

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF THE

BOROUGH OF DEAL

AND

THE DEAL EDUCATION ASSOCIATION

JULY 1, 2020 THROUGH JUNE 30, 2023

TABLE OF CONTENTS

ARTICLE	PAGE
I. Recognition.....	3
II. Negotiating Committee and Procedure.....	4
III. Grievance Procedure.....	5
IV. Association and Teacher Rights and Privileges.....	7
V. Teacher Work Year.....	13
VI. Incentive Program.....	15
VII. Teacher Evaluation Procedures.....	17
VIII. Longevity Program.....	20
IX. Sick Leave and Leaves of Absence.....	21
X. Insurance Protection.....	24
XI. Miscellaneous.....	26
XII. Savings Clause.....	27
XIII. Salaries.....	27
XIV. Duration of Agreement.....	28
Schedule A.....	29-31
Schedule B & C.....	32

PREAMBLE

The New Jersey Employer-Employee Relations Act (Chapter 303, Laws of 1968) provides that a majority representation 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 Education 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 of items from the agreement which follows submitted for negotiation by the Association shall in no way constitute a precedent as to the negotiability of any such item.

The Board retains, subject to the limitations of this Agreement, all powers, rights and authority vested in it by all laws, rules and regulations, including the management and direction of all the operations and activities of the school district.

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 Education Association as follows:

ARTICLE I RECOGNITION

The Board of Education of the Borough of Deal (hereinafter the "Board") agrees to and hereby does recognize the Deal Education Association (hereinafter the "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/Administrative Principal

(hereinafter the “Superintendent”), substitute teachers, school business administrators, school board secretaries, custodians, custodial firemen, and all other employees. The negotiating unit shall consist of all fully certified classroom teachers, librarian, reading coordinator, music teacher, art teacher, school nurse, learning disability teacher, physical education teachers and part-time teachers. The negotiating unit shall also consist of all aides.

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 employment.

ARTICLE II NEGOTIATING COMMITTEE AND PROCEDURE

The parties agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 303, Public Law 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 November 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 in 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 Board shall also have the right to select other persons as consultants in addition to the Superintendent 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. The 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 prescribed by law. (The parties recognize that N.J.S.A. 18A:6-9 grants jurisdiction to the Commission 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 in which 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-tenured 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 One. An aggrieved person shall first discuss his grievance with the Superintendent with the objective of resolving the matter informally.

Step Two. If the aggrieved person is not satisfied with the disposition of his grievance at Step One, he/she or a member of the Association shall file a written grievance with the Superintendent 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 of the written grievance being submitted, a decision in writing shall be rendered by the Superintendent.

Step Three. If the Association and the aggrieved person are unable to reach a mutually satisfying solution to the grievance with the Superintendent, the aggrieved party and the Association may then file the grievance with the written decision of the Superintendent thereon with the Board within five (5) school days after receipt of the written decision rendered by the Superintendent. 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 persons. The Board or its designee shall serve a written decision on the Association representative not later than twenty (20) school days following such meeting.

Step Four.

Item (a). If the decision of the Board is not accepted by the Association, the Association may, within fifteen (15) 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.

Item (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 American Arbitration Association or the Public Employment Relations Commission to submit a panel of arbitrators from which the parties may make a selection in accordance with the rules of that agency.

Item (c). The arbitrator so selected shall confer with the representative 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 hearing, or, if oral

hearings have been waived, then from the date of the transmittal of 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 violates 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.

Item (d). The arbitrator's decision shall be binding on both parties.

Item (e). Any grievance which is filed or pending, under the provision 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.

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

D. Rights.

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, 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.

ARTICLE IV
ASSOCIATION AND TEACHER RIGHTS AND PRIVILEGES

A. Exclusive Rights. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association only as long as it is the exclusive representative and to no other organization.

B. Rights and Privileges. The Board hereby agrees that every certificated employee of the Board shall have the right freely to organize, join, and support the Association.

C. Presentation of Views. Any teacher or group of teachers shall have the right to meet with the Superintendent or his designee at a mutually convenient time to express their views and to make non-binding recommendations concerning any professional matter relating to the school district. The Superintendent shall in turn report to the Board any matter which, in his discretion, warrants the Board's attention.

D. Association Payroll Deductions. The Board agrees to deduct from the salaries of its teachers dues for the Association, Monmouth County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9 e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the New Jersey Education Association by the fifteenth (15th) day of each month following the monthly pay period in which deductions are made.

E. Agency Shop.

Section 1. If an employee 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 2. 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 equal to 85% of that amount.

Section 3. Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for that

current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and will promptly transmit the amount to be deducted to the Association.

Section 4. The Board will deduct the representation fee in equal installments, as early as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- Ten (10) days after receipt of the aforesaid list by employer; or
- Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff; in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Section 5. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 6. The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph A above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) after the employer received said notice.

Section 7. The Association agrees to indemnify and hold the Board harmless against any liability which may arrive by reason of any action taken by the Board in complying with the provisions of this article provided the Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability arising out of the implementation of this article. This indemnification shall include all legal costs.

F. Use of Building. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, with prior approval of the building Principal.

G. Use of Building (non school hours). The Association and its representatives shall have the right to use the school building at reasonable times during non-school hours for meetings, with prior approval of the building Principal.

H. Use of Equipment. The Association shall have the privilege to use school equipment on the site, including duplicating equipment and audiovisual equipment at reasonable times, when such equipment is not in use.

I. Use of Mailbox/Email. The Association shall have the right to distribute, through the use of employees' mailboxes and the District's email system, material dealing with the proper and legitimate business of the Association.

J. The Board shall provide to the Association access to all members and potential members of the negotiations units.

K. Access to Negotiations Unit Members

Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:

1. The Association shall have the right to meet with individual employees on the premises of the school during the work day (during lunch and other non-work breaks) to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
2. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.
3. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time shall not be less than 30 minutes.
4. Within ten (10) calendar days from the date of hire of any employee, the Board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. To the extent maintained by the District, it shall include: name, job title, worksite location, home

address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.

5. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, to the extent maintained by the District, the board shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board.

6. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.)

7. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

L. No Reprisals or Interference with unit members

1. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates, either verbally or in writing.
2. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

M. Dues deduction authorizations or withdrawals

1. The Association shall provide the Board with copies of written authorization forms signed by any and all unit employees who have indicated their desire to be a member of the Association and have a payroll deduction implemented for the

payment of dues in an amount stated on the form submitted. The Board shall not require any such employee to sign any additional forms or documents related to their desire to join, or decline to join, the Association or have their dues deducted from their salary.

2. The Board agrees to deduct from the salaries of its employees' dues for the Association and any affiliate organizations designated on the dues authorization form. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e). Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.

3. The Association named above shall certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues it shall give the Board written notice prior to the effective date of such change.

4. The Association shall indemnify and hold the Board harmless from and against any actions, damages, or the like, which may arise out of the Board's implementation of the foregoing/collection of dues and/or representation fees.

N. Definition

1. The Parties agree that the date of hire shall be defined as the first day of work in the then current district for any negotiations unit member. This shall include any new employee orientation day(s) required by the Board.

O. Enforcement

1. This article shall be exclusively enforceable through the parties' grievance procedure, which shall include binding arbitration.

ARTICLE V
TEACHER WORK YEAR

- A. The in-school work year for all teachers employed on a contractual year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The in-school work year shall consist of 180 student contact days and 183 work days. Teachers will work a maximum of 183 days in each school year while students will have a minimum of 180 school days a year.
- B. The school calendar shall be adopted by the Board on the recommendation of the Superintendent after the Superintendent shall have consulted with the Association.
1. The last three (3) days of the school year will be half days for students; two (2) of the three (3) will be half-day instructional and half-day in-service days for teachers, and the last day will be half day for students and teachers.
 2. Three (3) floating half days will be built into the calendar for the purpose of professional development in-service time.
 3. The first two (2) days of the school year, an aggregate of 3 hours shall be provided for classroom setup. Lunch time shall not be included in such setup time.
- C. The work day for all full-time teachers included in the negotiating unit and teachers with homeroom responsibilities shall begin five (5) minutes before the start of homeroom, shall include a 43 minute duty-free lunch, shall include a 43 minute prep period, and shall end five (5) minutes after the children are dismissed. The total work day shall not exceed seven (7) hours.
1. The workday for teachers working part of the day will begin ten (10) minutes before their scheduled period or duty and will terminate at the end of their last scheduled instructional period or duty.
 2. Attendance at meetings or training outside of hours contained in this contract shall be compensated at \$35 per hour for the 2020-2021 and 2021-2022 school years, and \$40 for the 2022-2023 school year.
 3. Bus Duty shall be compensated at \$45 per month.
- D. The Board and the Association recognize that a teacher's professional duties include the improvement of the quality of education in the school. To that end,

the Association agrees to make its membership available during the school year at reasonable times, during and after the pupil contact day, consistent with a teacher's responsibilities to the students, at no additional compensation, to:

1. Review and make advisory reports and recommendations to the Board through the Superintendent concerning the quality of the school's educational program, including curriculum, extra-curricular activities, and like matters;
2. Attend one (1) per month for a maximum of forty (40) minutes of such professional, faculty and other meetings as may be required by the Superintendent, except in the case of emergency.

Nothing herein shall interfere with the incentive program under Article VI.

E. The Board agrees to compensate teachers or aides for non-teaching assignments as per Schedule B attached hereto. The decision for determining the number of teachers or aides required for these non-teaching assignments shall rest with the Board.

F. Field Trips

1. All decisions concerning overnight field trips shall be made by the Superintendent, subject to the approval of the Board. In making such decisions, the Superintendent or his designee shall ask for and consider the recommendations of the Association, which recommendations will be non-binding, except for the procedure for selection of teachers set forth in paragraph 2 below.
2. Teachers for overnight field trips shall be selected as follows:
 - a. The Superintendent or his designee shall notify the Association of the dates of the trip and the number of teachers required at least forty-five (45) days in advance.
 - b. Within fifteen (15) days of such notice, the Association shall furnish the Superintendent or his designee with the list of volunteers required

under “a” above and, further, three (3) alternate volunteers shall be listed. Consideration will be given by the Association to submitting names on a rotating basis.

- c. The Superintendent shall select the teachers from the list furnished by the Association. If that list does not contain the required number of volunteers, the Superintendent may assign additional teachers. However, no teacher shall be involuntarily assigned who has assisted on an overnight field trip in the previous year.
 - d. Teachers assisting on overnight field trips shall cooperate with teachers of the subject related to the trip to be prepared for educational aspects of the trip.
 - e. In deciding which students shall participate on overnight field trips, the Board and the Superintendent shall consider the health and disciplinary problems of each student and restrict attendance or make whatever special provisions might be necessary for the safety of the group.
 - f. Teachers attending such trips shall receive a stipend of three hundred dollars (\$300) per day.
 - g. A minimum of two (2) teachers shall be assigned to all overnight field trips.
 - h. Members of the unit shall be reimbursed for use of their cars for school-related responsibilities at the state-mandated rate.
- G. Any teacher assigned to teach additional instructional period shall be compensated at their hourly rate, per diem being calculated based on 183 day work year, 7 hours per day.
Payment shall be made by monthly stipend.

ARTICLE VI INCENTIVE PROGRAM

- A. A. The Board will pay up to seven hundred fifty dollars (\$750) per credit as a tuition reimbursement taken at an accredited college for any undergraduate or graduate classes towards an advanced degree in the Education field (undergraduate courses must be pre-

approved by the Superintendent). The course shall be related to the employee's current or future job responsibilities.

1. The total cost to the Board is to be capped at fifteen thousand dollars (\$15,000) per school year, and shall be broken down into \$5,000 per college trimester (Summer, Fall, and Spring). Each candidate shall be eligible for reimbursement up to the cost of their course. In the event that the aggregate cost of courses in any given trimester exceeds the available amount of \$5,000, each candidate's reimbursement shall be reduced pro rata. If at the conclusion of the school year, the \$15,000 total amount has not been reached, each candidate who qualified for reimbursement during that school year shall be eligible for additional reimbursement. The remaining amount will be divided equally amongst the candidates up to the full amount of tuition cost, with the additional reimbursement coming from the remaining balance. In no event shall the total amount paid for tuition reimbursement exceed \$15,000. Further, any paraprofessional utilizing this incentive program shall be required to remain in the District for not less than one year following receipt of tuition reimbursement under this Article, failing which they shall be required to repay such reimbursement to the District.

B. Incentive Reimbursement. To receive tuition reimbursement, a teacher must do the following:

1. Submit course description to Superintendent to be approved.
2. The candidate will only be reimbursed upon proof of a grade of "B" or higher and upon presentation of the tuition bill.
3. Show proof of grade on transcript when completed.
4. Course must be completed before reimbursement is received.

C. Masters Degree.

1. Teachers may be placed on the Masters scale at mid-school year if they receive the Masters Degree at that time.
2. Notification of intention to achieve the Masters Degree must be submitted by September preceding the contract year.

D. Those teachers who are receiving twenty (\$20.00) dollars per credit for courses already taken on the graduate level are grandfathered as of June, 1996.

E. Tuition reimbursement under this Article shall not be subject to the grievance procedure.

**ARTICLE VII
TEACHER EVALUATION PROCEDURES**

A. Frequency of Observation.

1. Teachers shall be evaluated consistent with the applicable state statute and regulation (currently P.L. 2012 c. 26 and N.J.A.C. 6A:10).

B. Procedures.

1. All monitoring or observing of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher that is being observed. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited. Such methods may also not be offered in connection with a defense or rebuttal to an observation or evaluation. The first observation of the school year shall be announced to the teacher prior to taking place.
2. Upon completion of at least three (3) formal observations of non-tenured teachers, the Superintendent or his designee shall prepare an annual written performance report within ten (10) school days of the last observation made for such evaluation. The annual written performance report shall include, but not be limited to:
 - a. Performance areas of strength;
 - b. Performance areas needing improvement based upon the job description;
 - c. An individual professional improvement plan developed by the supervisor and the teaching staff member;
 - d. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member;
 - e. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatree within ten (10) working days after signing the report.
3. The annual summary conference with the Superintendent or his designee and the teaching staff member regarding the evaluation of his

observations shall be held before the written performance report is filed to provide the opportunity for confirmation of events, feedback and assistance. This conference shall be scheduled no later than five (5) school days after the written evaluation is prepared by the Superintendent or his designee.

4. Areas of the teacher's performance that are designated in the report as unfavorable shall be accompanied by specific suggestions, either in writing or in personal consultation, as to the remedial measures that the teacher should follow to improve his performance.
5. The teacher shall acknowledge that he has received and reviewed the evaluation report of the observation by affixing his signature to all copies, with the express understanding, however, that such signature in no way indicates agreement with the contents thereof. Each teacher shall have the right, within ten (10) school days to make written comments relating to the evaluation report, and those comments shall become part of the teacher's file.
6. The Superintendent or his designee has the prerogative of making informal observations and recommendations regarding the performance of any teacher at any time. However, if such informal observations or recommendations are to be part of any evaluation report or record on file, the teacher shall be notified accordingly.
7. A teacher shall have the prerogative of requesting consultation with the Superintendent or his designee regarding the teacher's performance at any time during the school year. The nature of such consultations shall in no way effect upon the performance of the teacher, nor shall they be part of any evaluation report or records on file.
8. All evaluations of non-tenured teachers continuously employed since the preceding September 30th shall in any event be completed no later than April 1st of the academic year. Written notices shall be given to non-tenured teachers by May 15th in accordance with the provisions of N.J.S.A. 18A:27-10. Non-tenured employees shall receive written notice of renewal, including their step and salary following the vote of the Board of Education.

C. Post Observation Conferences

1. Every post-observation conference if requested by the employee shall occur face to face between the certified supervisor conducting the evaluation and the employee who was evaluated.

D. Informal observations/walkthroughs

1. All employees shall have copies of any forms or checklists being used as part of informal observations prior to any informal observations being conducted.

E. Observers/Evaluators

1. No teacher member of the School Improvement Panel (ScIP), no other teaching staff member unless hired as a certified supervisor or administrator in the district, nor any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member.

F. Criticism

1. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public, except where public discussion is demanded pursuant to the employee's Rice rights.

G. Grievances.

1. The resolution of any disagreements evolving from alleged deviation from the evaluation procedure as adopted by the Board and as outlined in this Article shall follow the procedures for grievances as specified in Article III of this Agreement. It is specifically understood that the only matters which are grievable are questions of compliance with the procedural provisions relating to this Article. In no event shall an arbitrator have any jurisdiction whatsoever to hear or decide matters relating to any subjective aspects of the evaluation process: e.g. comments, opinions, ratings and conclusions by the Superintendent or his designee concerning the teacher's performance.

H. Personnel Records.

1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein, except letters of recommendation, which shall be sealed. A teacher shall be entitled to have a representative of the Association accompany him during such review. The Superintendent or his representative shall also be present at all such examination of files.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

**ARTICLE VIII
LONGEVITY PROGRAM**

- A. In order to provide an incentive for teachers who are on the last step of the salary guide and in order to provide for continuing improvement of the quality of teacher performance, the parties have established the following longevity program.
- B. In order to receive a longevity increment, a teacher shall receive two (2) favorable evaluations by the Superintendent or his designee.

1. Longevity: After achieving 20 years of public school service and 16 years of service in Deal School, the following one-time, non-accumulative payment of longevity is added to the full or prorated base salary in each school year, as follows:

2020-2021	\$5,500
2021-2022	\$5,500
2022-2023	\$5,500

2. All evaluations herein mentioned shall be in accordance with the procedures, standards and criteria specified in Article VII of this Agreement.

ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE

- A. Sick Leave. All employees shall be entitled to ten (10) sick leave days for injury or illness to themselves, a child, spouse, or parent each year. 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.
 3. The Board may request a doctor's certificate verifying the illness of a teacher if that illness takes place immediately before or after a school holiday and, if so requested, the teacher shall furnish the same within five (5) school days. Failure to furnish said certificate may result in denial of sick leave.
 4. In the event the Deal School shall close and discontinue operations, the Board shall compensate each teacher for accumulated unused sick leave days at a rate of seventy five (\$75.00) dollars per day for the sick leave days accumulated. However, if the teachers are absorbed by another district in a sending-receiving relationship pursuant to the provisions of N.J.S.A. 18A:28-6.1, the provision for payment of unused sick leave days as aforementioned shall be null and void.
 5. Upon retirement that has been approved by the Teachers Pension and Annuity Fund, the Board shall pay seventy five (\$75.00) dollars per day for all of the sick leave days accumulated.
- B. Paid Leave of Absence. In addition to sick leave under paragraph A, a teacher shall be entitled to the following temporary, non-accumulative 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 Superintendent 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). No personal day is to be taken on either the day before or the day after a school holiday, except in emergency or extenuating circumstances made known and established to the satisfaction of the Superintendent. No more than twenty (20%) percent of the teaching staff shall be eligible for a personal day on any given school day. Unused personal days shall accrue to the individual's personal sick leave day account.
 - a. Except for emergencies or extenuating circumstances as aforesaid, the applicant for such leave shall not be required to state the reason for taking such leave.
2. Up to five (5) school days for death of each of the following: teacher's spouse, child, step-children, in-laws, grandparents, grandchildren, parent, brother or sister or other member of the immediate family living in the teacher's household.
3. Up to one (1) additional day for bereavement for "any other death" not contained above and where the employee has exhausted his/her personal days, in the discretion of the Superintendent/Principal.
4. In the event of the serious illness of a teacher's spouse, parent or child, the Board may, at 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 paragraph C, increment credit shall be allowed as follows: If the total leave taken is not more than twenty-five (25%) percent of the school year, one hundred (100%) percent credit. If the total leave is more than twenty-five (25%) percent, but not more than fifty (50%) percent of the school year, fifty (50%) credit. If the total leave taken is more than fifty (50%) percent of the school year, no credit.
- D. All benefits to which a teacher was entitled at the time of the leave of absence is granted shall be restored upon his return.

E. Maternity and Child Care.

1. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A:30-6 et seq. and this Agreement.
2. The employee seeking such a leave of absence for reasons associated with maternity disability shall file a written request for such leave with the Superintendent at least sixty (60) days in advance of the anticipated date of birth of the child. Such request shall include the anticipated date of birth and the anticipated date on which said employee expects to return.
3. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume her duties.
4. A teacher on pregnancy leave shall be permitted to use twenty (20) paid sick days prior to due date and twenty (20) paid sick days after delivery, if the teacher has such sick days accrued and available. The period of absence may be extended, prior to or after delivery, upon the submission of a certificate from the employee's physician that the employee's health would be impaired if she were to work during such time. Paid sick time may be used during such additional medically certified absence, if available.
5. Employees returning from maternity disability leave shall be entitled to all benefits to which employees returning from other types of leaves would be entitled.
6. An employee seeking an unpaid leave of absence for reasons of childrearing shall file a written request for such leave with the Superintendent sixty (60) days in advance of the date on which said leave is to commence. The request shall specify therein the date on which said employee expects to return. The Board shall honor the leave dates as requested subject to the following conditions:

- a. In the case of an employee completing maternity disability leave, childrearing leave shall become effective immediately upon the termination of the disability period.
 - b. In the case of an employee requesting childrearing leave to care for a child, the leave shall become effective upon the date requested by the employee.
 - c. All unpaid child care leaves shall be scheduled to conclude at a time approved by the Board based upon the continuity of instruction.
7. Nothing herein shall be read to limit or supersede member's rights to take unpaid leave as provided in the New Jersey Family Leave Act and/or the federal Family Medical Leave Act.
 8. The teacher may take up to two (2) years unpaid leave of absence following the completion of family medical leave time. Upon return, the teacher will be placed back on the guide where they departed. The teacher will be granted the option of paying for medical benefits during the leave of absence.
 9. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, vacation eligibility, credits toward sabbatical eligibility, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- F. Sick Bank
1. The parties shall administer the sick leave bank in accordance with N.J.S.A. 18A:30-10.

ARTICLE X INSURANCE PROTECTION

- A. The Board shall provide family coverage for all full-time employees eligible therefore under the New Jersey Health Benefits program at current State

Law mandated costs. Full-time status is defined as any employee who works a minimum of thirty-two and one-half (32 ½) hours per week.

- B. Any and all certified part-time employees covered by this Agreement shall be entitled to single coverage benefits only. A part-time employee is defined as one who works a minimum of twenty-five (25) hours per week, shall be entitled to receive medical health insurance coverage.
- C. Grandfather Clause. All part-time employees (as defined above) who were hired before July 1, 1999 shall receive full family coverage.
- D. Employee contributions towards health insurance shall be made as follows:
 - a. Employees hired prior to July 1, 2014

2020-23 School Year	
Salary	Contribution
Below \$50,000	1.5% of salary (2.5% for family coverage)
\$50,000-\$60,000	13.5% of premium
\$60,000-\$70,000	14.5% of premium
\$70,000-\$80,000	16.5% of premium
\$80,000 and above	17.5% of premium

- b. Employees hired July 1, 2014 and after:
 - Teaching staff hired July 1, 2014 and after shall contribute 16.5% of the cost of premium for health insurance benefits.
 - c. Employees hired after July 1, 2017 shall contribute 16.5% of the cost of premium for health insurance benefits. Further, such employees shall receive single health benefits coverage only for the first two years of their employment.
 - d. Employees required to be enrolled in either the Educator’s Health Plan or Garden State Health Plan shall make contribution towards benefits in accordance with Chapter 44.

- e. Schedule C paraprofessionals shall contribute 1.5% of their salary towards health insurance benefits.

- E. During the term of this Agreement, the employee shall be provided without cost, a family dental benefit program. The coverage provided the employee shall be the same as that made available when dental benefits program initially began on July 1, 1982. Dental shall be capped at \$1,500 per year.

- F. There shall be a waiver of premium. Qualified staff who may elect such a payment must provide means of insurance from another source. They shall be reimbursed at a rate of 25% of the cost of the eligible insurance to which they are entitled. The Board shall put into place a Section 125 Plan to protect the insurance benefit of other employees from being taxed as ordinary income.

- G. In the event that the Affordable Care Act's Excise Tax (Cadillac Tax) is not repealed by the start of the 2019-20 school year, the Board and Association agree to meet and discuss all issues related to payment of the same.

ARTICLE XI MISCELLANEOUS

- A. All fully certified part-time employees covered by this Agreement shall be entitled to benefits which are pro-rated, with the following modifications:
 - 1. Any part-time employee who works one (1) or more full days each week, but less than five (5) days per week, on a regular basis shall receive a sick leave benefit pursuant to Article IX.
 - 2. Any part-time employee who regularly works less than a full day for five days per week shall receive a sick leave benefit equivalent to the total number of sick leave days provided to full-time employees pursuant to Article IX.

- B. Teachers shall be required to pay tuition for any of their children who attend the Deal School.

- C. A salary guide shall be mutually developed by the Board and the Association.
- D. A teacher shall be compensated for extra time worked beyond the teacher's contractual day, in accordance with existing practice. Prior written approval of the Superintendent or his designee granting compensatory time is required.

ARTICLE XII SAVINGS CLAUSE

- A. 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 other 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 XIII SALARIES

- A. Salaries for the contract period shall be determined according to Schedule A attached.
- B. Teachers employed on a ten (10) month basis shall be paid in two (2) equal semi-monthly installments, on the 15th and 30th, except for December, when only one (1) payment shall be made on the 15th. In June, the second installment shall be paid on the last day of school.
- C. Teachers may, at the beginning of the school year, request a ten (10%) percent minimum deduction from their salaries for payment to the First Financial Federal Credit Union for the duration of the school year.

- D. When a payday falls on or during a school holiday, vacation, or a weekend, teachers shall receive their paychecks on the last previous working day, with the exceptions noted in paragraph B of this Article.
- E. Credit for previous experience. New employees shall be credited for all teaching experience should they be hired in their field of expertise. No new hire, however, will be hired at a step higher on the guide than his or her teaching experience level. In the case of the school nurse, such staff may be placed on the salary guide up to step 10, in the discretion of the Superintendent and Board.
- F. The Board reserves the right to withhold increments upon recommendation of the Superintendent and as provided by N.J.S.A. 18A:29-14.
- G. Equivalency credits will not be recognized as a substitute for a degree.
- H. The Board agrees to compensate teachers for bedside instruction at the rate of eighty (\$80.00) dollars per hour.

**ARTICLE XIV
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2020
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers on this _____ day of _____, 2020

DEAL EDUCATION ASSOCIATION DEAL BOARD OF EDUCATION

BY: _____ BY: _____

BY: _____ BY: _____

BY: _____ BY: _____

YEAR 1
2020-21

Salary Guide Step	BA	MA	MA+15	MA+30
1	51,750	55,000	58,250	61,500
2	52,250	55,500	58,750	62,000
3	52,750	56,000	59,250	62,500
4	53,250	56,500	59,750	63,000
5	54,000	57,250	60,500	63,750
6	55,750	59,000	62,250	65,500
7	57,750	61,000	64,250	67,500
8	59,750	63,000	66,250	69,500
9	61,950	65,200	68,450	71,700
10-11	64,150	67,400	70,650	73,900
12	66,450	69,700	72,950	76,200
13	68,950	72,200	75,450	78,700
14	71,550	74,800	78,050	81,300
15	74,650	77,900	81,150	84,400
16	78,150	81,400	84,650	87,900
17	82,150	85,400	88,650	91,900

YEAR 2
2021-22

Salary Guide				
Step	BA	MA	MA+15	MA+30
1	52,600	55,850	59,100	62,350
2	53,100	56,350	59,600	62,850
3	53,600	56,850	60,100	63,350
4	54,100	57,350	60,600	63,850
5	54,850	58,100	61,350	64,600
6	56,350	59,600	62,850	66,100
7	58,350	61,600	64,850	68,100
8	60,350	63,600	66,850	70,100
9	62,550	65,800	69,050	72,300
10	64,750	68,000	71,250	74,500
11-12	67,050	70,300	73,550	76,800
13	69,550	72,800	76,050	79,300
14	72,250	75,500	78,750	82,000
15	75,350	78,600	81,850	85,100
16	78,850	82,100	85,350	88,600
17	83,150	86,400	89,650	92,900

YEAR 3
2022-23

Salary Guide Step	BA	MA	MA+15	MA+30
1	53,025	56,275	59,525	62,775
2	53,525	56,775	60,025	63,275
3	54,025	57,275	60,525	63,775
4	54,525	57,775	61,025	64,275
5	55,275	58,525	61,775	65,025
6	56,775	60,025	63,275	66,525
7	58,575	61,825	65,075	68,325
8	60,575	63,825	67,075	70,325
9	62,775	66,025	69,275	72,525
10	64,975	68,225	71,475	74,725
11	67,275	70,525	73,775	77,025
12-13	69,775	73,025	76,275	79,525
14	72,500	75,750	79,000	82,250
15	75,600	78,850	82,100	85,350
16	79,300	82,550	85,800	89,050
17	84,150	87,400	90,650	93,900

SCHEDULE B - EXTRA CURRICULAR STIPENDS

Activity	2020-2021	2021-2022	2022-2023
	2.50 %	2.50 %	2.50 %
	Year 1	Year 2	Year 3
Yearbook	2,192.14	2,246.94	2,303.11
Student Council	2,192.14	2,246.94	2,303.11
Variety Show (2)	2,192.14	2,246.94	2,303.11
Athletic Director	2,689.92	2,757.17	2,826.09
Basketball Coach	4,938.12	5,061.58	5,188.11
Volleyball Coaches (2)	2,192.14	2,246.94	2,303.11
Cheering Coach	4,231.61	4,337.40	4,445.84
Soccer Coach	2,476.42	2,538.33	2,601.79
Softball Coaches (2)	3,288.02	3,370.22	3,454.47
Bowling Coach	482.42	494.48	506.84
Track Coach	2,413.68	2,474.02	2,535.87
National Jr. Honor Soc.(2)	2,192.14	2,246.94	2,303.11

Green Team Coordinator: \$35/hour.

Coordinator of Special Projects: \$35/hour

DC Coordinator: \$2,000 (split between the coordinators)

Athletic Event Rate: \$40 per event. Doubleheaders are two events.

SCHEDULE C - PARAPROFESSIONAL SALARY GUIDE

2020-2021	2021-2022	2022-2023
24,362.82	25,580.97	26,860.01