

AGREEMENT

Between

BRADLEY BEACH BOARD OF EDUCATION

and

Bradley Beach Education Association

**2010-2011
2011-2012
2012-2013**

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PREAMBLE

This Agreement, entered into this 17th day of August 2010, by and between the BOARD OF EDUCATION OF THE BOROUGH OF BRADLEY BEACH, Bradley Beach, New Jersey, hereinafter called the "Board," and the BRADLEY BEACH EDUCATION ASSOCIATION, hereinafter called the "Association."

Article I – Recognition

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievance procedures and the terms and conditions of employment for all persons included in the units described below:

Certified Teachers
Certified Nurses
Certified Special Classroom Teachers
Certified Child Study Team

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

Article II – Negotiations Procedure for Successor Agreement

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Article III – Grievance Procedure

A. Definitions

(1) A grievance is a claim based upon an event or condition which adversely affects the welfare or working conditions of a teacher or group of teachers. A grievance may be either:

- a. a “binding arbitrable grievance” which is a claim based upon an alleged violation of the terms and conditions of this Agreement, or
- b. a “non-binding arbitrable grievance” which is any grievance other than a binding arbitrable grievance.

(2) An aggrieved person is the person or persons making the claim.

B. Purpose

Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. A grievance to be considered under the procedure must be initiated by the aggrieved person or persons within thirty (30) calendar days following its occurrence. However, in the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limit 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 possible.

D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

E. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been determined.

F. Any aggrieved person may be represented at all steps of the grievance procedure by himself or, at his option by a representative selected or approved by the Association.

G. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.

H. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

I. No reprisals of any kind shall be taken against any member of the unit solely because he or she has filed a grievance in an attempt to enforce any provisions of this Agreement.

J. 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.

K. 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.

L. Procedure

(1) Any teacher who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.

(2) If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, he, no later than seven (7) school days following the discussion shall set forth his grievance in writing to the Superintendent specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) his dissatisfaction with decisions previously rendered.

The Superintendent shall communicate his decision to the teacher in writing within seven (7) school days or receipt of the written grievance.

(3) If the grievance is not resolved to the teacher's satisfaction, he, no later than seven (7) school days after receipt of the Superintendent's decision, may request a

review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board. The thirty (30) day extension shall not be unreasonably denied by the Association.

(4) Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may, by a written dated notice to the Board, not later than ten (10) school days following the rendering of the Board's decision refer the grievance to binding arbitration, if said grievance is embraced within the definition of A.(1)(a), or in the alternative, to non-binding arbitration if the grievance is embraced within the definition of A.(1)(b) of this Article.

Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the New Jersey Public Employment Relations Commission (PERC) to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the Public Employment Relations Commission.

The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of transmittal of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without authority to make any decision:

- (a) contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law or rules or regulations having the force and effect of law.
- (b) limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

The arbitrator's fee shall be shared equally by the parties to the dispute.

The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of.

The Association shall have the right to grieve in the same manner as an individual whenever its complaint is based upon a wrong suffered by the members of the unit as a whole.

Article IV – School Calendar and Length of School Year

Prior to March 1 of each school year, the Association representatives may make recommendations to the Superintendent concerning the school calendar. Final determination of the school calendar and the length of the school year shall rest with the Board.

The length of the school year shall be 187 days which includes two (2) emergency closing days. The total number of days that teachers are required to be present is 185. If two (2) emergency closing days are not used, they will be deducted from the calendar at the end of the school year.

Article V – Non – Teaching Duties

A. The Board and the Association agree as follows:

- (1) Supervision of playground and general supervision will be provided by teachers.

Article VI – Sick Leave

As of September 1st of each school year, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

At the commencement of each school year, there shall be added to the unused sick leave accumulation of each teacher, a number of additional sick leave allowance days which were earned during the immediately prior school year, based on the following:

The sum of unused personal days and family illness days shall be the actual number of earned additional sick leave allowance days. However, the total number of unused sick, personal, and family illness days carried over shall not exceed fifteen (15) in any one year.

Article VII – Temporary Leaves of Absence

A. As of the beginning of the school year, teachers shall be entitled to the following temporary, non accumulative leaves of absence, with full pay each school year:

1. Four (4) days leave of absence for personal reasons such as but not limited to legal, observance of religious holidays, business, household or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No personal leave shall be granted immediately prior to or subsequent to school holiday. The superintendent shall have sole discretion to approve personal leave before or after a school holiday because of an emergency or in extenuating circumstances.

2. Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend, or any court subpoena. This provision shall not apply to absences resulting from an employee's processing of his personal worker's compensation claim or the pursuit of legal action against the Board of Education or its employees. The latter absence shall be without pay.

3. Up to five (5) days total per school calendar year in the event of serious illness of a teacher's spouse, child, father, mother, parent-in-law, brother, sister, sister-or brother-in-law, grandparent, step-grandparent, step parent and step children of the family, or other related members of the immediate household. Teachers shall be granted five (5) bereavement days of a teacher's spouse, child, father, mother, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, or other related members of the family. In the event of death of a teacher or student in the Bradley Beach School District, the Superintendent or immediate superior or said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on the days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he may receive from the United States or the State Government. Leaves of absence for active duty for training shall not exceed ninety (90) days in the aggregate in any one year, as provided in Revised Statue 38A: 4-4. All claims arising under this paragraph shall be applied for, in writing, within thirty (30) days following the teacher's return from duty. The teacher shall be required to notify the Board of his intention to return to employment with the Board no later than thirty (30) days prior to his termination from duty with the United States or State government.

Article VIII – Extended Leaves of Absence

A. The Board agrees that up to one (1) tenure teacher designated by the Association shall, on request, be granted a leave of absence without pay or benefits for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates. This leave requires sixty (60) days notice or at the discretion of the Board of Education.

B. A leave of absence without pay or benefits of up to one (1) year shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. This leave requires sixty (60) days notice or at the discretion of the Board of Education.

C. Military leave without pay or benefits shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of such induction or initial enlistment, or any tenure teacher whose spouse is so inducted or who enlists to join him for the period of special training and preparations for duty overseas in combat zones. This leave requires sixty (60) days notice or at the discretion of the Board of Education.

D. A leave of absence without pay or benefits of up to one (1) year shall be granted to a tenure teacher for the purpose of caring for a sick member of the teacher's immediate family, spouse, children, parents, or any relatives provided any of the foregoing is a member of the teacher's immediate household. This leave requires sixty (60) days notice or at the discretion of the Board of Education.

E. Upon return from leave granted pursuant to paragraphs B or C of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on such leave shall not receive towards the fulfillment of the time for acquiring tenure. Teachers shall not count increment credit for time spent on a leave granted pursuant to Section D of this Article nor shall such time count toward fulfillment of the time requirement for acquiring tenure.

F. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, credits towards sabbatical eligibility, shall be restored to him upon his return, and the teacher will be assigned to an equivalent position consistent with his/her certification. All leaves under this Article or extensions or renewals of such leaves shall be applied for and granted in writing.

Article IX – Maternity Leave

A. Maternity Leave - General

1. No teacher shall be discriminated against in violation of law for reasons of pregnancy.

2. No practice involving the removal of a tenure or non-tenure teacher shall exist for reasons solely based on the fact of pregnancy or a specific number of months of pregnancy.

3. No tenured teacher shall be removed from her regular teaching duties during her pregnancy nor shall a non-tenure teacher be removed from her regular teaching duties during those months of her pregnancy which occur during a school year for which she has signed a contract for employment. However, a teacher, tenured or non-tenured, who is pregnant may be removed from her teaching duties for any one of the following bases:

(a) Performance

Where performance has substantially declined from that which existed immediately prior to her pregnancy.

(b) Physical Capacity

Where her physical condition or capacity is such that her health would be impaired if she were to continue her teaching duties. The physical incapacity of the teacher shall be deemed to exist only if:

(1) The pregnant teacher failed to produce a certificate from her physician that she is medically able to continue her teaching, or

(2) The Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or

(3) In cases of differences of medical opinion, an expert physician chosen with the approval of all parties shall examine the teacher and render a medical opinion regarding the capacity of the teacher.

(c) Just Cause

Just cause for any reasons of "just cause" as provided in N.J.S.A. 18A.

4. The Board of Education need not grant or extend the leave of absence of a non-tenured teacher beyond the end of the school year in which that leave is obtained, nor shall the provision of this section be construed to require the Board of Education to grant salary increment credit for the time involved in a pregnancy leave, nor to require that pregnancy leave time be counted toward the fulfillment of the time recognition for acquiring tenure; however, all benefits other than salary and tenure credit to which teachers are entitled upon return of any extended leave of absence shall be granted to a teacher returning from pregnancy leave of absence.

5. No tenure or non-tenure teacher shall be barred from returning to work after birth of her child solely on the ground that there has not lapsed a sufficient period of time between the birth and the desired date of return. Nothing contained in this Section shall be construed to preclude the Board from requiring a teacher to provide a certificate from her physician establishing physical capacity in agreement with the Board of Education's physician.

B. Maternity Leaves Terminating Within School Year

Any tenured or non-tenured teacher seeking a leave of absence for pregnancy and wishing to return within the same school year shall apply for said leave at a time prior to giving birth. At the time of such application, the teacher shall specify, in writing, the date on which the leave is to commence and the month during which she wishes to return to work after giving birth. Such leave request shall be granted by the Board. Following such approval and prior to the date of the commencement of the granted leave, the date of return may be further extended or reduced within the school year in which the leave is commenced. Such extension or reduction shall be allowed at the discretion of the Board provided such leave or reduction does not substantially interfere with the administration of the school.

C. Leaves Terminating Subsequent to the School Year

Any tenured teacher seeking a leave of absence for pregnancy and wishing to return to employment subsequent to the school year in which the leave commences, shall apply at any time prior to giving birth, and at the time of such application, the teacher shall specify the date on which she wishes to commence leave and the fact that she wishes certain leave to extended beyond the school year. This leave request shall be granted by the Board and the teacher may return to employment at the beginning of any of the three (3) years following the school year in which her leave commences. The Board may require that said teacher return only at the beginning of the school year and that such return be preceded by notice at least four (4) months prior to the September return. The term of such leave may be temporarily reduced to allow the teacher to return to employment during the school year in which said leave commenced, provided that application for the same is made and approved by the Board prior to giving birth, and provided that such return does not substantially interfere with the administration of the

school. Board of Education refusal in this case would not preclude the possibility of this teacher then applying to return during any school year subsequent to the one in which her leave commences, but in accordance with time limits as previously describe in this Section.

Article X – Educational Leave

A. Full Time teachers shall be eligible to apply for educational leave after completion of seven (7) consecutive full school years of employment in the Bradley Beach School District.

B. An educational leave may be granted for the pursuit of any graduate degree if that degree and proposed graduate course of study is approved by the Board of Education. The requirement for an educational leave will be fifteen (15) graduate credits per semester and a grade average of (B) or better.

C. The Superintendent may recommend for Board approval not more than one of the eligible teachers for educational leave each year.

D. Requests for educational leave must be submitted to the Superintendent in writing in such form as may be required 3 months prior to the inception of the leave. A plan of study is to be submitted with the application.

E. The term of the educational leave shall be for one (1) full academic year or (1) half academic year and shall coincide with the regular school year.

F. Teachers awarded a full year educational leave shall be compensated at the rate of one-half (1/2) their annual salary. Teachers awarded a half year education leave shall be compensated at their full salary.

G. All awards under the “Educational Leave Program” are contingent upon the professional staff member’s written agreement to return to employment with the Bradley Beach School District for at least two (2) full school years immediately following completion of the educational leave.

H. Upon return from the educational 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 school system during the period of his absence.

I. Any changes in study plans must receive prior written approval of the Superintendent.

J. The professional staff member on the educational leave shall be required to file written reports with the Superintendent of Schools every ninety (90) days.

Article XI – Professional Development and Educational Improvement

A. Represented employees working a contractual basis of no less than half-time on or before February 1, shall be eligible to receive reimbursement to defray the costs of approved college course credits as selected by the teacher. Said reimbursement shall not exceed Three Hundred Dollars (\$300.00) per credit. Courses must be approved by the Superintendent before the course is taken. Proof of successful completion of the course shall be submitted to the Superintendent before payment can be made. A semester is defined as fall, spring or summer terms. Reimbursement in any school year shall not exceed twelve (12) credits. A grade of (B) or better is required for reimbursement.

B. Professional Development

1. A \$400.00 per teacher allotment to be capped at 40 teachers which shall be used toward the 100 – hour professional program. This money shall be in addition to the above college course allotment and professional improvement plan currently sponsored by the Board. These courses or workshops should address the goals and objectives detailed within the Professional Improvement Plan (PIP) which is accomplished during a yearly conference conducted with each teacher and the appropriate member of the administration. The district will pay fees for required tests for highly qualified certification. Per teacher allocation for approved professional development will be \$400.00. The Superintendent must agree in advance to each of the above courses or workshops to be eligible for reimbursement. However, the Superintendent shall reasonably apply the above criteria within the decision making process when making his/her decision.

Article XII – Retirement

At the time of retirement from the Bradley Beach School system, the Board agrees to reimburse each retiree who has acquired twenty-five (25) or more years of service in the Bradley Beach School District, the sum of Eighty Dollars (\$80.00) per day for every day of unused accumulated sick leave. The maximum amount payable under this Article shall be limited, however, to Nine Thousand (\$9,000.00) Dollars.

Notice of retirement by any and all teachers shall be given no later than January 15th of each year. If notice is not given by that date, the unused accumulated sick leave shall not be paid until July 1 of the following school budget year.

Article XIII – Salaries

A. The salaries of all teachers covered by this Agreement are set forth in Schedules “A,” “B” and “C,” which are attached hereto and made a part hereof:

- B. 1. (a) Teachers employed on ten-month (10) basis shall be paid in twenty (20) equal semi-monthly installments.
- (b) Teachers also have the option to be paid in twenty-four (24) equal installments, provided that the option applies for the entire year once initiated.
- 2. The schedule of payments shall be on the 15th and 30th of each month.

C. Teachers shall receive their final checks on the last working day in June, after final check-out by the school Superintendent.

D. When a payday falls on or during a school holiday, vacation or weekend, an effort shall be made to pay teachers their paychecks on the last previous working day. This is subject to receipt from the bank.

E. Teachers who accompany students on the Washington trip shall be paid beyond their regular salary, One Hundred Dollars (\$100.00) for each of two nights, for a total of Two Hundred Dollars (\$200.00)

F. Effective July 1, 2007 anyone hired at a recognized level of experience shall be placed at the same step as someone in the District with the same years of credited experience. However, in areas requiring specialized certification (for example speech therapist, social worker, psychologist, and LDTC) the Superintendent may grant additional salary credit for work related experience. Said additional credit may not exceed placement on the salary guide above step 10.

G. Monies deducted from employees' paychecks from First Financial Federal Credit Union shall be deposited twice per month from each paycheck on the day before pay day.

Article XIV – Insurance Protection

- A. Medical Insurance Coverage
 - 1. The Board shall pay 100% premium for medical benefits coverage, including major medical coverage. The above coverage is for employee and family.
 - 2. Beginning the 1998-1999 school year, non-tenured staff members shall receive 100% coverage for employee only. The employee shall be provided the option to pay the difference for full family coverage at their own cost. Once an employee has achieved tenure, they will receive coverage, at the Board's expense, for employee and family. All employees

hired prior to the 1998-1999 school year shall be grandfathered from this employee only coverage.

3. Everyone hired after 6/30/04 will receive Point of Service coverage consistent with Paragraph A.2, above, rather than traditional indemnity medical insurance through the Board for the complete term of their employment. For the 2010-2011 school year employees hired prior to 6/30/04 will continue to receive the medical coverage they had in the 2009-2010 school year. Teachers hired after 6/30/2004 will receive Point of Service coverage consistent with Paragraph A. (2). Effective 7/1/2011 all teachers will receive Point of Service coverage consistent with Paragraph A. (2) with the option to pay the difference for another plan.
4. Effective July 1, 2010 employees who decline medical coverage will receive 25% of the cost of the benefit they are eligible for or \$5,000, whichever is lower.

B. The Board of Education shall provide full family dental and prescription coverage for its tenured employees and employee only dental and prescription coverage for non-tenured employees. The maximum amount of the board's contribution for the dental plan premium shall not exceed Two Thousand Dollars (\$2,000.00) per teacher per year. Any further changes in coverage shall be negotiated for a level of benefits equal to or better than the existing coverage.

C. The employee may elect whether he or she desires to have the health, dental and prescription coverage set out in this Article; provided such election is permitted by statutes, New Jersey Administrative Code and rules and regulations of the insurance carrier issuing the aforementioned coverage.

D. In the event an employee elects to forego the health, dental and prescription coverage, the employee shall so notify the employer in writing no later than September 15 of each year.

E. Should any new employee elect not to enroll for said coverage or any present employee elect to forego said coverage, then and in that event, re-enrollment in any of the insurance programs aforementioned shall be subject to the statutes, New Jersey Administrative Code and the rules and regulations of the insurance carriers in question.

Article XV-Teaching Hours and Teaching Load

Each teacher shall be guaranteed one prep period each full school day, pro-rated in the event of an abbreviated school day. The Board, through its Superintendent, will make every attempt to secure substitutes for absent teachers.

Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

No teacher shall be required to report for duty earlier than 8:35 a.m., with a student start time of 8:40 a.m., nor leave before 3:20 p.m. The student day shall end at 3:10 p.m., and no teacher shall leave before 3:20 p.m., except on days that faculty meetings are called. Faculty meetings shall commence at or before 3:15 p.m., but shall not be longer than forty-five (45) minutes in duration. All homeroom teachers will receive a forty minute duty-free lunch.

Teachers may be required to remain after the end of the regular workday four (4) days each month, or (1) day each week without additional compensation. This shall be for purpose of attending faculty or other professional meetings.

Article XVI – Board’s Rights

The Board of Education has and hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, including but not limited to:

- (a) the selection and hiring of any and all persons who are to be employed by the Board of Education. The retention or dismissal, promotion or demotion and transfer of any person so employed shall be within the discretion of the Board of Education.
- (b) managing and administering of the school system, its property and its facilities.
- (c) the establishing, continuing and changing of courses of study including special programs and the providing for an athletic program.
- (d) the deciding upon and implementing of means and methods of instruction, selection of textbooks and other teaching materials, and the use of all teaching aids.
- (e) the determining of class size and schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Article XVII – Discharge and Reduction in Rank

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or given any adverse evaluation of his professional services without just cause.

Article XVIII – Agency Fee

That all persons hired by the District on or after July 1, 2007 shall be required to pay an agency fee to the BBEA. That those current employees of the District who are not dues paying members of the BBEA are excluded from any requirement that they join the BBEA or pay an Eighty-Five percent (85%) Agency Fee.

Should any such excluded individual hereinafter join the BBEA, or pay an Agency Fee their exclusion from paying an Agency Fee shall be ended and they can no longer be excluded from the Agency Fee requirements.

Purpose of the Fee

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.

Amount of Fee/Notification

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 nonmembers will be determined by the Association in accordance with the law.

Deduction and Transmission of Fee/Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about October 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in this article the full amount of the yearly representation fee in equal installments beginning with the first paycheck in October.

Termination of Employment

If an employee who is required to pay a representative fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Mechanics

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

Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) or above and/ or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. The Board will also notify the Association of any change in status of an employee regarding leave of absence, return from leave, retirement, resignation, separation from employment, and death. No retro beyond the date of hire.

Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of an action taken by the Board in complying with the provisions of this Article provided that:

- (a) The Board gives the Association notice in writing of any claim, demand suit or other form of liability in regard to which it will seek to implement this paragraph.

Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

Article XIX – Miscellaneous Provisions

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is signed, and then it shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

C. Teachers shall be notified of their contract status for the ensuing year no later than the date required by statute, provided negotiations have been completed between the Association and the Board.

D. The Association and its representatives shall be able to use the school building at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all meetings.

E. The Board shall provide the Association with a copy of all revisions and additions to policy.

F. The Board shall provide the Association with an official set of minutes following their adoption.

G. The parties agree that on or before the first week in October, a representative of the Association shall meet with a Board-designated employee to compile a current roster of all employees covered under the contract including length of service within the District, total teaching experience, and individual salaries.

Article XX – Savings Clause

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

Article XXI – Evaluation Procedures

A. Frequency

Teachers shall be evaluated through classroom observations at least once a year. Observations shall consist of one full period or one full lesson. The first observation for non-tenure teachers shall occur on or before January 31 of each year. Teachers shall be informed in writing of general deficiencies prior to the completion of the summary evaluation.

Except in cases of emergency, more than one observation shall not occur on the same day, nor except in cases of emergency shall a second observation occur prior to an evaluation conference being held on the prior observation.

A committee will be established to provide teachers the opportunity for input into the evaluation procedures to be followed. The final determination concerning staff evaluation procedures will be made by the Superintendent.

A committee will be established to provide teachers the opportunity for input on the same day, nor except in cases of emergency shall a second observation occur prior to an evaluation conference being held on the prior observation.

However, if charges of inefficiency have been formally filed against a teacher, with the secretary of the Board, both parties have a great interest in having increased observation, so that both the teacher and the Board may be aware of that teacher's progress. Accordingly, in the event charges of inefficiency have been formally filed against a teacher with the secretary of the Board, observations and reports may be made no more than once a week, a week being defined as five consecutive school days. The observation is to be followed in each instance by a written report and by a conference between the teacher and his or her immediate supervisor in order to identify any deficiency, extend assistance for correction and improve instruction. Each observation which is the basis for an evaluation shall consist of at least one complete lesson or one full period.

B. Open Observation

All observation of the work performance of a teacher shall be conducted openly.

C. Evaluation Copies

Prior to preparing a written evaluation of a classroom observation, the

evaluator will meet with the teacher to discuss the lesson observed. The evaluator will prepare a written report of the observation and will share this report with the teacher prior to the conference to discuss the written report. The report shall not be submitted to the central office or be placed in the teacher's file prior to this conference. No teacher shall be required to sign a blank or incomplete evaluation form.

D. Evaluation Conferences

Evaluation conferences, whenever possible, shall occur within five school days after the observation.

E. Right to Representation

Since it is not the function of the observation and evaluation process to discipline a teacher, representation shall not be permitted.

F. Evaluation Reports

Each report shall be issued in the name of the person making the observation. A standardized form shall be developed by the Superintendent and a committee of teachers designated by the Association, so that all professional teachers are evaluated equally. The Superintendent shall have the final decision regarding the contents of the form. The form shall be used in all evaluation commencing September 1, 2001.

G. Personnel Records

A teacher shall have the right, upon request, to review the contents of his or her personnel file and, at his or her expense, to obtain a copy of any documents contained therein.

H. Separate Personnel File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish, exclusive of those hereinbefore mentioned, any separate personnel file which is not available for the teacher's inspection.

Article XXII – Longevity

For teachers employed previous to June 30, 2010 (those teachers who are included in the approved scattergram dated January 27, 2010) longevity payments will be based upon certified teaching experiences in both the Bradley Beach School District and other public school districts. For teachers employed after July 1, 2010, longevity payments will be based only upon certified teaching experiences in the Bradley Beach School District.

A. The longevity payment for each employee completing fifteen (15) or more years of teaching experience in the Bradley Beach School District will be \$200.00.

B. The longevity payment for each employee completing twenty (20) or more years of teaching experience in the Bradley Beach School District will be \$1,000.00.

C. The longevity payment for each employee completing twenty-five (25) or more years of teaching experience in the Bradley Beach School District will be \$1,500.00.

D. The longevity payment for each employee at the completion of thirty (30) or more of teaching experience in the Bradley Beach School District will be \$1,000.00.

E. Longevity payments will be cumulative and permanently added to the base salary and qualify for pension purposes.

F. It is understood and agreed that no teacher can qualify for this longevity adjustment more than once.

Article XXIII – Conferences

There will be established by the administration three (3) evening conferences, two (2) in the fall and one (1) in the spring, each lasting two (2) hours in duration. These conferences will commence no earlier than 6:00 p.m. and conclude no later than 9:00 p.m. A one half (1/2) day schedule for staff will be scheduled for each evening conference during the week the conferences are scheduled.

Article XXIV – Duration of Agreement

This Agreement shall be binding and effective as of the 1st day of July 2010, and continue in full force and effect until midnight June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon this 17th day of August, 2010.

BRADLEY BEACH BOARD OF
EDUCATION

Paul Charette 8/17/2010
President
David Tyle 8/17/2010
Secretary

BRADLEY BEACH EDUCATION
ASSOCIATION

Julia Gross Co-President
Donna Hamernick 8/18/10
President Co-Pres. 9-01-10
Lance Dondace 9-01-10
Secretary

Schedule "A" - Salary Guide 2010-2011

**2010-2011
Year 1** **Bradley
Beach**

Salary Guide Step	BA	BA+15	MA/BA+30	MA+15	MA+30
1	45,870	47,220	48,570	49,920	51,270
2	46,370	47,720	49,070	50,420	51,770
3-4	47,165	48,515	49,865	51,215	52,565
5-6	47,960	49,310	50,660	52,010	53,360
7-8	48,755	50,105	51,455	52,805	54,155
9	49,560	50,910	52,260	53,610	54,960
10	50,370	51,720	53,070	54,420	55,770
11	51,370	52,720	54,070	55,420	56,770
12	53,065	54,415	55,765	57,115	58,465
13	54,960	56,310	57,660	59,010	60,360
14	57,055	58,405	59,755	61,105	62,455
15	59,400	60,750	62,100	63,450	64,800
16	61,995	63,345	64,695	66,045	67,395
17	64,840	66,190	67,540	68,890	70,240
18	67,935	69,285	70,635	71,985	73,335
19	71,330	72,680	74,030	75,380	76,730
20	75,025	76,375	77,725	79,075	80,425
21	79,120	80,470	81,820	83,170	84,520

Longevity: 15 years = \$ 200
 20 years = \$1,000
 25 years = \$1,500
 30 years = \$1,000

Schedule "B" - Salary Guide 2011-2012

**2011-2012
Year 2** **Bradley
Beach**

Salary Guide Step	BA	BA+15	MA/BA+30	MA+15	MA+30
1	46,835	48,185	49,535	50,885	52,235
2	47,335	48,685	50,035	51,385	52,735
3	48,100	49,450	50,800	52,150	53,500
4-5	48,865	50,215	51,565	52,915	54,265
6-7	49,630	50,980	52,330	53,680	55,030
8-9	50,415	51,765	53,115	54,465	55,815
10	51,215	52,565	53,915	55,265	56,615
11	52,215	53,565	54,915	56,265	57,615
12	53,930	55,280	56,630	57,980	59,330
13	55,845	57,195	58,545	59,895	61,245
14	57,965	59,315	60,665	62,015	63,365
15	60,335	61,685	63,035	64,385	65,735
16	62,955	64,305	65,655	67,005	68,355
17	65,825	67,175	68,525	69,875	71,225
18	68,950	70,300	71,650	73,000	74,350
19	72,375	73,725	75,075	76,425	77,775
20	76,100	77,450	78,800	80,150	81,500
21	80,225	81,575	82,925	84,275	85,625

Longevity: 15 years = \$ 200
 20 years = \$1,000
 25 years = \$1,500
 30 years = \$1,000

Schedule "C" - Salary Guide 2012-2013

**2012-2013
Year 3 Bradley
 Beach**

Salary Guide Step	BA	BA+15	MA/BA+30	MA+15	MA+30
1	47,610	48,960	50,310	51,660	53,010
2	48,110	49,460	50,810	52,160	53,510
3	48,860	50,210	51,560	52,910	54,260
4	49,610	50,960	52,310	53,660	55,010
5-6	50,360	51,710	53,060	54,410	55,760
7-8	51,135	52,485	53,835	55,185	56,535
9-10	51,940	53,290	54,640	55,990	57,340
11	52,940	54,290	55,640	56,990	58,340
12	54,695	56,045	57,395	58,745	60,095
13	56,650	58,000	59,350	60,700	62,050
14	58,805	60,155	61,505	62,855	64,205
15	61,215	62,565	63,915	65,265	66,615
16	63,875	65,225	66,575	67,925	69,275
17	66,785	68,135	69,485	70,835	72,185
18	69,945	71,295	72,645	73,995	75,345
19	73,405	74,755	76,105	77,455	78,805
20	77,165	78,515	79,865	81,215	82,565
21	81,325	82,675	84,025	85,375	86,725

Longevity: 15 years = \$ 200
 20 years = \$1,000
 25 years = \$1,500
 30 years = \$1,000

Schedule "D" - Special Contracts

Hourly rates increase to \$40.00 per hour.

All co-curricular positions included in Schedule D shall be offered first to the certified staff members covered by this Agreement.

Employees holding the following positions shall be paid in accordance with the following:

	2010-2011		2011-2012		2012-2013
Boys Baseball	\$ 2,730		\$ 2,730		\$ 2,730
Girls Softball	\$ 2,730		\$ 2,730		\$ 2,730
Boys Basketball	\$ 2,730		\$ 2,730		\$ 2,730
Girls Basketball	\$ 2,730		\$ 2,730		\$ 2,730
Boys Soccer	\$ 2,730		\$ 2,730		\$ 2,730
Girls Soccer	\$ 2,730		\$ 2,730		\$ 2,730
Cheerleaders Advisor	\$ 2,730		\$ 2,730		\$ 2,730
Choral Director	\$ 2,430		\$ 2,430		\$ 2,430
Computer Club	\$ 2,101		\$ 2,101		\$ 2,101
Environmental Club	\$ 2,101		\$ 2,101		\$ 2,101
Safety Patrol Director	\$ 2,101		\$ 2,101		\$ 2,101
Student Government	\$ 2,101		\$ 2,101		\$ 2,101
Public Relations Officer/Newspaper/Career Day	\$ 2,101		\$ 2,101		\$ 2,101
Yearbook Advisor	\$ 2,101		\$ 2,101		\$ 2,101