

Contract no. 397

COPY

A G R E E M E N T

between the

BRIGANTINE PRINCIPALS' ASSOCIATION

and the

BRIGANTINE BOARD OF EDUCATION

July 1, 1989 through June 30, 1991

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I - RECOGNITION.....	4
ARTICLE II - NEGOTIATION PROCEDURE.....	5
ARTICLE III - GRIEVANCE PROCEDURE.....	7
ARTICLE IV - SALARIES AND BENEFITS.....	11
ARTICLE V - EMPLOYEE RIGHTS.....	12
ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES.....	14
ARTICLE VII - WORK YEAR AND WORK SCHEDULE.....	15
ARTICLE VIII - SICK LEAVE.....	16
ARTICLE IX - LEAVES OF ABSENCE.....	17
ARTICLE X - INSURANCE PROTECTION AND HEALTH BENEFITS.....	18
ARTICLE XI - DEDUCTIONS FROM SALARY.....	19
ARTICLE XII - BOARD'S RIGHTS.....	20
ARTICLE XIII - TUITION REIMBURSEMENT.....	21
ARTICLE XIV - MISCELLANEOUS PROVISIONS.....	22
ARTICLE XV - DURATION OF AGREEMENT.....	23
SALARY SCHEDULE A-1 - ADMINISTRATORS - 1989-1990.....	24
SALARY SCHEDULE A-2 - ADMINISTRATORS - 1990-1991.....	25

PREAMBLE

THIS AGREEMENT entered into this 20th day of November, 1989, by and between the BOARD OF EDUCATION OF THE CITY OF BRIGANTINE, County of Atlantic, and State of New Jersey, hereinafter called the "Board" and the BRIGANTINE PRINCIPALS' ASSOCIATION, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Brigantine Principals' Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of certificated personnel under contract to the Brigantine Board of Education:

Principals
Assistant Principals
Supervisors

Specifically excluded are the Superintendent, and all other employees of the Board not specifically enumerated above.

B. Terms

1. Wherever the terms "administrators", "employees" or "members of the bargaining unit" are used, they shall refer to all the personnel mentioned above.

2. Wherever the term "he" is used, it shall refer to both male and female employees.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee's employment. Such notification of negotiations shall be given not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

C. Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any disputes over this issue shall not be subject to the grievance procedure but should be processed through the appropriate forum.

D. Representative(s) of the Board and the Association's Negotiating Committee shall meet when necessary for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

E. In accordance with Chapter 123, Public Law, 1974, any proposed new rules or modifications of rules relating to an employee's terms and conditions of employment shall be negotiated with the Association.

F. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

G. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation. During the term of this Agreement, neither

party shall be required to negotiate with respect to any such matter covered by this Agreement.

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

I. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claim by an employee, a group of employees, or the Association that there has been a violation, misapplication or misinterpretation of this Agreement and shall be subject to binding arbitration.

2. A claim by an employee, a group of employees or the Association based upon the interpretation, violation or application of a Board rule, policy, or administrative decision, as these affect terms and conditions of employment, shall be subject to the grievance procedure, but shall be subject to advisory arbitration only.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement.

1. LEVEL ONE - Superintendent

An employee with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter informally. If the grievance cannot be resolved informally, the employee shall reduce such grievance to writing

A grievance to be considered under this procedure shall be initiated by the employee within twenty-five (25) calendar days of its occurrence. A decision shall be made within five (5) school days after presentation of the written grievance at this Level. If the Superintendent is without authority to resolve the grievance, the grievance shall be forwarded by the Superintendent to Level Two within twenty-four (24) hours of submission except in the event of the Superintendent's absence in which case the grievance shall be forwarded within forty-eight (48) hours of submission.

2. LEVEL TWO - Board of Education

A grievance may be filed with the Board of Education within five (5) school days after the Superintendent's decision. Upon request of the Association, the Board shall afford the grievant and the Association a hearing before the Board regarding said grievance. The Board of Education shall make a decision on the grievance within thirty (30) school days after receipt of the grievance.

Exclusions

- a. Appointment to, or lack of appointment, or lack of retention in any position for which tenure is not possible nor required.
- b. The lack of offer of contract to a non-tenured administrator.

3. LEVEL THREE - Arbitration

A grievance may be submitted to either binding or advisory arbitration (in accordance with paragraphs A and B above) within ten (10) school days after the Board of Education's decision.

D. Authority of the Arbitrator

1. If the grievant is dissatisfied with the decision of the Board of Education and the Association deems the grievance to be meritorious, the Association may request the appointment of an arbitrator by requesting the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the New Jersey Public Employment Relations Commission to submit a second list. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, the New

Jersey Public Employment Relations Commission may be requested by either party to designate an arbitrator.

2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.

3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract or modify the Agreement between the parties or any policy of the Board of Education.

4. The arbitrator shall set forth his findings of fact and conclusions of law upon which his decision is based.

5. The arbitrator shall be bound by decisions of the Commissioner of Education of New Jersey, decisions of the State Board of Education of New Jersey, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

E. Costs

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee 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. Such procedure concerning representation shall not apply at Level One.

G. Reprisals

No action of any kind shall be taken by the Board or by any member of the administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

H. Miscellaneous

1. All unsatisfactory decisions rendered to the aggrieved persons at Levels One, Two, and Three, shall be in writing, setting forth the decision and the reason or reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

2. All documents, communications, and record dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.

3. 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 procedure.

ARTICLE IV

SALARIES AND BENEFITS

A. The salaries of all members of the unit covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part hereof.

1. Present Board Policy will be continued whereby all administrators will be paid twice a month in equal installments July through June with the exception of December. The December pay will be made to personnel as in the past in one (1) installment on or about the fifteenth (15) of the month.

2. Present Board Policy will be continued whereby when a payday falls on a school holiday or weekend, checks will be distributed on the last school day prior to the holiday.

B. Memberships/Dues

1. The Board agrees to pay each administrator's annual dues to the National and New Jersey Principals and Supervisors Association.

2. The Board will pay for additional membership fees for professional organizations upon the approval of the Superintendent.

C. Principal's Convention

The Board agrees to pay the costs for each administrator to attend the annual national Principal's convention if he/she so desires to attend.

D. Additional Benefits

Any increase or improvement of benefits and privileges for personnel supervised by the administration shall also apply to all administrators.

ARTICLE V

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every member of the bargaining unit shall have the right to freely organize, join and support the Association and its affiliates, or refrain therefrom, for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. The Board agrees that it shall not discourage nor deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, and that it shall not discriminate against any member of the bargaining unit with respect to hours, wages or terms and conditions of employment, by reason of his membership or non-membership in the Association and its affiliates.

B. Personnel Records

1. An employee shall have the right, upon request, with reasonable notice, to review the contents of his personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him during such review. Review of the documents shall be done in the presence of the Superintendent or his designee.

2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall have a right to submit a rebuttal which shall be attached to any such material.

3. The Superintendent's personnel file shall be the official file.

C. Just Cause Provision

1. No administrator shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.

2. Whenever any administrator is required to appear before the Board, the superintendent, or any committee of the Board concerning any matter that could adversely affect the employment of that administrator, he shall be given

prior notice (which shall be in writing) of the reasons for such meeting or interview and may have representatives of the Association and/or an attorney present to advise him and to represent him during such meetings or interviews.

3. Any criticism by a superior or member of the Board of Education of an administrator shall be in confidence and not in the presence of other teachers, parents, students or at public gatherings

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information to Association

The Board shall make available to the Association for inspection, all financial records and data, and information in the public domain pertinent thereto of the Brigantine School District, upon request.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conference, or meetings, which relate to Association business with the Board or Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board or its representatives, and the Association.

C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings for lawful Association business between the hours of 7:30 a.m. and 9:30 p.m. on school days, provided that the space requested is not otherwise in use. The Superintendent shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, audio visual equipment and computers at reasonable times when such equipment is not otherwise in use. The Association shall provide its own supplies and shall be responsible for any damage sustained by such equipment during Association use.

ARTICLE VII

WORK YEAR AND WORK SCHEDULE

A. Work Year

1. The work year for administrators shall be from July 1 through June 30. The administrators' work schedule as of the first official day of school for the teaching staff through the last official day of school for the teaching staff, shall be the same as that worked by the teaching staff.

2. Administrators shall be entitled to the following holidays with pay:

Independence Day (or day of celebration)
Labor Day

If either holiday should fall on a Saturday or Sunday, each administrator shall receive one (1) compensatory day for each holiday either on the Monday following said holiday or the Friday preceeding the holiday.

B. Vacations

1. All twelve (12) month administrators shall be entitled to twenty (20) vacation days per year.

2. Effective July 1, 1990, up to ten (10) days of unused vacation leave may be carried forward and must be utilized prior to June 30 of the succeeding school year. An administrator shall be compensated at his per diem rate of pay for any unused days that were carried forward and not used by June 30 (maximum 10 days).

3. The amount of days allowed to be carried forward and/or compensated for may exceed ten (10) upon the recommendation of the Superintendent and approval by the Board.

4. It is agreed that for the 1989-1990 year only, administrators shall be paid for all unused vacation leave at his per diem rate of pay.

ARTICLE VIII

SICK LEAVE

A. Sick Leave

All administrators employed in the Brigantine Schools shall be entitled to eighteen (18) sick leave days each school year as of July 1, whether or not they report for duty on that day.

B. Accumulation

Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Transfer of Sick Leave

Those administrators who transfer into the Brigantine Schools with a certified accumulation of sick leave from a prior school district will be granted ten (10) sick leave days from their non-Brigantine accumulated time beginning on their fourth year (4th) contract year in Brigantine and an additional ten (10) accumulated sick leave days each year thereafter not to exceed fifty (50) transferred accumulated sick leave days.

F. Compensation for Unused Sick Leave

1. Upon retirement, the retiring administrator shall be compensated for his/her accumulated sick leave at rates that are 20% higher than the per diem and maximum rates afforded to the professional teaching staff.

2. To be eligible for such compensation, an employee must have at least fifteen (15) years of experience, including teaching (not required to be in Brigantine).

3. Notification of intent to retire must be given by June 30 of the calendar year prior to the year of retirement. If notification is not given, payment will not be made to the employee until the beginning of the fiscal year following the year of retirement.

4. The employee has the option of receiving such compensation upon retirement or deferring such payment until January 2, following the year of retirement.

ARTICLE IX

LEAVES OF ABSENCE

A. As of the beginning of each school/work year, administrators shall be entitled to the same temporary non-accumulative leaves of absence with full pay and extended leaves of absence without pay each year as provided in the Agreement with the Brigantine Education Association.:

ARTICLE X

INSURANCE PROTECTION AND HEALTH BENEFITS

Health Benefits shall be provided to administrators in the same manner as provided to the professional staff.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Brigantine Principals' Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations, as said employee 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. 9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Brigantine Principals' Association by the fifteenth (15th) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing notice of an employee's withdrawal shall be prior to December 1, and become effective to halt deductions as of January 1, next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from employee's salaries money for local, state, and/or national associations services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Brigantine Education Association. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XII

BOARD'S RIGHTS

A. The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to manage school operations, and to take whatever actions may be necessary to accomplish the missions of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE XIII

TUITION REIMBURSEMENT

A. Tuition Reimbursement

1. Tuition Reimbursement will be paid for graduate study in the fields of education, educational administration, business administration/management or related fields upon approval of the Superintendent up to three (3) courses per year.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board and Association Policy for the term of said Agreement and both parties shall carry out the commitments contained herein. All practices and benefits in effect prior to this Agreement shall continue in effect and shall not be reduced or eliminated.

B. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and a member of the unit hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment of the Board. The Board agrees to provide ten (10) extra copies of the printed Agreement to the Association.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:

1. If by the Association, to the Board at the Board's office to the Secretary.

2. If by the Board, to the Association President's school address, or home address during vacations.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1989, and shall continue in effect until June 30, 1991. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto this 20th day of November, 1989, thereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and the year first above written.

BRIGANTINE BOARD OF EDUCATION

BRIGANTINE PRINCIPALS' ASSOCIATION

By: [Signature]
President

By: [Signature]
President

ATTEST:
[Signature]
Secretary

ATTEST:
[Signature]
Secretary

SALARY SCHEDULE A-1

ADMINISTRATORS - 1989-1990

<u>NAME</u>	<u>BASE SALARY</u>
Donald A. Marrandino.....	\$63,340
Willia Raye.....	\$53,000
Myron Plotkin.....	\$47,700

In addition to above, the following longevity shall be paid to eligible administrators and included in their base salary:

Beginning the 21st year.....	4%
Beginning the 25th year.....	5.5%
Beginning the 30th year.....	7%

SALARY SCHEDULE A-2

ADMINISTRATORS - 1990-1991

1. Each administrator's salary shall be increased by 7% or the same average percentage rate as received by the professional teaching staff, whichever is greater.

2. In addition to above, the following longevity shall be paid to eligible administrators and included in their base salary:

Beginning the 21st year.....	4%
Beginning the 25th year.....	5.5%
Beginning the 30th year.....	7%

BRIGANTINE PRINCIPALS' ASSOCIATION
OFFICERS - 1989-1990

Donald A. Marrantino - President
Willia Raye - Vice-President
Myron Plotkin - Secretary

BRIGANTINE BOARD OF EDUCATION

Mr. Steven VanNote - President
Mrs. Carol Callowhill - Vice President
Dr. Robert Bray
Dr. Emerson Tracy
Mr. George Norris
Mrs. Ruth Hahnaman
Mr. Hance Jaquet
Mrs. Carol Bubeck - Secretary
Dr. Lawrence Winchell - Superintendent