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A G R E E M E N T

between the

**BRIGANTINE EDUCATION
ASSOCIATION**

and the

**BRIGANTINE
BOARD OF EDUCATION**

JULY 1, 1993 through June 30, 1996



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PREAMBLE

THIS AGREEMENT entered into this 27th day of January, 1994 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 EDUCATION 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 Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of regularly employed full and part-time certificated personnel under contract to the Brigantine Board of Education:

Classroom Teachers K-8	Remedial Reading Teachers
Vocal Music Teachers	Librarians
Instrumental Music Teachers	Art Teacher
Physical Education Teachers	Reading Teachers
Learning Disabilities Specialist	Social Worker
Nurses	Industrial Arts Teachers
Speech Therapist	Home Economics Teachers
Psychologist	Special School Teachers
Gifted/Talented Teachers	Guidance Counselors
ESL Teachers	Foreign Language Teachers

and the following non-certificated personnel:

Attendance Officer/Data Processor
Clerk/Typists
Secretaries
Instructional Aides
Custodial/Maintenance Personnel

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

B. Terms

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

2. Wherever the term "teacher" is used, it shall refer only to the certificated personnel mentioned above.

3. Wherever the term "supportive staff" is used, it shall refer only to the non-certificated personnel mentioned above.

4. 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 negotiations shall begin in accordance with the rules of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit and be subject to ratification by the Board and Association.

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 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. 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.

F. 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.

G. 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.

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

1 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.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3 LEVEL ONE

An employee with a grievance shall first discuss it with his principal or immediate supervisor with the objective of resolving the matter informally.

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 nine (9) school days after presentation of the grievance at this Level. If a principal or immediate supervisor is without authority to resolve the grievance, the grievance shall be forwarded by the principal/supervisor to Level Two within twenty-four (24) hours of submission except in the event of the principal or supervisor's absence in which case the grievance shall be forwarded within forty-eight (48) hours of submission.

LEVEL TWO

A grievance may be filed with the Superintendent within nine (9) school days after the decision is made at Level One. The Superintendent shall render a decision within nine (9) school days after receiving the written grievance.

LEVEL THREE

A grievance may be filed with the Board of Education within nine (9) 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 to 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-tenure teacher.

LEVEL FOUR

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 building representative, 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, Three and Four, 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 records 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.

4. Failure at any Level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved or the Association to forward the grievance to the next Level of this procedure

5. Any grievance not advanced from one Level to the next within the specified time limits shall be waived.

ARTICLE IV

EMPLOYMENT PROCEDURES

A. Notification of Contract and Salary

1. Teachers, Secretaries, Clerk/Typists, Custodians, Maintenance Personnel and Attendance Officers/Data Processors shall be notified of their contract and salary status for the ensuing year no later than April 30.

2. Board funded Instructional Aides shall be notified of their contract and salary status for the ensuing year no later than June 30.

3. State/Federally funded Instructional Aides shall be notified of their contract and salary status as soon as possible after the District's receipt of funding notification

B. Notification of Grade and Subject Assignment

Teachers shall be notified of their grade and subject assignment for the following year no later than May 20 of the preceding school year. In the event that a change is made after May 20, the teacher(s) affected shall be notified as soon as possible.

C. Black Seal License

The Board shall have the right to require all custodial/maintenance personnel hired after July 1, 1988, to have or obtain a Black Seal License. The Board agrees to pay the full cost of the course and course materials. Employees will have two (2) opportunities to pass the examination pursuant to a Board-established time table, effective July 1, 1988. If such course work occurs outside of an employee's regular work hours, such employee shall be paid their regular rate of pay for all time spent in the classroom

ARTICLE V SALARIES

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 teachers employed on a ten (10) month basis will be paid twice a month in equal installments September 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. All twelve (12) month employees will be paid twice a month in equal installments July through June with the exception of December.

3. Instructional Aides will be paid twice a month September through June with the first payday occurring on or before September 15.

4. 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.

5. The final pay in June will be made on the last working day of the month.

B. Home Instruction

Any teacher who voluntarily accepts an offer from the Board to provide home instruction for a student shall be compensated at the hourly rate of \$22.00 effective July 1, 1993, \$23.00 effective July 1, 1994, and \$24.00 effective July 1, 1995.

C. Procedure for Withholding Employment or Adjustment Increments

1. Employment or adjustment increment may be withheld for inefficiency or other just cause related to the performance of duties. Any employee so affected shall be guaranteed the due process provisions of 18A.29-14.

2. Any action by the Board to withhold a teacher's increment or any part thereof, shall be subject to appeal to advisory arbitration as set forth in this Agreement. The arbitrator shall have the authority to recommend the restoration of all or part of the increment withheld retroactively.

3. Any action by the Board to withhold a support staff employee's increment or any part thereof, shall be subject to the grievance procedure and binding arbitration as set forth in ARTICLE III of this Agreement

4. Any employment increment or adjustment increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole, or in part.

D. Summer School

Any teacher accepting a teaching position in Summer School shall be paid an hourly rate of \$22.00 effective July 1, 1993, \$23.00 effective July 1, 1994, and \$24.00 effective July 1, 1995

E. Summer Work

Any employee requested to work or perform additional duties outside of the employee's normal work year shall be compensated at an hourly rate of \$22.00 effective July 1, 1993, \$23.00 effective July 1, 1994, and \$24.00 effective July 1, 1995.

F. Detention Supervisor

Any teacher who serves as Detention Supervisor shall be compensated for all time worked at an hourly rate of \$22.00 effective July 1, 1993, \$23.00 effective July 1, 1994, and \$24.00 effective July 1, 1995. Pay for the Detention Supervisor shall be included in the employee's regular pay check (20% non-contributory) twice a month.

G. Substitute Calling

Any employee responsible for calling substitutes shall receive a stipend of \$2,104.00 for 1993-94, \$2209.00 for 1994-95 and \$2317.00 effective July 1, 1995. Such stipend shall not to be included in the employee's base salary, effective July 1, 1993. The employee shall work the normal work day except as specified by the Superintendent

H. Chaperones for Overnight and/or Extended Day Trips.

Any employee chaperoning any Board approved overnight trip or any Board approved trip that extends an employee's total work day by four (4) hours or more shall be compensated \$75.00 per day for each day of the overnight trip and for each day of an extended day trip by which an employee's total work day is extended by four (4) hours or more (excluding the Whale Watch trip)

**ARTICLE VI
TRANSFERS AND REASSIGNMENTS**

A. The Superintendent shall, as soon as possible, deliver to the Association and post a list of the known vacancies which shall occur. Notice and posting of vacancies shall be made between September 1 and June 30 of the school year.

B. Teachers who desire a change in grade and/or subject assignments shall file a written statement of such desire with the Superintendent. Such statements shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments shall be submitted within ten (10) days after notification of a vacancy. Such requests for transfers and reassignments shall be submitted no later than May 1 of the school year and shall be considered active until the first (1st) day of the following year. It is expressly understood that transfers and/or reassignments shall be at the sole discretion of the Board of Education.

C. If a vacancy shall be filled by means of involuntary transfer of an employee, then such employee shall be entitled to a conference with the Superintendent prior to the initiation of such transfer in order to discuss the reasons for such transfer.

**ARTICLE VII
EMPLOYEE EVALUATION**

A. Evaluation

1. It is mutually understood that evaluation is the measure of the overall performance of an employee, and formal observation is but one portion.

2 All employees shall be formally observed by their superiors as often as deemed necessary during each school year, to be followed by a written formal observation(s) report and by a conference between the employee and his immediate superior for the purpose of edifying any differences, extending assistance for their correction and improving instruction. All monitoring or formal observation(s) of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

3 An employee shall be given a copy of any formal observation(s) report prepared by his observer at least one (1) day before any conference to discuss it. Such conference shall be held within five (5) school days of the observation, except in cases of emergency. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employees. No employee shall be required to sign a blank or incomplete formal observation form.

4 Each non-tenure teacher shall receive at least one (1) formal observation prior to January 1 and two (2) others before April 1.

5 Each tenure teacher shall receive at least one (1) formal observation per school year.

6. Each Supportive Staff employee shall receive at least one (1) formal observation per school year.

7. If any written material from an employee's file is to be used in a disciplinary hearing against the employee, then a copy of such material shall first be provided to the employee concerned three (3) school days prior to the hearing or seven (7) calendar days prior during July and August.

B. Criticism of Teachers

Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or public gatherings.

ARTICLE VIII FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Dates

On or before April 30 of each year, the Board shall give to each non-tenured teacher and twelve (12) month support staff employee continuously employed since the preceding September 30, and on or before June 30 of each year to each Board funded instructional aide, who was continuously employed since the preceding September 30 either:

- a. A written offer of re-employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

Federal/State funded instructional aides shall be notified of their status as soon as possible after notification of funding is received by the District.

2. Informal Appearance

Any non-tenured employee who has received such notice of non employment shall be entitled to an appearance before the Board, provided a written request for such appearance is received in the office of the Secretary of the Board within five (5) days after notification of non-employment.

3 Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured employee for the succeeding school year no later than thirty (30) days after the employee's written request is received by the Board

ARTICLE IX EMPLOYEE FACILITIES

- A. Space in each classroom will be provided in which teachers may store instructional materials and supplies
- B. A desk, chair, and filing cabinet for each teacher and secretary will be provided, in addition to a secured cabinet for personal belongings.
- C. Adequate employees' lavatories for each sex will be provided.
- D. The Board will continue to provide acceptable copies of teachers' textbooks, chalkboard space in the classroom, and adequate school supplies for each pupil.
- E. The Board will permit the Association to have vending machines installed in each employees' lounge.
- F. The teachers' room shall be adequately maintained

ARTICLE X 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. Evaluation of Students

The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Brigantine School District. No grade or evaluation shall be changed without consultation with the teacher, provided the teacher is available for consultation within ten (10) days.

C. 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

3 The Superintendent's personnel file shall be the official file. Any personnel notes kept by a principal shall be expunged upon the principal leaving the District or position

D. Meetings/Conferences

Any employee required/requested to attend any meeting with parents, students, and/or administrators regarding problems, complaints, and/or concerns about an employee's conduct, decision, action, etc., shall receive prior notice whenever possible, of such meeting, the reasons for such meeting and what parties will be present

ARTICLE XI 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 Principal of the building in question 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 manual 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.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use inter-school mail facilities and mail boxes upon notification to the building Principal. The Association agrees to make available for inspection any items sent through such facilities except items relating to collective negotiations or grievances.

F. Copies of Board Policy

The Board shall provide three (3) complete copies of the current Board Policy Book to the Association and shall forward any changes/additions to such book as soon after adoption as possible.

ARTICLE XII
EXTRA—CURRICULAR POSITIONS

- A. Extra-curricular position openings shall be posted for a period of ten (10) school days, before an appointment is made.
- B. The Board shall use a volunteer for such positions, provided such volunteer is deemed qualified.
- C. The Board has sole discretion to determine whether or not an applicant for extra-curricular positions is qualified.
- D. The Board has the sole discretion to appoint an employee or non-employee pursuant to law, of its choice to an extra-curricular position if no one applies.
- E. Extra-curricular positions and their annual amounts of extra pay shall be as set forth in Schedule F attached.
- F. In the event extra-curricular positions are created in addition to those stated in Salary Schedule F, the salary for such positions shall be negotiated with the Association.

ARTICLE XIII
TEACHING HOURS AND LOAD

A. Length of Day

The teacher in-school work day shall not exceed seven (7) hours total per day. Arrival and dismissal times shall be set by the Superintendent, but will be between 7:30 a.m. and 3:45 p.m.

B. Teacher Responsibilities

1. Except for planning time as guaranteed in Section F of this Article and a lunch period as guaranteed in Section C of this Article, teachers shall spend the remaining work day involved in instructional and supervisory responsibilities, including before and after school supervisory duties. Nurses

are exempt from these before and after school supervisory duties. It is agreed that there shall be no increase in instructional time over the 1986-87 school year.

2 Assignment to non-instructional supervisory duties shall be on an equitable rotating basis among the entire professional staff. However, the ultimate right to assign or not assign any individual to a specific duty rests with the administration. This is not to be construed that any individual will be excluded from assignment of duties with the exception of the school nurse

C. Duty-Free Lunch Period

On a normal school day, all teachers shall receive a duty-free lunch period of at least forty (40) minutes

D. Meetings

1 In-school faculty, departmental and grade level meetings shall be held within the teacher's normal work day

2. Any other meetings extending beyond the normal school day shall be limited to no more than twelve (12) per school year and shall in no event end later than one(1) hour after the end of the teacher's normal work day.

3 Meetings referred to in paragraph 2 above, shall be limited to no more than three (3) in any month

4 Any evening meeting shall be in lieu of a meeting in paragraph 2 and shall be limited to four (4) per year. Such meetings shall not exceed 2½ hours each

E. Notice

Written notice of meetings in paragraphs 2 and 4 of this ARTICLE shall be given ten (10) days prior to the meeting.

F. Planning Periods

Each teaching staff member shall receive at least five (5) planning periods per week except in the event of emergency coverage

ARTICLE XIV SUPPORTIVE STAFF WORK SCHEDULE

A. Secretarial

1 School Year

During the school year, the secretaries' workday shall be seven and one-half (7½) hours per day, inclusive of a one (1) hour uninterrupted daily lunch. Arrival and dismissal times shall be set by the Superintendent, but will be between the hours of 8:00 a.m. and 4:00 p.m.

2 Summer Hours

Between July 1 and August 31, secretaries shall work a five (5) day work week consisting of six and one-half (6½) hours days and the last day of each week shall be six (6) hours, inclusive of a one (1) hour uninterrupted daily lunch.

B. Attendance Officer/Data Processor

1 School Year

During the school year, the attendance officer/data processor's workday shall be seven and one-half (7½) hours per day, inclusive of an one (1) hour uninterrupted daily lunch. Arrival and dismissal times shall be set by the Superintendent, but will be between the hours of 7:00 a.m. and 4:00 p.m.

2 Summers Hours

Between July 1 and August 31, attendance officer/

data processors shall work a five (5) day work week consisting of six and one-half (6½) hour days and the last day of each week shall be six (6) hours, inclusive of a one (1) hour uninterrupted daily lunch. Arrival and dismissal times will be determined by the Administration

C. Custodial/Maintenance Personnel

The workday for custodial/maintenance personnel shall be eight (8) hours, inclusive of a one (1) hour meal break.

D. Instructional Aides

The workday for instructional aides shall be at least four and one-half (4½) hours per day, inclusive of at least a ½ hour break.

E. Overtime

Any Supportive Staff employee working in excess of their working hours as described above, shall be compensated overtime at one and one-half (1½) times their normal hourly rate. If the employee agrees, compensatory time based on the same calculation (one and one-half times) may be granted in lieu of overtime payment. Such overtime must be approved and directed in advance by the Administration.

F. Call-Back

A Custodial/Maintenance employee who is called into work at times outside his/her normally scheduled work hours, shall be compensated for a minimum of two (2) hours at his/her overtime rate of pay or paid for the time actually worked at the overtime rate of pay, whichever is greater. It is understood that this call-back minimum guarantee is not for time worked contiguous to an employee's normal work schedule.

G. Shift Vacancies

Establishment of new shifts or vacancies on shifts for custodial/maintenance personnel shall be posted for ten (10) days prior to appointment, except in cases of emergency.

**ARTICLE XV
TEACHER WORK YEAR**

A. In-School Work Year

The in-school work year for teachers shall not exceed one hundred eighty (180) student days, plus up to a maximum of three (3) days either immediately preceding, during or following the one hundred eighty (180) student days, - in any combination - but excluding vacation days and holidays

B. Orientation

Newly hired teachers, in addition to paragraph A above, may be required at the Superintendent's discretion to attend an orientation day prior to the first day that other teachers are required to report

**ARTICLE XVI
SUPPORTIVE STAFF WORK YEAR**

A. Secretarial & Attendance Officer/Data Processor

Twelve (12) month employees' work year shall be from July 1 through June 30. As of the first official day of school for the teacher staff through the last official day of school for the teaching staff, twelve (12) month employees' work schedule shall be the same as that worked by the teaching staff. Ten (10) month employees' work year shall be from September 1 through June 30

B. Custodial/Maintenance Personnel

Twelve (12) month employees' work year shall be from July 1 through June 30

C. Instructional Aides

The work year for Instructional Aides shall be the same as that of the teaching staff

D. Clerk/Typist

Twelve (12) month work year shall be from July 1 through June 30. As of the first official day of school for the teaching staff through the last official day of school for the teaching staff. Clerk/Typists' work schedule shall be the same as that worked by the teaching staff. Ten (10) month employees work year shall be from September 1 through June 30.

E. Holidays

1. All twelve (12) month custodial/maintenance personnel shall receive seventeen (17) holidays with pay including the following specific holidays:

- | | |
|---------------------------|-------------------|
| 1. Independence Day* | 7. December 25 |
| 2. Labor Day** | 8. December 31 |
| 3. NJEA Convention*** | 9. January 1 |
| 4. Thanksgiving Day | 10. Good Friday |
| 5. Day after Thanksgiving | 11. Easter Monday |
| 6. December 24 | 12. Memorial Day |

Employees shall be entitled to an additional six (6) holidays with pay per year. The exact dates of these holidays will be based upon the structure of the school calendar and employees will be notified of the dates for these six (6) holidays by the administration after the Board has adopted the school calendar.

- * — Secretaries, Clerk/Typists and Attendance
- * - Officer/Data Processor shall also receive these days
- ^ — with pay
- ** — Secretaries, Clerk/Typists and Attendance
- ** — Officer/Data Processor shall also receive
- ** — these days with pay.
- *** — Twelve (12) month custodial/maintenance employees shall select one (1) employee to attend each year provided adequate staffing is available

2. If a holiday should fall on a Saturday or Sunday, each Supportive Staff employee (12 months) shall receive one (1) compensatory day for each holiday either on the preceding Friday or following Monday, as determined by the Administration.

3. If custodial/maintenance employees are required to work on a holiday due to school being in session, they shall receive one (1) compensatory day to be taken at a time approved by the administration.

F. Vacations

All twelve (12) month employees shall be entitled to the following vacation days per year.

Up through 5 years of service	10 days
6 through 20 years	one (1) additional day per year up to a maximum of twenty (20).

ARTICLE XVII

PART—TIME EMPLOYEES

A. It is agreed that part-time employees included in this unit shall be entitled to benefits on a pro-rated basis. It is agreed, however, that Health Insurance, Prescription Plan, Dental Plan, and Optical Plan coverages shall not be provided to part-time employees, unless these employees are permitted coverage under the regulations of the State Health Plan.

ARTICLE XVIII

SICK LEAVE

A. Teachers

All teachers employed in the Brigantine Schools shall be entitled to fifteen (15) sick leave days each school year as of the first official day of the school year, whether or not they report for duty on that day.

B. Twelve (12) Month Employees

All twelve (12) month employees employed in the Brigantine Schools shall be entitled to eighteen (18) sick leave days each year as of July 1, whether or not they report for duty on that day

C. Instructional Aides and Ten (10) Month Clerk/Typists

All instructional aides and clerk/typists employed in the Brigantine Schools shall be entitled to ten (10) sick leave days each school year as of the first official day of the school year, whether or not they report for duty on that day.

D. Accumulation

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

E. Transfer of Sick Leave

Those teachers who transfer into the Brigantine Schools with a certified accumulation of sick leave from prior teaching will be granted ten (10) sick leave days from their non-Brigantine accumulated time beginning on their fourth (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 employee shall be compensated for his accumulated sick leave as follows:

Effective July 1, 1993 - \$50.00 per day up to a maximum per retiree of \$9500.00

2. To be eligible for such compensation, an employee must have at least fifteen (15) years of experience (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

5. If an employee dies prior to the date of retirement and has given written notice of intent to retire to the Board, then such payment due him shall be made to the employee's estate

ARTICLE XIX TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school/work year, teachers and twelve (12) month employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Personal Leave

Up to three (3) days leave of absence may be granted during the school/work year for urgent needs not covered in other sections of this ARTICLE, including medical appointments for which validation may be required, with prior approval by the Superintendent of Schools. Personal leaves of this nature shall not be granted on days prior to a school holiday or vacation. A leave of absence under this section of this ARTICLE may not be granted as to run consecutively with a leave of absence under any other section of this ARTICLE

2. Additional Personal Leave

All twelve (12) month employees may be granted one (1) additional personal day in the case of emergency at the sole discretion of the Superintendent.

3. Professional Leave

Up to three (3) days leave of absence may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the Superintendent of Schools. Additional professional leave may be granted by the Superintendent at his/her discretion. Any registration/lunch costs shall be borne by the Board.

4. Association Business Leave

Up to six (6) days of absence for the representatives of the Brigantine Education Association to attend educational conferences, and conventions of State and National affiliated organizations shall be granted. The President of the Association shall designate the representatives and shall so notify the Superintendent. A representative may attend more than one conference or convention. In no event shall more than six (6) days of leave of absence be granted collectively for all representatives during a school/work year.

5. Legal Leave

Time necessary may be granted for appearances in any legal proceeding connected with the employee's employment or with the school system or any other legal proceeding if the employee is required by law to attend, at the discretion and approval of the Brigantine Board of Education.

6. Bereavement Leaves

a. Up to five (5) days leave of absence may be granted at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grand-parent, grand-child and any other member of the immediate household

b. Employees may be granted up to one (1) day leave of absence in the event of death of an employee's friend or relative outside the employee's immediate family as defined above.

c. In the event of the death of an employee or student in the Brigantine School system, the Principal of said employee or student may grant to an appropriate number of employees sufficient time off to attend the funeral

7. Illness in Family Leave

Up to a total of five (5) days per year per employee may be granted in the event of illness in the employee's immediate family as defined above in paragraph 6, section a.

8. Jury Duty Leave

Time as necessary to perform Jury Duty if required to do so shall be granted. Any employee serving on Jury Duty shall receive their full salary, in addition to any Jury Duty pay, for the time served.

9. Military Leave

Time necessary as provided for in New Jersey Statutes for persons called into temporary active duty of any unit of the United States Reserves or the New Jersey State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, shall be granted. An employee

shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government

B. As of the beginning of each year, teachers and twelve (12) month employces shall be entitled to the following temporary, non-accumulative leave of absence, without pay

1. Marriage/Honeymoon Leave

Up to three (3) days leave of absence may be granted for the purpose of marriage and honeymoon.

C. Additional Leave Without Pay

Additional leave without pay may be granted to an employee by the Superintendent. The decision to grant or not grant such additional leave rests solely with the Supcrintendent and it is expressly agreed that his/her decision is not grievable.

D. Instructional Aides (5 days per week) and 10 Mo. Clerk/Typists

Instructional Aides who work 5 days per week and ten (10) month Clerk/Typists shall only be entitled to the temporary leaves of absence as specified in Paragraphs A 1, 4, 5, 6, 7, & 8 and Paragraph C.

E. Part-Time Employees

Part-time employees working less than five days per week but more than twenty (20) hours per week, shall be entitled to one (1) personal day per school/work year.

F. Notification

All requests for leaves of absence under this ARTICLE shall be made in writing to the Superintendent of Schools five (5) school days prior to the date requested. Except that in the event five (5) school days notice is not possible, the Building Principal shall be notified by telephone

G. Additional Leave

Leaves taken pursuant to the ARTICLE shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XX
EXTENDED LEAVES OF ABSENCE

A. Professional Leave

A leave of absence, without pay, up to two (2) years, shall be granted to any 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

B. Military Leaves

Military leaves, without pay, shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for a period of said induction or initial enlistment.

C. Maternity Leaves

1. Employees under contract shall be granted maternity leave as consonant with all Federal and State Laws and/or major relevant court decisions

2. Employees under contract adopting an infant child may receive similar leave which shall commence upon him/her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

3. Employees under contract on maternity leave may have the opportunity to substitute in the Brigantine School District in the area of his/her certification or competence at the discretion of the Superintendent.

4. Employees returning from a child rearing leave may only return from said leave on September 1 or February 1 with the exception that the Superintendent has the discretion to set a different date of return with the agreement of the employee

D. Illness in Family

A leave of absence, without pay, may be granted for the purpose of caring for a sick member of an employee's immediate family. The terms setting forth the beginning and termination of such leave shall be set forth in writing by the Board of Education.

E. Return from Leave

1. Upon return from leave granted pursuant to Paragraph B of this ARTICLE, a teacher or secretary 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

2. Upon return from leave granted pursuant to Paragraphs C.1 and C.2 of this ARTICLE, a teacher or secretary shall be placed on the salary schedule at the level he would have achieved if he had not been absent, providing he has actively taught or worked not less than five (5) months of the school year or work year in which he began his leave of absence and/or will teach or work not less than five (5) months of the school or work year in which he returns from such leave of absence. However, time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure

3. An employee shall not receive increment credit for time spent on leave granted pursuant to Paragraph D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure

4. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a position for which he is certificated and/or qualified

F. Sick Leave

Any employee on extended leaves of absence under any section of this ARTICLE shall not accrue sick leave days for the period involved.

G. Extensions/Renewals

All extensions and renewals of leaves shall be applied for in writing and if granted, in writing.

H. Instructional Aides, Custodial-Maintenance Personnel Clerk/Typists and Attendance Officer/Data Processors

Instructional Aides, Custodial/Maintenance Personnel, Clerk/Typists and Attendance Officer/Data Processors shall only be entitled to the extended leaves specified in Paragraph C and D above.

I. Extended Personal Leave

1. An extended leave for personal reasons, without pay, shall be granted to a maximum of two (2) employees per year, provided application is made in writing at least ninety (90) days prior to the beginning of such leave. Such leaves shall be for a period of one (1) school year (September 1 through June 30). Extended Personal Leave for less than one (1) school year may be granted on a case by case basis at the discretion of the Board.

2. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years (inclusive of any Board approved leave) in the Brigantine Schools.

3. In the event more than two (2) employees request such leave, extended personal leave shall be granted based upon total length of service.

4. Extended personal leave shall be granted for the following reasons.

- a. Service in a public office and/or campaign for such service for himself or another person.

- b. Outside teaching in a college, university or other public school
- c. Engaging in activities of the Association or its affiliates
- d. Educational purposes
- e. Other valid purposes

5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this ARTICLE and by law

6. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward any other leave, shall be restored to him upon his/her return, and he shall be assigned to a position within his area of certification. Credit for advancement on the guide shall not be earned while the employee is on leave

ARTICLE XXI SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in an area of specialization for the purpose of obtaining a Master's Degree or Doctorate, or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.

2. Requests for sabbatical leaves must be received by the Superintendent in writing in such form as prescribed by the Board of Education to include reference to the status of the applicant's T.P.A.F. Pension, group life insurance, social security and withholding tax. Such requests on the prescribed form must be submitted no later than December 1, and action must be taken on all such requests no later than March 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher applicant must have completed at least seven (7) full school years of service in the Brigantine School District. Request for sabbatical leave must include documentation that the applicant may reasonably be expected to complete the degree, or the area of specialization which has previously been approved by the Board of Education, with the credits being taken during the term of such leave.

4. For reasons other than obtaining a Master's Degree or Doctorate, the leave applicant shall file with the Superintendent an interim and final report of accomplishments obtained pursuant to objectives for having taken a sabbatical.

5. A teacher on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate for the full year sabbatical leave, or one hundred percent (100%) of the salary rate for one-half (1/2) school year sabbatical leave.

6. Upon returning from sabbatical leave, a teacher shall remain in the employ of the Brigantine Board of Education for a period of no less than two (2) full school years, or if not in the full-time employment of the Board for two (2) years, shall reimburse the Board an amount equal to the salary actually paid to him during the sabbatical year.

B. Any group medical coverages in force at the time immediately prior to the sabbatical leave on the teacher and family coverage, if applicable, will be continued at Board expense during the term of the sabbatical leave

C. Sick Leave will not be accumulated during the term of a sabbatical leave

ARTICLE XXII INSURANCE PROTECTION

A. The Board shall continue to provide a basic hospital-surgical and major medical plan of insurance for each employee and in cases where appropriate for family plan insurance coverage, through a carrier as may be selected by the Board of Education

B. For each employee who remains in the employ of the Board of Education for the full school year, the Board shall continue to make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing September 1 and ending August 31 when necessary premiums on behalf of the employee shall be made in a manner to assure uninterrupted participation of coverage

C. Provisions of the health care insurance program shall be detailed in master policies and contracts as selected by the Board and shall include Blue Cross/Blue Shield/Major Medical, and Rider J or equal

D. Description

The Board shall continue to provide to each employee a description of the health care insurance coverage provided under these benefits not later than the beginning of each school year which shall include a description of conditions and limits of coverage

E. Prescription Drug Plan

The Board agrees to provide a Prescription Drug Plan for each eligible employee and where appropriate, coverage for dependents. The Plan will be selected by the Association, subject to the approval of the Plan by the Board. The current Plan (\$2.00 co-pay) shall be increased to a \$5.00 co-pay effective September 1, 1994. The Association agrees to save the Board harmless as fiscal agent for the Plan.

F. Dental Insurance Plan

The Board agrees to provide a Dental Plan for each eligible employee, and where appropriate, coverage for dependents. Such Plan shall provide at least the following coverages and shall be comparable to the Plan effective December 23, 1982:

1. \$1,000 maximum per family member per year
2. Co-insurance: 100% for Preventative & Diagnostic
85% for Basic Services
60% for Major Services
3. No deductibles
4. Orthodontia - \$1,000 lifetime maximum (50% co-insurance)

G. Optical Reimbursement Plan

1. An employee and dependents (spouse and children under age 19 and living at home or age 22 and in college) shall be eligible for reimbursement up to a total maximum of \$300.00 per employee per contract year for the following optical services:

- eye examinations
- eye glasses and frames
- contact lenses

2. In the event that an employee is hired after January 1 as a twelve (12) month employee or February 1 as a ten (10) month employee, such reimbursement shall be pro-rated

at fifty percent (50%) of the yearly maximum allowable in that year, i.e, \$150.00 for the remainder of that contract year (example based on 1993-94 maximum).

ARTICLE XXIII DEDUCTIONS FROM SALARY

A. 1 The Board agrees to deduct from the salaries of its employees, dues for the Brigantine Education Association, the Atlantic County Council of Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such association, as said employee individually and voluntarily authorizes 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 Education 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

C. Savings Plan

Upon application of not less than ten percent (10%) of the employees, the Board of Education shall establish a savings plan through payroll deduction with an accredited institution as selected by the Brigantine Education Association. Once the plan has been instituted, new applications shall be accepted on a monthly basis

ARTICLE XXIV SENIORITY & JOB SECURITY (Supportive Staff Personnel)

A. Seniority

1. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he resigns or is discharge for cause, irrespective of whether he is subsequently rehired by the School District

2. In the event of work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district wide seniority of all employees in the district in the category (Secretarial, Clerk/Typist, Instructional Aides, Custodial and Maintenance, Attendance Officer/Data Processor), as long as job performance is equal as determined by the Board of Education. Any employee laid off shall remain on a recall roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category.

3. In the event that, within two years of an employee's lay-off, a vacancy occurs in the same line of work from which the employee was laid off, and covered by this Agreement, a laid off employee shall be entitled to a one time recall thereto in order of seniority

B. Job Security

After completion of one year of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause, following written notice of such reasons and a hearing before, and determination by, the Board of Education finding that such cause does, in fact, exist and is sufficient for such reduction in salary or dismissal. Should the employee not be satisfied by the determination of the Board, at his request, the matter shall be subject to the grievance procedure and arbitration in the same manner and to the same extent as is provided for arbitration of grievances by this Agreement.

**ARTICLE XXV
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 XXVI
NO—STRIKE PLEDGE**

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.

B. The Association covenants and agrees that, during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, any strike (i.e., the concerted failure to report for duty, or willful absence in whole or in part from the proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other job action. The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE XXVII REPRESENTATION FEE

A. Purpose of 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.

B. Amount of Fee

1. 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 non-members will be determined by the Association in accordance with the law.

2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification - 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 the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b below, the full amount of the representation fee and promptly will transmit the amount to the Association.

2 Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly 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:

- (a) ten (10) days after receipt of the aforesaid list by the Board, or
- (b) thirty (30) days after the employee begins his 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.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this 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

4 Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal 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.

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

6 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.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

2. 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 XXVIII
TUITION REIMBURSEMENT**

A. Tuition Reimbursement

1. Tuition Reimbursement will be paid for graduate study in the teacher's field of certification or related fields upon approval of the Superintendent up to the Rowan College credit hour rate with a maximum of nine (9) credits per fiscal year.

2. In the event that the per credit cost for a course taken exceeds the per credit cost of Rowan College, upon the prior approval of the Superintendent, the Board agrees to pay the entire cost of said course(s) up to a maximum total payment that would not exceed the cost of nine (9) credits based on the Rowan College.

3. Graduate course credit in the Teachers' Salary Schedules (attached) shall be for courses completed in a teacher's field of teaching certification or related fields upon prior approval of the Superintendent.

**ARTICLE XXIX
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.

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, 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 in booklet form 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 by the Board. The Board agrees to provide fifteen (15) 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's President's school address, or home address during vacations

**ARTICLE XXX
DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 1993, and shall continue in effect until June 30, 1996. 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 27th day of January, 1994, 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

By G. Steven Van Note
 President

Attest Charles Brewin
 Secretary

BRIGANTINE EDUCATION ASSOCIATION

By Mary Jane Morey
 President

Attest Kirsten Booth
 Secretary

SALARY SCHEDULE A-1
TEACHERS - 1993-1994

Level	BA		
A	\$31,272	BA + 10	75%
B	31,578		
C	31,885	BA + 20	115%
D	32,192		
E	33,087	BA + 30	225 1/2%
F	34,341		
G	35,585	MA	46%
H	36,830		
I	38,075	MA + 10	573 3/4%
J	39,320		
K	40,575	MA + 20	647%
L	41,810		
M	43,054	MA + 30	722%
N	44,300		
O	46,797	DOCT	10%
P	49,293		

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

Beginning the 21st year in Brigantine	... 4 1/2%
Beginning the 25th year in Brigantine	... 5 5/8%
Beginning the 30th year in Brigantine	... 7%

**SALARY SCHEDULE A-2
TEACHERS - 1994-1995**

Level	BA		
A	\$31,958	BA + 10	..... 75%
B	32,272		
C	32,585	BA + 20	..... 1.5%
D	32,899		
E	33,814	BA + 30	..... 2.25%
F	35,095		
G	36,366	MA	..... 4.6%
H	37,639		
I	38,911	MA + 10	..... 5.73%
J	40,183		
K	41,466	MA + 20	..... 6.47%
L	42,728		
M	43,999	MA + 30	..... 7.22%
N	45,272		
O	48,070	DOCT	..... 10%
P	50,868		

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

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

**SALARY SCHEDULE A-3
TEACHERS - 1995-1996**

Level	BA		
A	\$32,829	BA + 10	75%
B	33,151		
C	33,473	BA + 20	15%
D	33,795		
E	34,735	BA + 30	25%
F	36,052		
G	37,357	MA	46%
H	38,664		
I	39,971	MA + 10	57%
J	41,278		
K	42,596	MA + 20	67%
L	43,892		
M	45,198	MA + 30	72%
N	46,506		
O	49,380	DOCT	10%
P	52,254		

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

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

**SALARY SCHEDULE B
SECRETARIES/CLERK TYPISTS**

SECRETARIES

1993-1994		1994-1995		** 1995-1996	
1	\$19,319	1	\$23,353	1	\$24,353
2	19,719	2	23,853	2	24,874
3	20,119	3	24,353	3	25,696
4	20,519	4	24,853	4	25,917
5	20,919	5	25,353	5	26,438
6	21,319	6	25,853	6	26,960
7	22,222	7	26,353	7	27,481
8	26,430	* 8A	23,000	8	29,003
		* 8B	26,853		

NOTE: * - Employees on Step 7 in 1993-94 move to Step 8A in July, 1994 and to Step 8B in January, 1995

NOTE: ** Employees remain on the same Step in 1995-96 as they were in 1994-95 except any employee on Step 8B in January, 1995 would move to Step 8 in 1995-96 for this year only.

CLERK/TYPIST (10 Month Salary)

1993-1994		1994-1995		* 1995-1996	
1	\$14,093	1	\$14,243	1	\$14,853
2	14,343	2	14,643	2	15,270
3	15,043	3	15,043	3	15,687
4	15,743	4	15,843	4	16,521
5	16,443	5	16,743	5	17,460
6	17,143	6	17,743	6	18,502
7	18,041	7	18,718	7	19,520
8	19,384	8	19,694	8	20,537

* - Employees remain on the same Step in 1995-96 as they were in 1994-95 for this year only.

SALARY SCHEDULE C
ATTENDANCE OFFICER/DATA PROCESSOR

1993-1994		1994-1995		1995-1996	
1	\$24,000	1	\$25,250	1	\$26,562
2	24,500	2	25,750	2	27,062
3	25,000	3	26,250	3	27,562

**SALARY SCHEDULE D
INSTRUCTIONAL AIDES**

INSTRUCTIONAL AIDES*

	1993-1994	1994-1995	1995-1996
0 - 5 Years ..	\$10.43 per hr	\$10.95 per hr.	\$11.48 per hr.
6 to 15 Years	\$11.09 per hr	\$11.64 per hr	\$12.21 per hr.
Over 15 Years	\$13.66 per hr	\$14.34 per hr	\$15.04 per hr

- * - Salaries for Instructional Aides shall be calculated on
- * - a yearly salary (number of days x number of hours x
- * - hourly rate) which will be determined by the workday
- * - and work year as specified in this Agreement.

**SALARY SCHEDULE E
CUSTODIAL AND MAINTENANCE PERSONNEL**

CUSTODIANS/GROUNDSKEEPERS

1993-1994		1994-1995		* 1995-1996	
1	\$16,500	1	\$17,200	1	\$17,936
2	17,000	2	17,600	2	18,353
3	18,000	3	18,000	3	18,770
4	19,184	4	19,184	4	20,005
5	20,028	5	20,028	5	20,885
6	21,905	6	21,905	6	22,843
7	22,905	7	22,905	7	23,885
8-11	24,905	8-11	24,905	8-11	25,971
12	31,024	12	31,520	12	32,869

- * Employees remain on the same Step in 1995-96 as they were in 1994-95 for this year only.

MAINTENANCE PERSONNEL

1993-1994 - \$28,638

1994-1995 - \$30,069

1995-1996 - \$31,542

Any employee accepting the position of Head Custodian/
Maintenance shall receive additional yearly compensation,
to be included in the employee's base salary as follows

1993-1994 - \$1578.00

1994-1995 - \$1656.00

1995-1996 - \$1737.00

SALARY SCHEDULE F
EXTRA CURRICULAR ACTIVITIES AND SALARIES

	1993-94	1994-95	1995-96
Chairman of Child Study Team	\$1680.00	\$1764.00	\$1850.00
Coaching Stipend	1400.00	1470.00	1543.00
Computer Club	1189.00	1248.00	1309.00
*8th Grade Advisor	1120.00	1176.00	1233.00
Audio-Visual	1085.00	1139.00	1194.00
*Activities/Clubs	980.00	1029.00	1079.00
Intramurals	980.00	1029.00	1079.00
Disciplinarian	4200.00	4410.00	4626.00
Team Representatives	1400.00	1470.00	1543.00
		(4 mtgd per mo)*	
Game Chaperone	51.55	54.12	56.77
		(per game)	

*Student Council Advisor.
 (after school activities not to
 exceed four (4) per school year)

*Eighth (8th) Grade Advisor.
 (after school activities not to
 exceed:
 class trip,
 graduation/graduation dance,
 maximum of four (4) additional after school
 activities)

BRIGANTINE EDUCATION ASSOCIATION

OFFICERS — 1993-1994

Mary Jane Morey - President
David Cunningham - Vice-President
Len Long - Vice-President
Kirsten Booth - Secretary
Marie Madamba - Treasurer

BRIGANTINE EDUCATION ASSOCIATION NEGOTIATING COMMITTEE

Nancy Gilbert Rhodes	Chairperson
Cass Kauffman	Len Long
Mary Jane Morey	Jane McClaskey
David Cunningham	

BRIGANTINE BOARD OF EDUCATION

Mr. G. Steven Van Note - President
Mrs. Carol Callowhill - Vice President
Ms. Linda Blizard
Dr. Richard Derrickson
Mrs. Ruth Hancman
Mr. Hance Jacquet
Mr. Herman Laing
Mr. Charles Brewin - Board Secretary/Business Administrator
Dr. Daniel G. Loggi - Superintendent