

COLLECTIVE BARGAINING AGREEMENT BETWEEN

GREATER BRUNSWICK REGIONAL CHARTER SCHOOL

AND

BRUNSWICK CHARTER EDUCATION ASSOCIATION

JULY 1, 2002 – JUNE 30, 2005

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WITNESSETH

WHEREAS, the Board of Trustees of the Greater Brunswick Charter School (hereinafter referred to as “The Board”) recognizes the Brunswick Charter Education Association (NJEA) (hereinafter referred to as “the Association”) as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the employer as well as of its employees and to avoid interruptions and interferences with services and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants herein considered, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining agent for the purpose of collective negotiations of all regularly employed non-supervisory certified teachers and instructors employed by the Board, teacher assistants, student aides and other certificated personnel who are required to be certificated, employed by the Board. Specifically excluded are Managerial Executives (including the Director) substitutes, confidential employees, supervisors, clerical employees, custodial employees, and all other personnel not specifically included above.
- B. Whenever the word “employee” is used in this Agreement, it shall be deemed to mean both teachers and teacher assistants. Wherever the term “teacher” is used in this Agreement, it shall be deemed to mean only the certified personnel in the bargaining unit covered by this Agreement who are required by law to be certified for their positions.
- C. The only benefits to which student aides are entitled are those which are specifically listed as applying to them. It is specifically understood that student aides are employed on an "as-needed" and "at-will" basis; they are paid only for time actually worked, and may be terminated by the Board at any time for any reason.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Procedure

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13 A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the employees covered by this Agreement.

B. Modification

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this agreement (contract), administrative decisions, school or Board policy or state statute affecting employees’ terms and conditions of employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees, Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a grievance

A grievance may be filed by any individual employed by the Board or by the Association. Any grievance must be lodged at the proper initiating level within twenty-one (21) calendar days of the happening of the event.

2. Failure to communicate a decision

Failure at any step to communicate the decision on a grievance within the specified time limitations will constitute a denial of a grievance. Failure to appeal an answer

which is unsatisfactory within a specific time limitation will be deemed to constitute an acceptance of such a response as dispositive.

3. Informal attempt to resolve a complaint.

An individual who has a complaint will discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally.

4. Level one - Immediate superior

If as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within fourteen (14) calendar days, the Association will set forth the Association's grievance in writing to the immediate superior, specifying:

- a. The nature of the grievance;
- b. the nature and extent of the injury, loss, or inconvenience;
- c. the result of the previous discussion.

The Association will identify the exact clause, policy, or administrative decision which is being grieved. The Association will also attach a copy of any previous decisions.

The immediate superior will communicate his/her decision to the Association in writing within fourteen (14) calendar days of receipt of the written grievance.

5. Level two - Board of Trustees

If the grievance is not resolved to the Association's satisfaction, the Association, no later than fourteen (14) calendar days after the receipt of the immediate superior's decision, may request a review by the Board of Trustees or a committee thereof.

The request will be submitted in writing through the immediate superior, who will

attach all related papers and forward the request to the Board. The Board, or a committee thereof, will review the grievance and will, at the option of the Association, hold a hearing with the Association and render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the Board. In the cases of grievances not involving an alleged violation or interpretation of an express term of this contract, the Board's decision shall be final.

6. Level three - Arbitration

In the cases of those grievances involving a violation or interpretation of the express terms of this Agreement only, if the decision of the Board does not resolve the grievance to the satisfaction of the Association, notice of the intention to proceed to arbitration will be given to the Board through the immediate superior within fourteen (14) calendar days after the receipt of the decision which is being appealed.

Any such contractual grievance not resolved by timely resort to the foregoing procedure will be subject to arbitration initiated and conducted under the rules of the New Jersey Public Employee Relations Commission. Only those grievances which arise under the expressed written terms of this Agreement may be submitted to arbitration. The arbitrator will limit him/herself to the issues submitted to him/her. He/she can add nothing to nor subtract anything from nor modify the Agreement between parties or any policy of the Board. The opinion and award will be final and binding. Only the Board and the aggrieved will be given copies of the arbitrator's

opinion and award. This will be given within thirty (30) calendar days of the completion of the arbitrator's hearings.

7. Separate grievance file

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8. Meetings and Hearings

No meeting or hearing conducted under this procedure will be public. The only parties in attendance will be the parties in interest and their designated representatives.

D. Time Limits

Time limits may be extended upon mutual agreement in writing by the parties.

E. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs will be borne by the party incurring them.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Board reserves to itself all rights and responsibilities of management of the school and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof. By way of illustration and not by way of limitation of the rights and responsibilities of the Board are the rights to the executive management and administrative control of the school, its properties and its facilities; to adopt and modify rules and regulations for the operation of the school; to hire, assign, transfer and determine the number of employees; to take disciplinary actions in accordance with law; to reduce the size of the work force; to determine the methods and means of instruction and the duties, responsibilities and assignments of its employees; to create and/or abolish positions in accordance with law; to maintain the thoroughness and efficiency of the school; to introduce new or improved methods and means of delivering education; and to take whatever other action it deems necessary to accomplish the mission of the school.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, decisions of the New Jersey Public Employment Relations Commission and Statutes of the State of New Jersey.

C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights and authority under any national or state law.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available for inspection and examination to the Association, in response to reasonable requests from time to time, all available public information concerning the educational program and the financial resources of the school, as well as information necessary for the Association to process grievances. The Board agrees to make available to the Association approved minutes of all Board meetings (excluding confidential minutes) and names and addresses of all employees covered by this Agreement.

B. Use of School Buildings

The Association and its representatives shall have the right to request the use of school buildings at reasonable hours when otherwise not in use, for local Association meetings. The request to the Director shall be in writing and in advance of the time and place of all such meetings. Approval for the use of such buildings shall be in the Director's discretion, but approval shall not be unreasonably denied. Custodial expenses in connection therewith which are over and above the custodian's contracted day shall be borne by the Association if requested by the Board.

C. Use of School Equipment

The Association shall have the right to request the use of school-owned equipment including typewriters, duplicating equipment, computer equipment, calculating machines, and audio-visual equipment at reasonable times outside of school hours when such equipment is not otherwise in use. The Association shall provide all materials and supplies incident to such use. Approval for the use of such equipment shall be in the Director's discretion, but such approval shall not be unreasonably denied.

D. Bulletin Boards

The Association shall have the exclusive use of an Association-owned bulletin board, which will be placed by the Board in a non-public area of the school.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the school staff mailboxes. The materials placed in such boxes shall be clearly identified as Association material.

F. Exclusive Right

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and no other employee representative organizations, except as provided by law.

G. Mutually Scheduled Proceedings

Whenever any employee or any representative of the Association and the Board, or any duly designated representative, mutually schedule participation during working hours in negotiations or grievance proceedings, the employee or Association representatives shall suffer no loss in pay.

ARTICLE VI

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

Each employee shall be placed on the proper step of the salary schedule. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step, for the following year, provided the employee works at least 90 school days during the year.

B. Initial Employment and Credit for Experience

The placement on the salary guide for initial employment shall be at such point as may be agreed upon by the new employee and the Board. Credit up to the maximum step of any salary level on any salary schedule may be given by the Board upon initial employment. Credit not to exceed four (4) years for military experience shall be given upon initial employment.

C. Notice

All teachers and teaching assistants shall be notified of their contract and salary status, if available for the ensuing year, no later than the date set by law (currently May 15th).

D. Reduction in Force (Teacher Assistants)

In the event of a reduction in force affecting teacher assistants, the Board agrees that it will lay off those teacher assistants who have completed more than three (3) years of continuous service at the school in order of inverse seniority (i.e., the last

such teacher assistant hired will be the first to be laid off), provided, however, that the remaining teacher assistants are qualified to do the available work. The Board shall have the right to bypass seniority if special requirements are needed and the more senior teacher assistant(s) do not possess them. In the event that the Board determines to require a degree or other certification of teaching assistants, such requirements will be prospective only.

E. All employees must sign letters of agreement before reporting for work. Such letters shall include the annual salary.

F. Termination of Teaching Assistants

Teaching Assistants who have completed more than three (3) continuous years as teaching assistants at the School shall not be terminated for disciplinary reasons except for just cause. They shall not be terminated for reasons based upon their teaching or classroom performance for reasons that are arbitrary or capricious. In any arbitration proceeding regarding the above, the burden of proof shall be a "preponderance of the evidence."

ARTICLE VII

SALARIES

A. Employee Salary Guides

1. The salary guide for all teachers is as set forth in Schedule A, which is attached hereto.
2. The salary guide for all teacher assistants is as set forth in Schedule B, which is attached hereto.
3. The salary guide for all student aides is as set forth in Schedule C, which is attached hereto.

B. Pay Schedule

1. Employees engaged on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments to be received on or before the 15th and the 30th of the month.
2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day, if possible.
3. Ten (10) month employees shall receive their final checks on the last working day for staff in June as signified on the school calendar.

C. Deductions

1. Employees may individually elect annually to have any designated dollar amount deducted from their monthly salary and applied to any savings and/or loan account with the credit union selected by the Association.
2. Employees may individually elect annually to have a designated amount deducted from their monthly salary and the monies then to be deposited in a tax shelter plan selected by the employee as disbursed through disbursing agent(s) selected by the Association and approved by the Board. The Board, upon recommendation of the Association, shall approve which, if any, TSA agents or companies with which it will contract.
3. The Board agrees to provide for “direct deposit” for employees who individually elect to utilize such a program. Direct deposit request forms shall be submitted to the Payroll Company by the Board within two weeks from receipt.
4. The Association shall have no recourse to the Board for any disputes between an employee and the depository or agent.

D. Increments

Employment increments, i.e., a step up on the guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon satisfactory performance and approval by the Board. Nothing in this Agreement shall be construed to mean that the Board has waived the right to withhold an increment.

E. Compensation for Additional Student Contact Duties

1. Home Instruction

The Compensation for home instruction shall be an hourly rate of \$30.00. In addition, the Board shall pay mileage from the school to the student's home at the then current I.R.S. rate. The Home Instruction Rate shall also be paid to employees who are assigned to teach a structured academic-based after school program and/or to teachers for attending IEP meetings which start after 4:00 p.m. There will be no additional pay for planning time undertaken for Home Instruction.

2. Overnight Field Trips

Employees shall be paid at a rate of \$75.00 per night for chaperoning overnight field trips.

3. The home instruction rate shall be paid no later than three (3) weeks after submitting the requisition of home instruction hours.

F. Additional Compensatory Pay

1. Additional compensatory pay as approved by the Director, including, but not limited to, preparation time for in-house professional development shall be at the home instruction rate of \$30.00 per hour.

2. Any such approved compensatory rate, including, but not limited to, pay for preparation time for in-house training, shall be made no later than three (3) weeks after submitting the requisition of hours.

G. Part Time Employment

Part time employment shall be prorated on the applicable schedule over full time employment of forty (40) hours per week.

H. TPAF Loans

The Board will make available to each employee his/her TPAF identification number.

ARTICLE VIII

EMPLOYEE ASSIGNMENTS

A. Notification

All presently employed employees shall be given notice of their salary status (step and level) for the forthcoming year not later than May 15th.

B. Notice

The Director shall, to the extent known, provide written notice of all teaching assignments for the forthcoming year not later than June 15th.

ARTICLE IX

PERSONNEL FILES

A. Personnel Records

1. File

All employees shall have the right, upon request, at least three days in advance, to review the contents of their personnel file in the presence of an Administrator and to receive copies of any documents contained therein. Employee shall be entitled to have a representative of the Association accompany them during such review.

2. Derogatory Material

No material derogatory to a employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. Employees shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Employees shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Director and attached to the file copy.

3. No Separate File

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

ARTICLE X

UNAVAILABILITY TO WORK

A. Calling In

The employees agree to call the Director or his/her designee by 9:30 p.m. the evening before an absence, if possible, or no later than 6:00 a.m. the morning of the absence. The Board will provide an answering machine or service for the reporting of absences. Once an employee has reported such unavailability, it shall be the obligation of the administration to arrange for job or class coverage, should it be determined that is needed. If the Director decides to change the procedure, he/she will provide fourteen (14) days notice to the employees.

B. Notice of Teacher Absences

The Director shall, whenever reasonably possible, provide notification to teachers when teacher assistants have reported unavailability to work. Affected teachers will be notified if a special area teacher is absent.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

The Association and the Board agree that optimum conditions for learning and for the development of the students require the regular attendance of the teaching staff, and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The parties acknowledge, however, that absence from work is necessary from time to time. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize the following provisions only when necessary, and also to assist the Board in discouraging any abuses of these benefits.

A. Personal Illness or Injury

Personal illness or injury is defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

1. Each ten (10) month employee of the Board shall be entitled to ten (10) days absence each year for personal illness to be accumulated on the basis of one (1) day per month. Such sick days not utilized in a particular year shall be accumulated without limit.
2. In the event an employee has exhausted the annual sick leave, or if in addition to annual sick leave, accumulated sick leave has also been exhausted,

extended sick leave may be granted. Requests for such extended sick leave shall be considered only when submitted with a physician's certificate documenting the illness or injury. Each request will be decided on an individual basis by the Board in its discretion. If granted by the Board, such leave will be granted less substitute's pay. The term "substitute pay" as used in the provisions for extended sick leave shall mean the rate in effect at the time as set by the Board.

B. Occupational Injury

Any employee injured in the performance of their duties shall, within twenty-four (24) hours, report such injury to the Director. The report shall be in writing on a form supplied by the Board. Any amount of salary or wages paid to the employee for the work connected injury shall be reduced by the amount of any workmen's compensation award made for temporary disability.

C. Anticipated Disability Leaves

1. Any employee who anticipates undergoing a state of disability, such as, but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth.

2. Any employee requiring a leave for reasons of any anticipated disability shall notify the Director as soon as the condition that may result in the disability is known.

3. No employee with such a condition shall be removed from his/her regular duties during the period prior to his/her state of disability which occurs during the

school year unless, as a result of such a condition, his/her performance has been impaired or his/her health would be impaired if he/she were to continue his/her duties.

4. The employee requesting leave under the provisions of Section C shall specify in writing the date on which the disability is anticipated to commence and terminate. Notice to the Director shall be filed at least sixty (60) days prior to the commencement of such leave, unless such leave cannot be anticipated that far in advance, in which case, notice shall be given as soon as practical. In the case of a pregnancy, the employee's physician shall provide a written statement indicating the anticipated due date of the child. In the event the Board disputes the length of the requested leave period, a request shall be made to the Middlesex County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the employee.

5. A non-tenured employee shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such non-tenured employee shall have no right to return to his/her duties in the subsequent school year unless a contract has been offered by the Board and accepted by the employee in accordance with the appropriate statutes.

6. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any employee prior to the employee taking leave or resuming his/her duties and assignment upon the termination of said leave. Such

doctor's certificate shall certify that the employee is in all respects physically capable of discharging the full scope of his/her duties.

D. CHILD REARING LEAVE

1. In the case of the birth of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.
2. Applications for child rearing leave shall be made by the employee to the Director at least sixty (60) days prior to the anticipated birth of the child.
3. Child rearing leave shall be granted to all employees upon request for a period of up to the end of the work year in which the birth of the child occurs. In the case of a tenured employee, such leave may, in the Board's discretion, be extended for one (1) additional work year, provided application is made no later than March 1 of the prior work year, except in the case when the child is born after March 1, the application shall be made not later than July 1. In the event a tenured employee wishes to return to the school after being granted the additional leave, he/she shall notify the Director not later than March 1 of the succeeding year.
4. Any employee adopting a child shall be granted, upon request, a child rearing leave which shall commence upon receiving a de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption. The employee shall notify the Director as soon as application for adoption has been filed, together with a statement of the tentative date upon which de facto custody is to be received. The leave shall continue for the balance of that school year, and may be extended for one additional school year in the Boards' discretion provided application is made no

later than March 1 of the prior work year, except in the case when the child is adopted after March 1, the application shall be made no later than July 1. In the event a tenured employee wishes to return to the school after being granted the additional leave, he/she shall notify the Director not later than March 1 of the succeeding year.

5. A teacher returning from an unpaid leave of absence under D.3. or D.4. above shall be placed in a position within the certification of such teacher.

6. The provisions of Section D shall not be deemed to impose on the Board any obligations to grant or extend a leave of absence to any non-tenured employee beyond the termination date of his or her current contract.

7. No employee on child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute at the Greater Brunswick Charter School in the area of his/her certification. In addition, an employee shall not be denied or deprived of any benefits to which he/she would otherwise be entitled based solely on the fact that child rearing leave was obtained, except that the Board shall not pay medical, dental or pharmaceutical premiums during said leave. However, the Board shall, at the employee's option, at the time of the commencement of said leave, advance the premiums due for such coverage. The employee shall forthwith reimburse the Board for advancement of such premiums on a monthly basis.

8. Nothing above stated shall be construed to deny an employee expanded child rearing leave benefits, which may, in the future be mandated by law.

E. NOTICE OF ACCUMULATED SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year and/or upon reasonable request. All employees shall be credited with all unused sick leave.

F. FUNERAL LEAVE

1. An allowance of five (5) work days will be granted without loss of salary in case of death in the immediate family, provided the first day of leave is taken within two (2) days of either the death or the funeral. Immediate family shall be defined as spouse, parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, sibling, niece, nephew or domestic partner.
2. In cases not covered by F.1. above, in which attendance at a funeral is expected of or incumbent upon an employee, the employee shall be permitted to attend. Such leave will be charged against the employee's personal leave; however, if the deceased is a relative not included in F.1 above, the Board will grant the day off to attend the funeral without charging it against personal leave, only three (3) times per school year.

G. RELEASE TIME FOR PROFESSIONAL DEVELOPMENT

1. Employees may request up to two (2) days absence in each school year for the purpose of visiting other schools for observation, discussion and related professional interests. Requests for such time must be in writing, and must be approved by the Director. However, such an absence may exceed two (2)

days if, in the opinion of the Director, such absence is in the best interest of the school. The Director retains complete discretion over all professional leave.

2. Teachers may request additional time to that provided in the preceding paragraph for purposes of attending professional educational meetings or conventions, workshops, or seminars with the approval of the Director.

H. LEGAL

Time necessary for appearance in any legal proceeding related to the employment of any employee, provided the employee is not adverse to the Board, or in any other legal proceedings in which the employee is subpoenaed by law to attend, provided the employee is not a party to the case, shall be allowed. Employees shall promptly submit a copy of the subpoena to the Director.

I. JURY DUTY

An employee who is summoned for jury duty shall be paid full salary (less any fees received for serving on the jury) for the duration of the service. This clause shall not apply to any employee who volunteers for jury duty.

J. GOOD CAUSE

Other temporary leaves may be granted by the Board pursuant to NJSA 18A:30-7. Any leaves granted under this clause may not be used as evidence of a past practice of the Board in any arbitration or other dispute between the Board and an employee or the Association.

K. PERSONAL BUSINESS

1. Personal business is defined as any activity which requires the personal attention and physical presence of the employee at a time and place that necessitates absence from school up to three (3) days per year may be allowed for personal business. Requests for such leave shall be made at least two (2) working days in advance, except in cases of emergency. If the employee knows of the leave sooner, than the employee shall request the leave as soon as reasonably practicable after such knowledge.

L. MATERNITY LEAVE/OTHER LEAVE

Maternity leave of less than ninety (90) calendar days and other authorized leaves of absence of less than the ninety (90) calendar days shall not be considered to be a break in computing consecutive years of service.

ARTICLE XII

UNPAID LEAVE OF ABSENCE

- A. At the discretion of the Board, any employee may be granted a leave of absence without pay that is not covered elsewhere in this Agreement.
- B. An employee on such unpaid leave of absence, except military leave, does not accrue any leave or any other benefits. No payments will be made to any pension plan or health plan during such leave of absence, unless the employee agrees to bear the costs and such a practice is allowable under the current plan(s) and/or applicable law.
- C. Such leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered and any requested extension may either be granted or denied.
- D. Employees are required to notify the Board or the anticipated date of return, as soon as such date is known to the employee, but in no event less than thirty (30) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.
- E. The Board shall have the sole discretion in matters of such leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XIII

TUITION ASSISTANCE PROGRAM

A. Funding

An allotment of one thousand dollars (\$1,000) in the 2002/03 school year, eleven hundred dollars (\$1,100) in the 2003/04 school year and twelve hundred dollars (\$1,200) in the 2004/05 school year per teacher/teaching assistant shall be available.

In no event, however, shall the total amount expended by the Board in any one year exceed \$6,000 during 2002/03, \$6,500 during 2003/04 and \$7,000 during 2004/05.

In the event more teachers/teacher assistants apply than funding is available for, funds shall be distributed on a first-come, first-served basis. In the event the annual Board totals are not fully expended, the remaining amount will be distributed to those individuals who had over-expended their individual cap. In no event, however, shall any individual shall receive more than fifty percent (50%) above the aforementioned individual caps.

B. Regulations

1. Personnel Eligible

(a) All full time teachers and teaching assistants who have been employed by the Greater Brunswick Charter School for at least one (1) full year.

2. Application Procedure

(a) The teacher or teaching assistant must submit a written request to the Director for review and approval, which is in his/her discretion.

- (b) The Director will inform the teacher or teaching assistant in writing whether the request is approved or disapproved. Upon completion of the course, the teacher shall submit a transcript to the Director.
- (c) All efforts will be made by the applicant to request approval in a timely manner. All efforts will be made by the Director to approve said requests in a timely manner.

3. Approval Regulations

- (a) To be approved, the course/program must benefit both the employee and the GBCS. It must be related to the teacher's or teaching assistant's performance in their present position or in an area designated and approved by the Director. A course/program, which in itself is not directly related to the teacher's or teaching assistant's present position may be approved if this course/program is part of a degree program and is necessary to complete the requirements of the degree. Such a degree program must have prior approval of the Director and must be in a field related to the teacher's or teaching assistant's present position or in an area designated and approved by the Director.
- (b) Courses that may be approved include, but are not limited to:
 - (1) Courses taken towards a Master's Degree in general education or in a specific subject in which the staff member teaches.

- (2) Courses taken for a Master's Degree in guidance and school administration, or for certification in these areas.
 - (3) Approved courses for professional improvement beyond the Master's level. The same restrictions cited previously apply.
 - (4) Courses taken for professional self-improvement in subject areas in which the applicant teaches, i.e., biology, chemistry, English, social studies, etc.
 - (5) Courses taken at such alternative programs as the Director may approve in his/her discretion.
- (c) A grade of "B" or better must be achieved for reimbursement. In the case of a technical program, or alternative training of program, evidence of successful completion of said program shall be necessary for reimbursement.
 - (d) Courses must be taken in an accredited college, university, technical school or approved alternative program.
 - (e) Courses taken cannot be repeated later at the expense of GBCS.

4. Course Verification

The teacher or teaching assistant will submit to the Director the appropriate evidence of successful completion of the course and the grade achieved in a timely fashion. All grades must be submitted by June 30th if available. If grades are not available by June 30th, they will be submitted as soon as possible thereafter.

5. All approvals are subject to the Director's discretion.

6. Reimbursement will be made at the end of the teacher's successful completion of the school year during which the course(s) were completed.

ARTICLE XIV

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for membership in the Brunswick Charter Education Association, Middlesex County Education Association, New Jersey Education Association, and National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under such rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Brunswick Charter Education Association or the New Jersey Education Association by the 30th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations.

B. Certification of Dues

Each of the Associations named above shall certify to the Board, in writing, by September 1 of each year, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice sixty (60) days prior to the effective date of such change.

C. Additional Authorizations

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

D. Procedure for Withdrawal

The filing of notice of an employee's withdrawal shall be prior to July 1 or January 1 and becomes effective to halt deductions as of the respective July 1 or January 1 next succeeding the date on which the notice of withdrawal is filed.

E. Indemnification and Save-Harmless Provision

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

- (1) The Board gives 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.

F. Representation Fee

(1) Purpose of Fee

If any employee identified in Article I, Section A. of this Agreement is not a member of the Association during the term of this Agreement, said employee will be required to pay a representation fee to the Association pursuant to the provisions of Chapter 477, P.L. 1979. The Board will deduct said fee from the salaries of such employees in accordance with provisions set forth below.

(2) Amount of Fee

Prior to the deduction of any representation fee here under, 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 members for said year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

(3) Deduction and Transmission of Fee

The Association will submit to the Board a list of those employees who are not members of the Association for the above period. The Board will deduct the representation fee from the salaries of such employees and transmit such fee to the Association in the same manner and at the same time used for the deduction and transmission of regular membership dues to the Association as set forth in ARTICLE XIV, Section A. of this Agreement thirty (30) days after such employees begin their employment in a bargaining unit position. The Association, will notify the Board in writing of any changes in the list of non-members and/or the amount of representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice. On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a position identified in ARTICLE I, Section A. of this Agreement during the preceding thirty (30) day period. The list will include names, job title, and dates of employment of all such employees.

ARTICLE XV

SCHOOL CALENDAR/WORK YEAR

A. Work Year

The in-school work year for employees shall not exceed one hundred ninety (190) days. The school year for employees shall not begin prior to one(1) week before Labor Day, provided there are at least four (4) working days available before Labor Day. The school year for employees shall end no later than June 30th.

B. Work Day

1. Employees are required to be in attendance for seven and one-half (7 ½) hours per day, as scheduled and assigned by the Director, subject to the completion of the employee's normal daily work responsibilities.
2. Employees shall be entitled to a thirty (30) minute duty free lunch period every day. Teachers shall also be entitled to planning time as follows:
 - (a) when the teacher's students are in an art class, music class, world language class, physical education class and/or health class with a special area teacher who is certified;
 - (b) for two and one quarter (2 1/4) hours on Wednesday afternoons provided school is open for a full day. This time may be utilized for individual planning, group planning, grade level meetings, professional development, and/or staff meetings, in the Director's discretion;

- (c) Teachers and teaching assistants may utilize the time between teacher arrival and student arrival and between student dismissal and teacher dismissal as individual planning time, subject to administrative assignments such as meetings, supervision, parent conference, arrival and dismissal duties or extra help for students. Teachers will not be required to teach classes during this time.
- (d) Teaching Assistants are entitled to a reasonable amount of personal break time during the workday. Such breaks will be scheduled by the Teacher and the Teaching Assistant at mutually agreeable times, barring emergencies.

C. After School and Extra-Curricular Activities

The Director may assign teaching staff to such after school activities, meetings and events (including evenings), including but not limited to school membership meetings and staff meetings as he/she decides are in the best interest of the School. The total number of such activities, meetings and events shall not exceed thirty (30) in any school year. Teaching Assistants shall attend all staff meetings and up to two (2) evening meetings per school year.

ARTICLE XVI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Any employee may request of the Director a change in grade and/or subject assignment. He or she shall file a written statement with the Director requesting such change in assignment.
- B. In the determination of requests for voluntary reassignment, the wishes of the individual employee shall be considered providing that the reassignment does not conflict with the instructional requirements and best interest of the school as determined by the Director. If an employee's request for reassignment has been denied, a renewed or subsequent request for transfer may be made in the following school year. If more than one employee has applied for the same position, the determination to which employee shall receive it shall be based upon the recommendation of the Director as confirmed by the Board.
- C. The determination as to a reassignment shall not be the subject of a grievance.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that all practices, procedures, and policies of the school shall clearly exemplify that there is no discrimination in the hiring, training, assignment, reappointment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin, sex, sexual orientation, domicile, or marital status, except as allowed by law.

B. Separability

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. Compliance Between Individual Contract and Master Agreement

Any individual written agreement between the Board and an individual teacher, heretofore or hereafter executed, shall be the subject to and consistent with the terms and conditions of this Agreement. If any such individual agreement contains any understanding inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Notice

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

1. If by the Association, to the Board of Trustees Chair at the school address.
2. If by the Board of Trustees, to the Association at the home of the President.

E. Daily Rate of Pay

For the purposes of this Agreement, the daily rate of pay for an employee shall be computed at 1/200th of the annual salary (in the case of a ten (10) month employee).

- F. Teachers must turn in all student progress summaries, personal education plans lesson plans, materials, unused supplies, portfolios and assessments at the end of the school year.

ARTICLE XVIII

INSURANCE BENEFITS

- A. The Board agrees to continue to pay the full premiums for the New Jersey State Health Benefits Program (including prescription coverage), subject to paragraph B, for each eligible employee and, where appropriate, for family, husband and wife, or parent and child plan coverage.

In addition, the Board agrees to continue to pay the full premium for the Horizon Blue Cross/Blue Shield "Traditional" Dental Plan for the employee only (subject to paragraph B).

- B. Health Benefits shall be provided only to employees working thirty (30) hours per week or more.
- C. The Board shall have the right to change carriers in its discretion, upon notice to the Association, provided that the benefits are substantially equivalent to the existing ones.

ARTICLE XIX

SABBATICAL LEAVE

- A. On the recommendation of the Director, the Board may, in its sole discretion, permit members of the teaching staff to take a Sabbatical Leave for the purpose of self-improvement and benefit to the school through full time study in the field of teaching.
- B. Such leaves shall be based on the calendar of the GBCS and may not exceed one (1) academic year.
- C. Sabbatical Leaves shall be granted to a maximum of one (1) member of the teaching staff at any one time.
- D. Requests for Sabbatical Leave must be received by the Director no later than December 1, and action shall be taken on all such requests no later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
- E. To be eligible for such leave, the employee must have completed at least seven (7) full consecutive school years of actual teaching service in the GBCS. A employee may receive only one (1) Sabbatical Leave during the employee's employment.
- F. A employee on Sabbatical Leave shall be paid fifty (50%) percent of the salary rate which the employee would have received if the employee had remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any

source, would exceed the employee's regular teaching salary during such period of absence.

- G. Upon return from Sabbatical Leave, a employee shall be placed on the salary schedule at the level which the employee would have achieved had the employee remained actively employed in the school during the period of absence.
- H. The employee shall sign a two (2) year contract prior to the commencement of the Sabbatical Leave, which two (2) year service is fulfilled upon the return of the employee from the Sabbatical Leave. The contract shall not contain a mutual cancellation clause. Failure to fulfill this contract will give the Board just cause to request cancellation of the teaching certificate from the Commissioner of Education. In addition, the Board also reserves the right to seek a proportionate reimbursement of the monies paid the employee while on Sabbatical Leave in the event the two (2) year contract is not fulfilled.
- I. The Board shall have absolute and sole discretion in the matters of granting and denying Sabbatical Leave. A denial or grant of Sabbatical Leave shall not be the subject of a grievance.

ARTICLE XX

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Association nor any person acting in its behalf, nor any employee, will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action interfering with the employees' duties. The Association agrees that such action would constitute a material breach of this Agreement.
- B. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005, subject to negotiations over a successor Agreement as provided in ARTICLE II. All provisions are to be effective on the date of execution of this Agreement.

- B. In Witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals placed hereon, all on the day and year first above written.

**BRUNSWICK CHARTER
EDUCATION ASSOCIATION**

**BOARD OF TRUSTEES
GBCS**

President

President

Witness

Witness

Date: _____

Date: _____