

AGREEMENT

between the

BRIGANTINE EDUCATION ASSOCIATION

and the

BRIGANTINE BOARD OF EDUCATION

July 1, 2008 through June 30, 2011

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PREAMBLE

THIS AGREEMENT entered into this 20th day of November 2008, 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. RECOGNITION

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.

Art Teachers
Bilingual Teachers
Classroom Teachers K-8
Computer Teachers and all other certified staff
ESL Teachers
Foreign Language Teachers
Gifted and Talented Teachers
Guidance Counselors
Home Economics Teachers
Industrial Technology
Instrumental Music Teachers
Learning Disabilities Specialist
Librarians
Non-Supervisory Coordinator of Curriculum and Instruction (12 months)
Nurses
Physical Education Teachers
Psychologist
Reading Teachers
Remedial Reading Teachers
Social Worker
Special Education Teachers
Speech Therapist
TV Production
Vocal Music Teachers

The following non-certificated personnel:

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

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 “support 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 negotiations, 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 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, however, may 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.

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

1. Appointment to, or lack of appointment, or lack of retention in any position for which tenure is not possible or required.
2. 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 from, 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, 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, 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 May 15.
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.
4. Notice of acceptance of employment - If the teaching staff member desires to accept such employment, he shall notify the Board of Education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this Article shall no longer be applicable.

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. After two failed opportunities to pass the examination pursuant to a Board-established time table, the employee shall bear the cost of obtaining the Black Seal License. The Superintendent at his or her sole discretion shall have the right to approve payment for additional coursework after the two examinations. 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.

Beginning in July of 2008-2011 the present custodial salary schedule will be separated into two salary schedules; Black Seal Certificated and Non-Black Seal Certificated. The salary schedule will reflect compensation for Black Seal Certified Staff at \$2,000 additional per step. The Board additionally agrees to fund the agreed upon increment with an additional \$3,000 to be distributed as agreed upon between the BEA and "Board."

The Board has created two salary schedules for full-time custodial staff; Black Seal Certified and Non-Certified Employees.

**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-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 installment on or about the fifteenth of the month.
 - 2. All twelve-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.
 - 6. The Board agrees to provide Direct Deposit Banking to any employee to the bank of their choice upon adequate notification and proper filing of request to the District's Business Office.

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 \$40.86 effective July 1, 2008; \$42.09 effective July 1, 2009, and \$43.35 effective July 1, 2010.

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 compensated at the hourly rate of \$40.86 effective July 1, 2008; \$42.09 effective July 1, 2009, and \$43.35 effective July 1, 2010.

E. Summer Work

Any employee requested to work or perform additional duties outside of the employee's normal work year shall be compensated at the hourly rate of \$40.86 effective July 1, 2008; \$42.09 effective July 1, 2009, and \$43.35 effective July 1, 2010.

F. Detention Supervisor

Any teacher who serves as Detention Supervisor shall be compensated at the hourly rate \$40.86 effective July 1, 2008; \$42.09 effective July 1, 2009, and \$43.35 effective July 1, 2010. Pay for the Detention Supervisor shall be included in the employee's regular paycheck twice a month.

G. Substitute Calling

Any employee responsible for calling substitutes shall receive a stipend of \$2,725.38 effective July 1, 2008; \$2807.14 effective July 1, 2009, and \$2891.36 effective July 1, 2010. Such stipend shall not be included in the employee's base salary effective July 1, 2008. The employee shall work the normal workday except as specified by the Superintendent.

H. Chaperones for Overnight and/or Extended Day Trips

1. Any employee chaperoning any Board approved overnight trip or any Board-approved trip that extends an employee's total workday 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 workday is extended by four (4) hours or more.
2. Ten-month employees will have the option to withhold a sum of money on a biweekly basis for a summer payment. The Board plan will remit these monies to the ABCO credit union each pay. The Association agrees to save the Board harmless as fiscal agent for the plan. The employee shall establish a summer payment account with the ABCO Credit Union.

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 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 an involuntary transfer of an employee, then such employee shall be notified, in writing, of such transfer prior to its initiation. If school is not in session, notification shall be made by certified mail to the employee's home address and summer address, if applicable. Upon receipt of such notification, the employee involved shall have the right to request a conference with the Superintendent to discuss the reason(s) for such transfer.
- D. If vacancies occur between July 1 and September 1, the same posting requirements shall be followed, and the President of the Association shall be notified in writing of the vacancy.

**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 observations 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 observations 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 observations report prepared by his observer at least one 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 teaching staff member shall be observed and evaluated in the performance of her or his duties at least three times during each school year but not less than once during each semester. Said evaluations may cover that period between April 30 of one year and April 30 of the succeeding year except in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.
5. Each tenure teacher shall receive at least one formal observation per school year.
6. Each Support staff employee shall receive at least one 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 the date recognized by statute each year, the Board shall give to each non-tenured teacher and twelve-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.

ARTICLES 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 secured cabinet for personal belongings will be provided for each teacher and secretary.
- 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 there from, 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 of 1974, and that it shall not discriminate against any member of the bargaining unit 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.

1. Employees who use their car for school business including travel to meetings/workshops outside the building will be reimbursed at the current IRS approved rate.

**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, conferences, 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 the 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 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.

G. BEA Liaison

A representative or Liaison from the BEA for one prep per week, as needed, may be released for discussion with the Superintendent at a mutually agreed upon time.

**ARTICLE XII
EXTRACURRICULAR POSITIONS**

- A. Extracurricular 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 extracurricular 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 extracurricular position, if no one applies.
- E. Extracurricular positions and their annual amounts of extra pay shall be as set forth in Schedule F, attached.
- F. In the event extracurricular 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 workday 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. In the case of half-day schedule, teachers agree to a work schedule to comply with N.J.A.C. 6:20-1.3(e) a minimum of four-hour instructional session.

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 workday 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 2007-2008 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 workday.
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 hour after the end of the teacher's normal workday.
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 two and one-half 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 one forty-minute prep per day except in the event of emergency coverage.

ARTICLE XIV SUPPORT 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 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) hour days, and the last day of each week shall be six (6) hours, inclusive of a one hour uninterrupted daily lunch. The Superintendent may allow a four (4) day work week consistent with the work weeks total hours described above. The lunch hour shall still include 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 a one 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 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 hour meal break. Each custodian will be given a work shoe/boot voucher to purchase workboots to support working conditions of safety for all custodians during the workday. Boot description and purchase location will be directed and articulated through the Business Office.

D. Instructional Aides

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

E. Overtime

Any support 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 employee who is "Called Back" at times outside his/her normally scheduled workday, and in addition, works for four (4) hours or more during that same day's regularly scheduled work shift, the employee shall be compensated at a minimum of two (2) hours at the overtime contract rate as "Call Back" compensation. If the custodial employee is "Called Back" and required to work less than four (4) hours during that same day's regularly scheduled work shift, no "Called Back" compensation shall be awarded to the employee. If the accumulated total of the hours worked in any one day exceeds the custodial work as defined in Article XIV, the employee shall be compensated at the overtime rate for the excessive time.

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
SUPPORT STAFF WORK YEAR**

A. Secretarial and Attendance Officer/Data Processor

Twelve-month employees' 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, twelve-month employees' work schedule shall be the same as that worked by the teaching staff. Ten-month employees' work year shall be from September 1 through June 30.

B. Custodial/Maintenance Personnel

Twelve-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-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-month employees' work year shall be from September 1 through June 30.

E. Holidays

1. All twelve-month custodial personnel shall receive eighteen (18) holidays, with pay, including the following seventeen (17) specific holidays. One (1) additional holiday to be used at Independence Day weekend or the NJEA Convention as determined by the administration.

1. Independence
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. December 24
6. December 25
7. December 26
8. January 1
9. Spring Break Friday
10. Spring Break Monday

11. Memorial Day
12. Columbus Day
13. Veteran's Day
14. Martin Luther King Day
- 15-16. President's Weekend (2)
17. One additional; Spring Break Day

*One Custodial Staff attends Convention each year.

2. Custodial employees shall be entitled to one (1) additional holiday with pay per year. The exact date of this holiday will be based upon the structure of the school calendar, and employees will be notified of the date for this holiday by the administration after the Board has adopted the school calendar.

Secretaries, Clerk/Typists, and Attendance Officer/Data Processor shall reflect the present holidays with pay scheduled by the District for all support personnel.

3. If a holiday should fall on a Saturday or Sunday, each support staff employee, (12 months) shall receive one compensatory day for each holiday either on the preceding Friday or following Monday, as determined by the administration.
4. If custodial/maintenance employees are required to work on a holiday due to school being in session, they shall receive one compensatory day to be taken at a time approved by the administration.

F. Vacations

1. All twelve-month employees shall be entitled to the following vacation days per year:
 - a. Up through 5 years of service, 10 days
 - b. Six through 20 years, one (1) additional day per year up to a maximum of 20 days
2. Vacation in the employee's first year, shall be prorated according to the date the employee is hired. No vacation shall be taken by a first year employee until the employee has completed six months of service.

**ARTICLE XVII
PART-TIME EMPLOYEES**

It is agreed that part-time certified staff 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 coverage 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-Month Employees

All twelve-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-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 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 their accumulated sick leave as follows: Effective July 1, 2002, \$60.00 per day up to a maximum per retiree of \$15,000.00.
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, upon retirement, shall be entitled to compensation for eligible unused sick leave payable to a tax-deferred 403b or similar plan. Such payment may be deferred, at the employee’s request, until January 2 following the year of retirement.
5. If an employee dies prior to the date of retirement, then sick 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-month employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

1. Personal Leaves

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 may be granted on days prior to a school holiday or vacation with prior approval of the Superintendent. Unused personal leave days will be accumulated sick leave days after June 30th of each year. A leave of absence under this section of this Article may be granted as to run consecutively with a leave of absence under any other section of this Article with prior approval of the Superintendent.

2. Additional Personal Leave

All twelve-month employees may be granted one 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 by the Superintendent of Schools. Legal notification of such proceedings must accompany the request for legal leave. Such notification may include, but shall not be limited to, court-generated notices, orders, correspondence from judges or arbitrators, and/or disposition notices. The Superintendent may request that a judge, lawyer or other court employee verify attendance at said legal proceeding provide documentation. Documentation must be provided within thirty (30) working days of the completion of the proceedings

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-month employees shall be entitled to the following temporary, non-accumulative leave of absence, without pay:

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, may be granted to an employee by the Superintendent. The decision to grant or not grant such additional leave rests solely with the Superintendent, and it is expressly agreed that his decision is not grievable.

- D. Instructional Aides (5 days per week) and Ten-Month Clerk/Typists

Instructional Aides who work five days per week and ten-month Clerk/Typists shall only be entitled to the temporary leaves of absence as specified in Paragraphs A 1, 4, 5, 6, 7, and 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 Fullbright 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

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

D. Child Rearing Leaves

1. The Board of Education will grant child rearing leave of absence, without pay, to any employee whose child is less than ninety (90) days of age at the time of leave commencement.
2. The employee must apply, in writing, for such leave to the Superintendent or designee at least thirty (30) days prior to the commencement. However, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.
3. Child rearing leave of absence without pay, sick leave, and employee health benefits shall be granted after legally-mandated leave has been exhausted to extend to the end of the first semester or to the end of the current school year. Written application to extend child rearing leave of absence shall be made by May 21 for September to February and by November 30 for February to June.
4. If the legally-mandated twelve-week family leave cannot be completed within the academic school year in which it was requested, the employee shall have the following options:
 - a. To return at the end of the twelve-week family leave of absence;
 - b. To return at the end of the first semester (February), or
 - c. To return at the beginning of the following academic year.
5. Upon request, the Board shall grant a full academic year extended leave of absence without pay, sick leave, and employee health benefits. The request must include the entire academic school year from September through June, and such request must be made by the employee to the Superintendent or designee by April 1 of the previous academic year.
6. Upon request, the Board may grant an additional full academic extended leave of absence without pay, sick leave, and employee health benefits. The request must include the entire academic school year from September through June, and such request must be made by the employee to the Superintendent or designee by April 1 of the previous academic year.
7. A request for a Teacher receiving such leaves shall notify the Board of Education of their intent to return to the District at the end of their approved leave by April 1 of the last year of that leave.
8. Employee shall not advance on the salary schedule during these leaves.
9. Employees under contract on maternity leave may have the opportunity to substitute in the Brigantine School District in the area of his certification or competence at the discretion of the Superintendent.
10. Employees under contract adopting an infant child shall receive similar leave, which shall commence upon his receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

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 D-1 to D-10 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 Paragraphs D-1 to D-10 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 Paragraphs 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 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 school year (September 1 through June 30). Extended personal leave for less than one 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 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

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 Degree, Doctorate Degree, 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 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. A teacher on sabbatical leave (either for one-half 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 school year sabbatical leave.
 - 5. 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-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.

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 current plan, (\$5.00 co-pay) shall be increased to a \$5.00 generic, \$10.00 brand name, and a \$0 mail-order co-pay effective August 1, 2005. The plan will be equal to or better than the current 2007-2008 Benecard Prescription Plan.

F. Dental Insurance Plan

The Board agrees to provide one of the following dental plans for each eligible employee, and where appropriate, coverage for dependents.

G. Employees agree to pay a contributory \$20.00 per month for ten (10) months for each certified staff and \$10.00 per month for ten (10) months for each non-certified staff member for prescription and dental insurance. Payments will be deducted per pay period.

1. The first plan shall provide at least the following coverage and shall be comparable to the plan effective December 23, 1982:

- a. \$1,000.00 maximum per family member per year
- b. Co-insurance: 100% for preventative and diagnostic
- c. No deductibles
- d. Orthodontia - \$1,500.00 lifetime maximum (50% co-insurance)

2. The second plan shall be Delta's Advantage Plan or a comparable plan with a \$1,600.00 yearly maximum. The employee can choose one of the above plans.

G. Optical Reimbursement Plan

The Board agrees to provide an eyeglass plan for each employee and where appropriate coverage for dependants. The plan will have \$0 co-pay with the following:

Service Frequency in Network:

Exam 12 months

Lenses 12 months

Frames 12 months

**ARTICLE XXIII
DEDUCTIONS FROM SALARY**

A. 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 31 0, 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.

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.

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

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 association's 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
(Support 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 discharged 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/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 layoff. Recalls shall be based on seniority in the category.
- 3. In the event that within two years of an employee's layoff, 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 or grievances by this Agreement.

**ARTICLE XXV
BOARD'S RIGHTS**

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 I 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 University 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 University, 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 University rate.
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.
4. Instructional Aides will be reimbursed for course work related to achieving teacher certification or related educational fields upon approval of the Superintendent up to the Rowan University credit hour rate for a maximum of six (6) credits per fiscal year.

**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 to 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 of Education 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, 2008, and shall continue in effect until June 30, 2011. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto this 20th day of November 2008, 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: Matthew Doran _____
President

Attest: Charles Brewin _____
Board Secretary/Business Administrator

Date: _____

BRIGANTINE EDUCATION ASSOCIATION

By: Maryanne Shupin _____
BEA Co-President

Attest: Leonard Long _____
BEA Negotiations Committee Member

Date: _____

By: Regina McHenry _____
BEA Co-President

Attest: Leonard Long _____
BEA Negotiations Committee Member

Date: _____

Salary Schedule A-1

TEACHERS 2008-2009

2008-2009	B+10	B+20	B+30	MA	M+10	M+20	M+30	DOCT	
Step	BA	(0.75%)	(1.50%)	(2.25%)	(4.60%)	(5.73%)	(6.47%)	(7.22%)	(10%)
1	\$42,628	\$42,948	\$43,267	\$43,587	\$44,589	\$45,071	\$45,386	\$45,706	\$46,891
2	42,828	43,149	43,470	43,792	44,798	45,282	45,599	45,920	47,111
3	43,028	43,351	43,673	43,996	45,007	45,494	45,812	46,135	47,331
4	43,228	43,552	43,876	44,201	45,216	45,705	46,025	46,349	47,551
5	44,549	44,883	45,217	45,551	46,598	47,102	47,431	47,765	49,004
6	46,027	46,372	46,717	47,063	48,144	48,664	49,005	49,350	50,630
7	47,516	47,872	48,229	48,585	49,702	50,239	50,590	50,947	52,268
8	49,012	49,380	49,747	50,115	51,267	51,820	52,183	52,551	53,913
9	50,512	50,891	51,270	51,649	52,836	53,406	53,780	54,159	55,563
10	52,007	52,397	52,787	53,177	54,399	54,987	55,372	55,762	57,208
11	56,146	56,567	56,988	57,409	58,729	59,363	59,779	60,200	61,761
12	61,529	61,990	62,452	62,913	64,359	65,055	65,510	65,971	67,682
13	66,911	67,413	67,915	68,416	69,989	70,745	71,240	71,742	73,602
14	72,293	72,835	73,377	73,920	75,618	76,435	76,970	77,513	79,522

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

	2008-2009
Beginning the 11 th school year	3.0%
Beginning the 21 st school year	7.5%
Beginning the 25 th school year	9.0%
Beginning the 30 th school year	10.5%

Salary Schedule A-2

TEACHERS 2009-2010

2009-2010	B+10	B+20	B+30	MA	M+10	M+20	M+30	DOCT	
Step	BA	(0.75%)	(1.50%)	(2.25%)	(4.60%)	(5.73%)	(6.47%)	(7.22%)	(10%)
1	\$44,508	\$44,842	\$45,176	\$45,509	\$46,555	\$47,058	\$47,388	\$47,721	\$48,959
2	44,708	45,043	45,379	45,714	46,765	47,270	47,601	47,936	49,179
3	44,908	45,245	45,582	45,918	46,974	47,481	47,814	48,150	49,399
4	45,108	45,446	45,785	46,123	47,183	47,693	48,026	48,365	49,619
5	46,429	46,777	47,125	47,474	48,565	49,089	49,433	49,781	51,072
6	47,907	48,266	48,626	48,985	50,111	50,652	51,007	51,366	52,698
7	49,396	49,766	50,137	50,507	51,668	52,226	52,592	52,962	54,336
8	50,892	51,274	51,655	52,037	53,233	53,808	54,185	54,566	55,981
9	52,392	52,785	53,178	53,571	54,802	55,394	55,782	56,175	57,631
10	53,887	54,291	54,695	55,099	56,366	56,975	57,373	57,778	59,276
11	58,026	58,461	58,896	59,332	60,695	61,351	61,780	62,215	63,829
12	63,409	63,885	64,360	64,836	66,326	67,042	67,512	67,987	69,750
13	68,791	69,307	69,823	70,339	71,955	72,733	73,242	73,758	75,670
14	74,173	74,729	75,286	75,842	77,585	78,423	78,972	79,528	81,590

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

2009-2010

Beginning the 11th school year
 Beginning the 21st school year
 Beginning the 25th school year
 Beginning the 30th school year

3.0%
 7.5%
 9.0%
 10.5%

Salary Schedule A-3

TEACHERS 2010-2011

<u>2010-2011</u>			B+10	B+20	B+30	MA	M+10	M+20	M+30	DOCT
<u>Actual</u>	<u>New Step</u>	BA	(0.75%)	(1.50%)	(2.25%)	(4.60%)	(5.73%)	(6.47%)	(7.22%)	(10%)
1-3	1	\$46,823	\$47,174	\$47,525	\$47,877	\$48,977	\$49,506	\$49,852	\$50,204	\$51,505
4	2	47,023	47,376	47,728	48,081	49,186	49,717	50,065	50,418	51,725
5	3	48,344	48,707	49,069	49,432	50,568	51,114	51,472	51,834	53,178
6	4	49,822	50,196	50,569	50,943	52,114	52,677	53,045	53,419	54,804
7	5	51,311	51,696	52,081	52,465	53,671	54,251	54,631	55,016	56,442
8	6	52,807	53,203	53,599	53,995	55,236	55,833	56,224	56,620	58,088
9	7	54,307	54,714	55,122	55,529	56,805	57,419	57,821	58,228	59,738
10	8	55,802	56,221	56,639	57,058	58,369	58,999	59,412	59,831	61,382
11	9	59,941	60,391	60,840	61,290	62,698	63,376	63,819	64,269	65,935
12	10	65,324	65,814	66,304	66,794	68,329	69,067	69,550	70,040	71,856
13	11	70,706	71,236	71,767	72,297	73,958	74,757	75,281	75,811	77,777
14	12	76,088	76,659	77,229	77,800	79,588	80,448	81,011	81,582	83,697

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

2010-2011

Beginning the 11 th school year	3.0%
Beginning the 21 st school year	7.5%
Beginning the 25 th school year	9.0%
Beginning the 30 th school year	10.5%

Salary Schedule B

SECRETARIES/CLERK TYPISTS

SECRETARY

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
<u>Level</u>			
1	\$31,744.00	\$33,269.00	\$34,890.00
2	\$32,108.00	\$33,633.00	\$35,254.00
3	\$32,468.00	\$33,993.00	\$35,614.00
4	\$32,829.00	\$34,354.00	\$35,975.00
5	\$34,723.00	\$36,248.00	\$37,869.00
6	\$36,616.00	\$38,141.00	\$39,762.00
7	\$38,509.00	\$40,034.00	\$41,655.00
8	\$44,521.00	\$46,046.00	\$47,667.00
Longevity Beginning			
14th Year	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
	3.0%	3.0%	3.0%

CLERK/ TYPIST – 10 Month

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
<u>Level</u>			
1	\$19,187.00	\$20,335.00	\$21,540.00
2	\$19,387.00	\$20,535.00	\$21,740.00
3	\$19,587.00	\$20,735.00	\$21,940.00
4	\$19,787.00	\$20,935.00	\$22,140.00
5	\$20,157.00	\$21,305.00	\$22,510.00
6	\$22,084.00	\$23,232.00	\$24,437.00
7	\$23,239.00	\$24,387.00	\$25,592.00
8	\$28,660.00	\$29,808.00	\$31,013.00
Longevity Beginning			
14th Year	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
	3.0%	3.0%	3.0%

Any employee assigned the position of Clerk typist/Security Monitor shall receive additional yearly compensation to be included in the employee's base salary as follows:

2008-2009	\$1750.00
2009-2010	\$1750.00
2010-2011	\$1750.00

Salary Schedule C

ATTENDANCE OFFICER/DATA PROCESSOR

Longevity Beginning	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
14 th year	\$45,325.00	\$47,478.00	\$49,733.00

**Salary Schedule D
INSTRUCTIONAL AIDES* - 10 Month**

	STEP	2008-2009	2009-2010	2010-2011
0-5	1	\$19.51	\$20.28	\$21.24
6-15	2	\$20.74	\$21.55	\$22.57
Over 15	3	\$25.53	\$26.52	\$27.78
Longevity Beginning 14th year		3.0%	3.0%	3.0%

*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

CUSTODIAN – NON-BLACK SEAL CERTIFICATED

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
<u>Level</u>			
1	\$20,029.00	\$20,279.00	\$20,529.00
2	\$20,655.00	\$20,905.00	\$21,155.00
3	\$22,015.00	\$22,265.00	\$22,515.00
4	\$22,653.00	\$22,903.00	\$23,153.00
5	\$23,852.00	\$24,102.00	\$24,352.00
6	\$24,663.00	\$24,913.00	\$25,163.00
7	\$25,615.00	\$25,865.00	\$26,115.00
8	\$26,879.00	\$27,129.00	\$27,379.00
9	\$27,806.00	\$28,056.00	\$28,306.00
10	\$28,724.00	\$28,974.00	\$29,224.00
11	\$30,730.00	\$30,980.00	\$31,230.00
12	\$35,215.00	\$35,465.00	\$35,715.00

Longevity Beginning 14 th Year:	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
	3.0%	3.0%	3.0%

CUSTODIAN – BLACK SEAL CERTIFICATED

Level	2008-2009	2009-2010	2010-2011
1	\$22,029.00	\$22,279.00	\$22,529.00
2	\$22,655.00	\$22,905.00	\$23,155.00
3	\$24,015.00	\$24,265.00	\$24,515.00
4	\$24,653.00	\$24,903.00	\$25,153.00
5	\$25,852.00	\$26,102.00	\$26,352.00
6	\$27,663.00	\$26,913.00	\$27,163.00
7	\$27,615.00	\$27,865.00	\$28,115.00
8	\$28,879.00	\$29,129.00	\$29,379.00
9	\$29,806.00	\$30,056.00	\$30,306.00
10	\$30,724.00	\$30,974.00	\$31,224.00
11	\$32,730.00	\$32,980.00	\$33,230.00
12	\$37,215.00	\$37,465.00	\$37,715.00

HEAD CUSTODIAN MAINTENANCE

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:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$4,196.00	\$4,402.00	\$4,617.00

Salary Schedule F

EXTRACURRICULAR ACTIVITIES AND SALARIES

<u>Activity</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Chairperson of Child Study Team	\$7,855.00	\$8,090.00	\$8,333.00
Coaching Stipend	\$2,620.00	\$2,699.00	\$2,780.00
Computer Club	\$2,221.71	\$2,288.00	\$2,357.00
Eighth Grade Advisor	\$2,093.00	\$2,156.00	\$2,220.00
Audio-Visual	\$2,030.00	\$2,091.00	\$2,154.00
Activities/Clubs	\$1,833.00	\$1,888.00	\$1,954.00
Intramurals	\$1,833.00	\$1,888.00	\$1,954.00
Disciplinarian	\$7,855.00	\$8,090.00	\$8,333.00
Game Chaperone	\$96.39	\$99.28	\$102.26
Dance Chaperone	\$96.39	\$99.28	\$102.26
Concert Chaperone	\$96.39	\$99.28	\$102.26
Night Time Activities Chaperone	\$96.39	\$99.28	\$102.26
LPN Certification	\$3,958.29	\$4,077.04	\$4,199.35
Substitute Caller	\$2,725.38	\$2,807.14	\$2,891.36

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

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

Salary Schedule G

NON-SUPERVISORY COORDINATOR OF CURRICULUM AND INSTRUCTION

<u>2008-2011</u>	MA	M+10	M+20	M+30	DOCT
<u>Step</u>	(4.60%)	(5.73%)	(6.47%)	(7.22%)	(10%)
1	\$63,846	\$64,536	\$64,987	\$65,445	\$67,142
2	66,879	67,602	68,075	68,554	70,332
3	70,056	70,813	71,308	71,811	73,673

BRIGANTINE EDUCATION ASSOCIATION OFFICERS 2008-2009

Maryanne Shupin – Co-President
Regina McHenry – Co-President
James Wilkinson – Vice President
Kathleen Sharp - Secretary
Karen Carrington – Treasurer
Deborah Widmann – Membership

BRIGANTINE EDUCATION ASSOCIATION NEGOTIATING COMMITTEE

Kevin Milhous – Chairperson
Karen Antunes
Nathan Goldinher
Linda Gormley
Mark Heenan
Leonard Long
Ruthann Meyer
Amy Seaman
Maryanne Shupin
Lynn Sparks
James Wilkinson

BRIGANTINE BOARD OF EDUCATION

Matthew Doran - President
Helen Coffman - Vice-President
Eleanor Derrickson
Frank Koch, Jr.
Herman Laing
Michelle Maguire, Esq.
David Pepper
Charles Brewin - Board Secretary/Business Administrator
Robert Previti, Ed.D. - Superintendent