principal should determine and approve the category for leave in each case. If there is a conflict the matter will be brought to the attention of the Superintendent and finally to the Board.

I. Leave of Absence

1. A teacher applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above, shall do so in writing to the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.

2. The Board agrees that one (1) teacher at a time designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

ARTICLE XVI

SABBATICAL LEAVES

The Board agrees to grant up to one (1) Sabbatical Leave each year in accordance with the following:

1. The approval of a Sabbatical Leave is the sole prerogative of the Board.
2. The applicant must have seven (7) years of teaching experience in the Eatontown School District.
3. The Sabbatical must be for an approved graduate program and/or recipients of approved Scholarships or Fellowships.
4. A teacher granted a Sabbatical leave will receive one-half of his/her salary for the period of time a leave is granted.
5. The Sabbatical leave pay shall be based on the salary step the teacher would have earned had he remained on active duty. Those regular deductions as required by law will be withheld from this compensation.
6. Upon his return from Sabbatical leave a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during this period.
7. Requests for Sabbatical leave must be received in writing by the Superintendent no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who receives notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (10) days of the notification of the award.

ARTICLE XVII

SUBSTITUTES

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the designated answering service as soon as

possible, and in any event no later than 7:00 A.M. prior to the opening of the school day, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

- B. Substitutes shall be provided for those teachers of special subjects such as art, music, physical education when possible.

ARTICLE XVIII

MEDICAL INSURANCE PROTECTION

- A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement. The Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the full twelve month period for the following insurance at regular rate. New Jersey Health Benefits Program (Blue Cross/Blue Shield) Rider J and Major Medical Insurance.
- B. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at Eatontown Schools unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered above.
- C. The Board reserves the right to select any carrier providing benefits are satisfactory to the Teachers' Association.
- D. The Board shall provide a dental plan for individual employees only in the 1979-1980 school year. The total cost of the coverage to the Board shall not exceed fifteen thousand dollars (\$15,000) in the 1979-1980 school year. The company and type of plan selected shall be mutually agreeable to each party of this agreement. The dental plan for subsequent years, if continued, will be negotiable between the parties of this agreement.

ARTICLE XIX

TEACHER COURSES - REIMBURSEMENT

- A. At no time shall the Board contribution exceed (\$600.00) or the cost of six graduate credits, whichever is the lesser amount, per participant per year for tenure teachers.
- B. At no time shall the Board's contribution exceed three hundred dollars (\$300.00) or the cost of three graduate credits, whichever is the lesser amount per participant per year for non-tenured teachers. Prior approval of the Eatontown Board of Education is required for each course.

- C. Reimbursement is provided for fully certified teachers taking courses that directly improve the instruction that the teacher provides in his present teaching position or as part of an accredited graduate program. Fully certified shall mean holding a permanent or regular certificate in the field in which the teacher is teaching.
- D. Teachers desiring reimbursement must present a course description, bursar's receipt and grade report as supportive documentation for the course(s) taken to the Building Principal by June 30. Building Principals will present all requests for reimbursement to the Superintendent by July 1.
- E. The only exception to these provisions shall be for courses or seminars authorized by the Board of Education and approved by the Superintendent of Schools.

ARTICLE XX

DEDUCTIONS

- A. Deductions from each teacher's salary shall be in accordance with New Jersey Statutes for the following:
 - 1. Monmouth County Teachers Federal Credit Union
 - 2. Tax Sheltered Annuity
 - 3. Washington National Insurance
 - 4. Pension and Annuity Funds and Loan Repayment
 - 5. Contributory Insurance
 - 6. Association Payroll Deduction
- B. The Board shall deduct from the salaries of its teachers dues for the Eatontown Teachers Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as such teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and its amendments and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Eatontown Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to and with time sufficient for the effectuation of such change.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. The Board of Education and the Association shall carry out all the commitments contained herein.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to current or future law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- D. Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.

ARTICLE XXII
SUMMER SCHOOL

All the provisions of this Agreement shall apply to teachers holding positions in the accredited summer school. Summer school salaries for the school year 1978-79 and 1979-80 shall be \$800.00 per summer session.

DURATION OF AGREEMENT

This Agreement between the Eatontown Board of Education and the Eatontown Teachers Association shall become effective on July 1, 1978 and shall be continued in effect until June 30, 1981.

All the following Articles relating to salaries and benefits shall be re-opened and re-negotiated for the 1980-81 school year.

Schedule A

Article XVIII

Article XIX

Article XXII

Eatontown Public Schools
Eatontown, N.J. 07724

SCHEDULE A
1978-79

<u>Year</u>	<u>B. S. Degree</u>	<u>M. A. Degree or Equivalent</u>	<u>Doctorate Degree or Equivalent</u>
1	\$ 9,800	\$10,700	\$11,600
2	10,300	11,200	12,100
3	11,000	11,900	12,800
4	11,700	12,600	13,500
5	12,400	13,300	14,200
6	13,100	14,000	14,900
7	13,800	14,700	15,600
8	14,500	15,400	16,300
9	15,200	16,100	17,000
10	15,800	16,700	17,600
11	16,500	17,400	18,300
12	17,200	18,100	19,000
13	17,900	18,800	19,700
14	18,500	19,400	20,300
15	19,100	20,000	20,900
16	19,500	20,400	21,300
20	19,800	20,700	21,600

Step 20 is based on a minimum of 13 years experience in Eatontown

Adopted: February 8, 1978

Effective: July 1, 1978

SCHEDULE A

1979-80

<u>Year</u>	<u>B. S. Degree</u>	<u>M. A. Degree or Equivalent</u>	<u>Doctorate Degree or Equivalent</u>
1	\$ 9,800	\$10,800	\$11,800
2	10,420	11,420	12,420
3	11,120	12,120	13,120
4	11,820	12,820	13,820
5	12,620	13,620	14,620
6	13,420	14,420	15,420
7	14,220	15,220	16,220
8	15,020	16,020	17,020
9	15,820	16,820	17,820
10	16,620	17,620	18,620
11	17,420	18,420	19,420
12	18,120	19,120	20,120
13	18,820	19,820	20,820
14	19,520	20,520	21,520
15	20,020	21,020	22,020
16	20,520	21,520	22,520
20	20,920	21,920	22,920
25	21,220	22,220	23,220

Steps 20 and 25 are based on a minimum of 13 years experience in Eatontown

Adopted: February 8, 1978

Effective: July 1, 1979

EATONTOWN PUBLIC SCHOOLS

Eatontown, New Jersey

1978-79 School Calendar

Monday	September 4, 1978	Labor Day
Tuesday	September 5, 1978	Professional Day
Wednesday	September 6, 1978	Schools Open
Monday-Tuesday	October 2-3, 1978	Schools Closed-Rosh Hashanah
Monday	October 9, 1978	Schools Closed-Columbus Day
Wednesday	October 11, 1978	Schools Closed-Yom Kippur
Thursday-Friday	November 2-3, 1978	Schools Closed-NJEA
Tuesday	November 7, 1978	Schools Closed-Election Day
Thursday-Friday	November 23-24, 1978	Schools Closed-Thanksgiving
Friday	December 22, 1978	Schools close end of day-Winter Recess
Tuesday	January 2, 1979	Schools Reopen
Monday	January 15, 1979	Schools closed-Martin L. King's B. D.
Monday	February 12, 1979	Schools Closed-Lincoln's B. D.
Monday	February 19, 1979	Schools Closed-Washington's B. D.
Thursday	April 12, 1979	Schools close end of day-Spring Recess
Tuesday	April 17, 1979	Schools Reopen
Monday	May 28, 1979	Schools closed-Memorial Day
Wednesday	June 20, 1979	Schools close end of day-Students
Thursday	June 21, 1979	Staff Meetings

September	- 18 days	February	- 18 days
October	- 18 days	March	- 22 days
November	- 17 days	April	- 19 days
December	- 16 days	May	- 22 days
January	- 21 days	June	- 14 days

Total for Students = 185

Total for Staff = 187

This calendar is designed to meet the requirements of Chapter 58 of Title 18:A of the NJ Statutes Annotated. If additional days are required because of emergency school closings, they will be added consecutively at the end of the school year. However, schools will close one day earlier than scheduled in June for each day not used for emergency closings until the required number of days (180) is fulfilled.

ADOPTED: June 5, 1978

SCHEDULE C
CO-CURRICULAR COMPENSATION

Eatontown Public Schools
Eatontown, N.J. 07724

	<u>78-79</u>	<u>79-80</u>	<u>80-81</u>
1. Varsity Soccer	\$575.00	\$600.00	\$625.00
2. Boys Varsity Basketball	575.00	600.00	625.00
3. Girls Varsity Basketball	575.00	600.00	625.00
4. Boys Varsity Track	525.00	550.00	625.00
5. Girls Varsity Track	525.00	550.00	625.00
6. Cheerleading	475.00	500.00	525.00
7. Girls' Intramurals	11.00 per hr	11.00 per hr	11.00 per hr
8. Boys' Intramurals	11.00 per hr	11.00 per hr	11.00 per hr
9. Student Council Advisor	375.00	400.00	425.00
10. Any Other Board Recognized Co_Curricular Activities	375.00	400.00	425.00

Adopted: February 8, 1978

Effective: July 1, 1978

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the 26th day of June, 1978.

EATONTOWN TEACHERS ASSOCIATION

EATONTOWN BOARD OF EDUCATION

By John J. Collins
President

By Gerald J. Tarantolo
President

By Thomas J. ...
Secretary

By Raymond A. ...
Secretary

(seal)

(seal)