

AGREEMENT BETWEEN
BAYSHORE JOINTURE COMMISSION

And

BAYSHORE JOINTURE EDUCATION ASSOCIATION

July 1, 2012 – June 30, 2015

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PREAMBLE

The Agreement entered into this ^{CG} 1st day of July, ~~2013~~ ^{CG} 2012, by and between The Bayshore Jointure Commission, hereinafter called the "Commission", and the Bayshore Jointure Education Association, hereinafter called the "Association".

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ARTICLE I. RECOGNITION

The Commission hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all employed full time and part-time paraprofessionals, full time and part-time certified teachers, full time speech teachers, full time school nurses, and licensed behaviorists (hereinafter collectively referred to as "employee(s)" where applicable), but excluding confidential, administrative, managerial and supervisory positions and excluding substitute paraprofessionals, substitute certified teachers, substitute nurses, substitute behaviorists, and other substitute certified staff not employed for at least six consecutive months, and all other positions not specifically described above.

ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to initiate negotiations over a successor Agreement in accordance with the then existing, legally required procedures.

B. 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.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement, except for past practices established prior to September 1, 2012 which shall not be subject to the grievance procedure or subject to arbitration.

ARTICLE III. GRIEVANCE PROCEDURE

A grievance is solely defined as a complaint by an employee(s) or the Association (hereinafter referred to as the "grievant") about a misinterpretation or misapplication of the terms and conditions or violations of this Agreement which has materially affected an employee(s), but "materiality" shall not affect the grievant's rights to grieve or pursue arbitration.

The grievance procedure shall proceed as described hereafter:

1. For a grievance to be recognized as governed by this procedure, it shall be initiated within fifteen (15) school days from the time when the grievant knew or should have known of its occurrence.

2. The grievance shall first be informally discussed with the grievant's immediate supervisor in an attempt to resolve the matter informally.

3. If, as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant shall, within ten (10) school days after the informal discussion, file a grievance in writing with the immediate supervisor and shall include the following:

a. the specific facts which serve as the basis of the grievance and the alleged injury, loss or inequity suffered, attaching all relevant writings;

b. the specific references to the Agreement provisions which apply to the grievance;

c. the result(s) of the previous informal discussion(s);

d. an explanation of why the employee is dissatisfied with the informal decision rendered; and

e. attaching to the grievance all other evidence to support or explain the grievance.

4. Upon receipt of the grievance, the immediate supervisor will send a copy of the grievance to the Office of the Superintendent.

5. The immediate supervisor will communicate a formal, written decision to the grievant and to the Superintendent within fifteen (15) school days of receipt of the complete written grievance and attachments.

6. Within fifteen (15) school days of the supervisor's written decision, the grievant may appeal the immediate supervisor's decision to the Superintendent. The appeal to the Superintendent shall be made in writing, minimally including the same elements of the grievance as required above in Paragraph 2, together with any decisions previously rendered and specifying all disagreements with those earlier decisions.

7. The Superintendent may attempt to amicably resolve the matter or may communicate a written decision within fifteen (15) school days to the grievant with a copy to the previous decision makers.

8. If the grievance is not then resolved to the grievant's satisfaction, the grievant may, within thirty (30) school days after the decision by the Superintendent, request a review of the grievance by the Board of Directors of the Commission. The request shall be submitted in writing, through the Office of the Superintendent, who will bring the request to the Board of Directors at its next meeting.

9. At its next scheduled meeting following the grievant's request, the Board of Directors may decide to review the grievance and may decide to hold a hearing as part of its review. The hearing will be scheduled to be held at the next scheduled meeting of the Board of Directors following its decision to hold a hearing which the grievant shall attend in the event further information is needed. The Board's decision will be rendered in writing within ten (10) school days after its review/hearing. The decision of the Board shall be final unless it is subject to arbitration.

10. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure by the grievant to timely appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision.

11. If the Association is not satisfied with the Board of Director's disposition of the grievance and provided the grievance claims only a violation of the express, written terms of this Agreement and past practice established after September 1, 2012, the grievant may submit the grievance to binding arbitration by filing with PERC.

12. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not add or subtract anything from this Agreement.

13. The costs of the arbitrator's services and any cost associated with the location for the arbitration shall be borne equally by the Commission and the Association, with all other expenses incurred by a party to be paid by the party so incurring.

ARTICLE IV. EMPLOYMENT PROCEDURES

A. Any employee resigning from his/her position shall give thirty (30) calendar days' notice to the Superintendent of the Commission, but may, upon request, be released earlier subject to the Superintendent's discretion.

B. A disciplinary reprimand of an employee, disciplinary withholding increments from an employee and a termination of the employment of an employee by the Commission for disciplinary reasons, which shall not apply to a contract non-renewal of employment, shall be for just cause and arbitrated pursuant to the grievance procedure.

C. After the paraprofessional has exceeded four years of employment with the Commission, the employment of a paraprofessional may be terminated by the Commission for the paraprofessional's poor performance provided the paraprofessional first receives at least 60 days' written notice of the performance deficiencies, and further provided that the identified deficiencies, during the 60-day period, are further documented as not having been corrected after the paraprofessional's receipt of the notice.

D. In the event of a reduction of force, the employment of paraprofessionals, who have not exceeded four calendar years of paraprofessional employment with the Commission, may be terminated without regard to their date of employment. In the event of a reduction of force, the employment of paraprofessionals, who have exceeded four calendar years of paraprofessional employment with the Commission, may only be terminated according to the order of their date of hire, with the

most recently employed paraprofessional being terminated first and thereafter proceeding in date order to the latest employed paraprofessional.

ARTICLE V. EMPLOYEE RIGHTS AND PRIVILEGES

A. Whenever any employee is required to appear before any administrator or supervisor, Commission or any committee (or member thereof) concerning any matter which is disciplinary in nature, the employee shall be entitled to have a representative(s) of the Association present during such meeting or interview.

B. No employee shall be prevented from wearing Association membership identification materials, provided such materials do not represent a safety hazard as determined by the Superintendent in his/her sole but reasonable discretion.

ARTICLE VI. ASSOCIATION RIGHTS

A. Use of School Buildings - Upon two (2) school days' advance request, the Superintendent in her/his sole discretion, will permit the Association to conduct its official business on school property. The Association may utilize a building telephone, telefax machine, utilize a computer or like device, its word programs and its internet connection and photocopiers, provided the use occurs following school hours, provided it is during a time when the building is supervised by an administrator or custodial staff, provided that the use shall not interfere with or interrupt the school, building, administrative or custodial functions and provided that such equipment is physically present in the school building and is in good working order.

B. The Association may hold at least two meetings per school year with its members any time following student dismissal and provided that meeting dates have been approved by the Principal at least one week in advance.

C. (1) Whenever the President of the Association and the Superintendent mutually agree that the Association President may participate during working hours in negotiations, grievance proceedings, hearings, conferences and/or meetings, he or she shall suffer no loss in pay.

(2) Provided the Association President's work assignment is substituted for, OR a grievance requires Association presence, OR a Board of Directors' agenda topic is relevant to this Agreement, the Association President has notified the Superintendent that an issue(s) relevant to the Association is present on the agenda has discussed the agenda item with the Superintendent in advance of the Board of Directors

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meeting, and it is agreed by the Association President and the Superintendent that the Association President's presence is advisable for the agenda issue(s), the Board will release, without loss of pay, the Association President and permit her or him to attend the relevant Board of Directors meetings scheduled prior to the work day.

D. The Association President shall be copied with the agenda of the Board of Directors meeting at the time the agenda is sent to the Directors and with the minutes of the Board of Directors meeting once approved.

ARTICLE VII. PERSONNEL FILE

A. Best efforts will be utilized in filing material relevant to an employee's performance, conduct, service, qualifications and employment in a personnel file. The employee may respond in writing to any material relevant to performance, discipline or conduct filed in the file and the employee shall be copied with such material upon filing.

B. The employee may review the contents of his/her personnel file, provided the employee gives three (3) school days' advance notice. The employee may obtain copies of any documents contained therein, but the copies shall be at the employee's expense at the cost permitted by the Open Public Records Act (or an equivalent successor statute) if the number of pages to be copied exceeds 50 pages. The copies shall be provided within fourteen (14) school days of the employee's written request. A representative of the Association may accompany the employee during such personnel file review and a representative of the Commission may be present during the review.

C. The Commission shall treat as confidential all references supplied by the employee.

ARTICLE VIII. WORK YEAR

A. The work year for the employees may consist of as many as one hundred eighty-six (186) days, not to include July and August, with the school calendar to be set by the Commission. The Association may provide non-binding input towards the schedule.

ARTICLE IX. WORK DAY

A. The employees' work day shall consist of a maximum of [seven hours] inclusive of a thirty (30) minute, duty-free lunch period daily, the times of the work/student day shall be determined by the Superintendent prior to the beginning of the regular school year and may be changed by the Superintendent thereafter for good reason and with notice to the employees.

ARTICLE X. WORK WEEK, ATTENDANCE POLICY

WORK HOURS/LATENESS/ABSENCE/DOCTOR'S NOTE

- A. The Commission may operate up to five days a week.
- B. During each work day, employees shall minimally arrive 15 minutes before the scheduled arrival of the students and shall not leave earlier than 30 minutes after the students' dismissal.
- C. Employees shall attend up to six (6) meetings per month, as may be scheduled by the administration at any time during the work day, including during the teachers' preparation periods. In the event of a failure to attend, the employee may be required to attend a make-up session during or after the work day.
- D. The teachers' preparation period of 30 minutes in length shall occur three times during the work week and shall be utilized during the student day.
- E. If for any reason employees anticipate that they may be late for work, the employee shall notify the Commission at its designated telephone number prior to 7:00 a.m. and leave a voice message so indicating, unless the notification is prevented by emergent circumstances, which emergency is documented and supplied to the Superintendent within two days of the tardiness.
- F. If an employee expects to be absent from work for any other reason, the employee shall notify the Commission at its designated telephone number before 9:00 p.m. the day before the absence so indicating, unless the notification is prevented by emergent circumstances, which emergency is documented and supplied to the Superintendent within two days of the absence.

G. Employee absences greater than any two (2) days in length, regardless as to whether the absences are consecutive or non-consecutive, which occur on Fridays, on Mondays, on work days before or after any day when school is scheduled to be closed or is closed, or for each day of absence, after an employee's cumulative absences exceed ten (10) days per school year, shall be explained by a doctor's letter, specifying the diagnosis, prognosis and all other necessary information to explain the absence is for a genuine health problem. Submitted doctor's letters regarding said absences may be referred by the Superintendent for review by the Commission's physician, and the Commission physician may, if he or she deems it necessary, pursue further communication with the attending doctor and report as to the validity of the absence(s) to the Superintendent. The intent behind the Commission's physician's participation is to employ best efforts to maintain the confidentiality of an employee's genuine health condition, but if the Commission's physician opines that a genuine health problem has not been presented by the employee's doctor, then the employee waives confidentiality and the health information supplied by or on behalf of the employee shall be released to the Commission for its use associated with any employment action.

ARTICLE XI. HEALTH AND DENTAL INSURANCE

A. All employees working 25 hours or greater per week shall be enrolled in the State Health Benefits Direct 15 Health Plan and a dental plan, single status coverage only. The Commission shall only pay its portion of the health and dental insurance premiums for single status enrollment only.

B. Employees employed prior to September 1, 2013 and who total greater than four (4) calendar years of employment may choose the NJ Direct 10 Plan or a less expensive plan and may elect single, couple, parent/child or family coverage levels. As to these employees, the Commission shall only pay its portion of the health and dental insurance premiums for the chosen coverage level.

C. Any employee, who wishes greater health or dental insurance coverage, may purchase the plan or coverage via payroll deduction.

ARTICLE XIII. DEDUCTIONS FROM SALARY

A. Deductions from the employees' salaries for dues for Bayshore Jointure Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Commission to deduct, shall be made in compliance with law and under rules established by the State of New Jersey and its departments. Said monies and records of the payments shall be transmitted, as the employee directs, to such person as may be designated by the Association.

B. Each of the Associations named above shall certify to the Commission, in writing, the current rate of its membership dues. Any Association, which may change the rate of its membership dues, shall provide the Commission written notice sixty (60) days prior to the effective date of such change.

C. Direct deposit of employee salaries shall apply to all employees newly employed after June 30, 2013.

ARTICLE XIV. SICK LEAVE

A. Sick Leave shall accrue at the rate of one day for each month, limited to a maximum of ten sick days per school year of employment for all full time employees, unless the employee is a newly hired employee having been without the opportunity to accumulate sick days, in which case four (4) sick days shall immediately accrue at the time of the illness occurring between September and December of the employee's first year of employment with the balance of the six sick days to begin accruing on January 1.

B. Upon retirement and the confirmation of retirement from TPAF or PERS, as applicable, and provided ten (10) years of full-time employment have been completed with the Commission, employees shall receive \$35.00 per unused sick day up to maximum amount of \$3,500.00.

C. All unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE XV. TEMPORARY LEAVES OF ABSENCE

A. Paraprofessionals shall be granted a total of three (3) days leave per school year for personal, legal, business, or religious matters which require attendance during the work day. Teachers shall be granted a total of two (2) days' leave per school year for personal, legal, business or religious matters which require attendance during school hours. "Additional days" leave may be granted by the Superintendent upon compliance with this Article.

B. Requests for all personal leave shall be made at least three (3) school days in advance of the date requested or as soon as possible if it is documented as an emergency.

C. Any request for "additional days" shall be made in writing to the Superintendent and shall include the date(s) of the day(s) requested, the reason(s) for the request and any available documentation supporting the request.

D. No personal leave shall be granted before or after a day when school is closed without special permission from the Superintendent.

E. Employees shall be entitled up to the following days of leave per occurrence:

a. in the event of death of an employee's spouse (to include partners in legally licensed and documented civil unions or domestic partnerships) (4 days),

b. child (4 days),

- c. son-in-law (2 days),
- d. daughter-in-law (2 days),
- e. parent (4 days),
- f. mother-in-law (2 days),
- g. father-in-law (2 days),
- h. brother (4 days),
- i. sister (4 days),
- j. brother-in-law (2 days),
- k. sister-in-law (2 days),
- l. grandparent (4 days), or
- m. grandchild (4 days),

provided the death is evidenced by an obituary or other written proof of death submitted to the Office of the Superintendent. If an obituary or other written proof of death is not available on the date of the employee request, the written proof shall be submitted within seven (7) business days of the date of request.

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ARTICLE XVI. EXTENDED LEAVES OF ABSENCE

A. If not an emergent leave, the employee shall give ninety (90) days' notice of the anticipated commencement date of any leave to the Office of the Superintendent.

B. The Board of Directors may require medical certification of an employee's fitness to return to work after a leave.

C. Employees shall be restricted to leaves of absence made pursuant to the Federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("FLA"). If a leave is taken for the employee's own illness pursuant to the FMLA, the employee shall simultaneously use the employee's sick leave entitlements.

D. If additional time is required by the employee beyond the time periods permitted by the FMLA or the FLA, the Board of Directors in its sole discretion may extend the leave. To apply for such permission, the employee shall submit a certification from the employee's treating physician, but if the submitted doctor's certification is incomplete as determined by the Superintendent, the employee is responsible for arranging with the treating physician to communicate with a representative of the Commission so as to answer questions relevant to the leave request which the Commission may have.

E. Any request for additional leave beyond FMLA/FLA allowances for the following school year shall be made before April 1.

F. After a discretionary extension of leave by the Board of Directors, failure to apply for reinstatement during the school year in which the leave was granted

shall be considered a resignation. Application for reinstatement shall be made by April 1 of the school year.

ARTICLE XVII. PROFESSIONAL DEVELOPMENT

A. Subject to the satisfaction of the conditions set forth hereafter in Paragraph D, the Commission shall pay full cost of tuition and other reasonable expenses incurred in connection with any courses (not to include graduate credits), workshops, seminars, conferences, in-service training sessions, or other such sessions for certified staff members (including the nurse, speech teachers and behaviorists), and for paraprofessionals who (1) hold a bachelor's degree, (2) have been employed by the Commission for greater than four (4) years, and (3) whose tuition reimbursement shall be used to satisfy the requirements for the acquisition of a teaching endorsement in special education, when such is required and/or requested by the Commission to take.

B. Subject to the satisfaction of the conditions set forth hereafter in Paragraph D, certified staff member employees (including the nurse, speech teachers and behaviorists), who work for the Commission at least twenty-five (25) hours per week and successfully complete courses for graduate credit and also paraprofessionals, who (1) hold a bachelor's degree, (2) who have been employed by the Commission for greater than four (4) years, and (3) whose tuition reimbursement shall be used to satisfy the requirements for the acquisition of a teaching endorsement in special education, shall be reimbursed by the Commission for tuition expenses at the rate of 75% of the Rutgers State University.

C. Subject to the satisfaction of the conditions set forth hereafter in Paragraph D, certified staff member employees (including the nurse, speech teachers and behaviorists), who work for the Commission at least twenty-five (25) hours per week and also successfully complete courses which are relevant to their assignment and/or which are so specifically required by the State Department of Education, and paraprofessionals, who (1) hold a bachelor's degree, and (2) who have been employed by the Commission for greater than four (4) years, and (3) whose tuition reimbursement shall be used to satisfy the requirements for the acquisition of a teaching endorsement in special education, shall be reimbursed by the Commission for tuition expenses at 75% of the Brookdale Community College or the Ocean County College tuition fee. Reimbursement will be paid based on the tuition fees of the community college attended, provided the community college satisfies the statutory definition of administration of higher education set forth herein. If a certified staff member employee or paraprofessional chooses to attend a community college other than Brookdale or Ocean County, provided the community college satisfies the statutory definition of an institution of higher education set forth herein, the Commission shall only reimburse that employee up to 75% of higher tuition between Brookdale and Ocean County Community College.

D. The following conditions shall apply to any reimbursement for tuition:

1. Except for Paragraph A above, the total of tuition reimbursement amounts shall not exceed \$15,000.00 during each fiscal year (July 1 to June 30) for all employees.

2. No employee will be reimbursed for more than six (6) credits per fiscal year or more than \$3,000.00 per fiscal year (July 1 to June 30) unless Paragraph E (hereafter) is applicable.
 3. The courses to be taken shall be taken at a duly authorized institution of higher education, be approved prior to enrollment by the Superintendent and shall be within the employee's current or future job responsibilities at the Commission.
 4. Unless waived by the Superintendent as set forth hereafter, the employee shall obtain approval prior to registration/enrollment for the course(s) taken. A course description and the number of credits to be granted shall be submitted with the request for approval at least twenty (20) school days prior to registration/enrollment. The 20 school day requirement may be waived but only if a course is closed out and a substitute course which meets the criteria outlined herein is available at the same institution.
 5. Reimbursement shall only be made if the employee has earned a grade of B+ or better in the course. A pass/fail grade shall not be acceptable for any course for which reimbursement is requested unless specifically approved by the Superintendent. Submission of an official transcript shall be submitted to the Superintendent prior to reimbursement. Reimbursement is to begin within forty-five (45) days after the course grade is submitted.
 6. Upon the employee's documented completion of a pre-approved course in accordance with the Paragraphs above, the Commission shall pay half of the total amount of the reimbursement due within forty-five (45) calendar days of the submission of written proof to the Commission that the full, total tuition has been paid, which written submission shall include the final grade transcript. The second half of the total amount due may be paid approximately twelve (12) months later, provided the employee is then employed with the Commission. If the employee is no longer so employed, no payment shall be due and shall not be made. Eligibility for tuition reimbursement will be determined by the chronological receipt of reimbursement requests (first come, first served).
- E. The credit and dollar limitations set forth in D.1. above shall be relaxed, if a balance of the tuition fee maximum of \$15,000.00, as referred to in Paragraph B above, is not committed to an employee(s) for a course(s) during the fiscal year and remains

available for tuition reimbursement after February 1 of the relevant fiscal year, in which case employees may apply on a first come basis, consistent with this Article, for a total fiscal year tuition reimbursement not to exceed nine (9) credits.

ARTICLE XVIII.
SCHOOL FUNCTIONS BEYOND THE NORMAL DAY/YEAR

A. Employees may not be obligated by the Commission to incur expenses for the Bayshore program, including but not limited to, field trips. Any employee incurred expense for the Bayshore program shall not be subject to reimbursement by the Commission unless the expense is pre-approved in writing by the Superintendent or her/his designee.

B. Teachers shall participate and attend evening parent conferences, as scheduled by the Commission, provided the teacher work day of the scheduled conferences concludes thirty (30) minutes following student dismissal on that day. On parent conference days, the work day for the paraprofessionals shall conclude thirty (30) minutes following the student dismissal, unless a paraprofessional staff meeting is scheduled.

C. Teacher shall participate and attend "Back to School Night" once per school year.

ARTICLE IX.

NOTICE OF EMPLOYMENT OPPORTUNITIES TO THE ASSOCIATION

A. The Commission shall post full time, teacher and paraprofessional employment opportunities on a Commission website, which website address shall be provided to the Association for dissemination to the employees, and shall e-mail the employment opportunities to the Association President at least five (5) days in advance of the employment application deadline.

ARTICLE XX. SUBCONTRACTING

B. Prior to entering into a subcontracting agreement, the Commission shall:

1. Provide written notice to the Association not less than twenty (20) days after the Board authorizes a subcontracting possibility to replace teachers, nurses, behaviorists, speech teachers or paraprofessionals.

2. In its written notice, offer the Association the opportunity to meet and consult with the Board to discuss the decision to subcontract, and any other then legally required topic; this duty shall not preclude the Board's right to subcontract.

ARTICLE XXIII.

THE TERMS AND CONDITIONS OF THE
EXTENDED SCHOOL YEAR

A. The extended school year for the employees may consist of as many as thirty (30) working days.

B. The employees' work day shall consist of 6 hours, which 6 hours shall include a 30-minute, duty free lunch, which shall commence at the end of the students' school day.

C. Per diem compensation for regularly employed teachers, nurses, paraprofessionals, speech teachers and behaviorists shall be set in accordance with the following formula:

The Next Year's Regular Salary
of the Employee Computed (as of 7/1) = "A"

200-day work year
"A" = "B"

Number of hours of school
day during regular school year

"B" x hours in ESY school day = ESY per diem compensation

D. For paraprofessionals who are employed during the school year, but who are employed during an ESY as a teacher, the ESY salary shall be based on Step 1 of the teacher salary schedule per the above formula.

E. Employees employed during the school year shall have 15 calendar days following the posting for the ESY positions to exercise their rights of first refusal to the posted positions. At the expiration of those 15 days, the Commission may employ non-regular staff members to fill any open positions at any per diem rate which may be set by the Commission in its sole discretion.

F. During each ESY, the Commission may schedule up to three "meetings" of 30 minutes in length during the employee lunch and/or prep period and if the meetings occur during the staff lunch, the Commission shall be responsible for providing lunch for the employees at its cost.

ARTICLE XXIV. DAMAGED CLOTHING AND EYEGLASSES

Subject to the terms set forth hereafter, the Commission shall reimburse an employee the reasonable cost for employee clothing and prescription eyeglasses damaged by Commission students during the student day, provided the following conditions are completely satisfied:

(1) Employees shall comply with the Commission dress code during the work day, which shall include but not be limited to, wearing Commission issued shirts and employee purchased khaki pants and shoes; a single reimbursement to the employee for pants and shoes shall not exceed the value of \$75.00;

(2) For reading glasses, the employee's reimbursement shall not exceed the value of \$25.00;

(3) For prescription eyeglasses for distance, including bifocal and trifocal lenses, the employee's reimbursement shall not exceed the value of \$100.00;

(4) In the event of damage to clothing, shoes or eyeglasses, the employee shall provide immediate notice of the damage to the Principal, that is by the end of school day, by providing the damaged article and an incident report thoroughly describing who was involved, where it happened, the names of witnesses, how it happened, and all other factual details requested by the Principal.

(5) Within one calendar week of the dates of the sworn statement of loss, the employee shall provide proof of the employee's purchase price of the damaged clothing or eyeglasses and its date of purchase and certify that the employee has no other method of reimbursement for the damage;

(6) Subject to the full satisfaction of these conditions and the "not to exceed" values set forth above, the Commission may, at its option, repair, replace the damaged article or choose to reimburse the employee for the damaged article in accordance with the following value schedule:

(a) for items purchased within six months of the statement of loss date, reimbursement shall be set at 80% of the documented purchase price;

(b) for items purchased greater than six months but within one year of the statement of loss date, reimbursement shall be set at 75% of the documented purchase price;

(c) for items purchased greater than one year but within 1.5 years of the statement of loss date, reimbursement shall be set at 50% of the documented purchase price;

(d) for items purchased greater than 1.5 years but within two years of the statement of loss date, reimbursement shall be set at 25% of the documented purchase price;

(e) for items purchased within greater than two years but less than three years of the statement of loss date, reimbursement shall be set at 10% of the documented purchase price; and

(f) for items purchased within greater than three years of the statement of loss date, reimbursement shall be set at 0% of the documented purchase price.

ARTICLE XXV. AGENCY SHOP

1. If an employee does not become a member of the Association during any membership year (7/1 to 6/30) which is covered in whole or in part by this Agreement, the employee shall be required to pay a representation fee to the Association for that membership year. The purpose of this fee shall be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

3. Monthly during each membership year covered in whole or in part by this Agreement, the Association shall 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 the representation fee, in equal installments, as nearly as possible, from the salary paycheck paid to each employee on the aforesaid list during the remainder of the relevant membership year.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by *N.J.S.A.* 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not available, the employer shall immediately cease making the above-described deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but if the Board shall be compelled to do so, the Association shall reimburse the Board for all such reasonable costs incurred in defending or participating in such litigation.

ARTICLE XXVI

PARAPROFESSIONAL EVALUATION

The performance of paraprofessionals shall be, at a minimum, yearly observed and evaluated. The elements of the evaluation shall generally conform to the paraprofessional job description, which, together with the paraprofessional evaluation instruments, shall be provided and explained to the paraprofessionals during September of each school year.

ARTICLE XXVII

PARAPROFESSIONAL DEVELOPMENT

A. The Commission shall provide during the workday a minimum of four (4) hours of professional development sessions per year, which the paraprofessionals shall attend.

B. At the expense of the Commission, which calendar year expense shall not exceed \$1,000.00, two paraprofessionals who volunteer and are chosen by the committee described hereafter shall attend the Autism N.J. event during two work days, provided the attending paraprofessionals present a minimum of one hour of professional development session(s) to the paraprofessionals within two (2) weeks of their return from the event. A committee comprised of the Shore Center principal, a teacher and a paraprofessional shall choose the attending paraprofessionals from a pool of volunteering

paraprofessionals with the teacher and paraprofessional to be chosen by the Association membership.

ARTICLE XVIII. SALARY

A. The salary of each employee covered by this Agreement is set forth in Schedule A which is attached and made a part hereof.

B. In the event a calculation for employee compensation becomes necessary for any compensation which is not expressly set forth in this Agreement, the compensation shall be computed on a per diem basis utilizing a two hundred (200) day work year.

ARTICLE XXIX. DURATION OF EMPLOYMENT

This Agreement shall be implemented as of July 1, 2012 and shall continue in effect until June 30, 2015.

ARTICLE XXX – MISCELLANEOUS PROVISIONS

A. 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.

B. Any individual contract or annual salary between the Commission and an individual, theretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

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

If by Association, to the Superintendent of the Commission at:

If by Board, to the President of the Association at:

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the President, attested by its Secretary and its corporate seal to be placed hereon.

Attest:

By: Kathleen Mandeville
Kathleen Mandeville, Board
Secretary

BAYSHORE JOINTURE
COMMISSION

By: Joseph Annibale
Joseph Annibale, President

Attest:

By: Alicia Tobias

BAYSHORE JOINTURE EDUCATION
ASSOCIATION

By: Chrystal Gerding
Chrystal Gerding, President

SCHEDULE A-1

Teacher Salary Guides - Year 1 (2012-2013)

		1,400	5,610	7,650
Step	BA	BA+30	MA	MA+30
1	45,880	47,280	51,490	53,530
2	46,180	47,580	51,790	53,830
3	46,600	48,000	52,210	54,250
4	47,110	48,510	52,720	54,760
5	47,976	49,376	53,586	55,626
6	49,045	50,445	54,655	56,695
7	50,165	51,565	55,775	57,815
8	51,165	52,565	56,775	58,815
9	52,430	53,830	58,040	60,080
10	54,060	55,460	59,670	61,710

Teacher Salary Guides - Year 2 (2013-2014)

		1,400	5,610	7,650
Step	BA	BA+30	MA	MA+30
1	46,355	47,755	51,965	54,005
2	46,655	48,055	52,265	54,305
3	47,075	48,475	52,685	54,725
4	47,585	48,985	53,195	55,235
5	48,460	49,860	54,070	56,110
6	49,520	50,920	55,130	57,170
7	50,640	52,040	56,250	58,290
8	51,465	52,865	57,075	59,115
9	52,630	54,030	58,240	60,280
10	54,160	55,560	59,770	61,810

Teacher Salary Guides - Year 3 (2014-2015)

		1,400	5,610	7,650
Step	BA	BA+30	MA	MA+30
1	46,710	48,110	52,320	54,360
2	47,010	48,410	52,620	54,660
3	47,430	48,830	53,040	55,080
4	47,940	49,340	53,550	55,590
5	48,815	50,215	54,425	56,465
6	49,875	51,275	55,485	57,525
7	50,995	52,395	56,605	58,645
8	51,820	53,220	57,430	59,470
9	52,815	54,215	58,425	60,465
10	54,225	55,625	59,835	61,875

AT
CG

SCHEDULE A-2

Speech Salary Guides - Year 1 (2012-2013)

Step	BA	4,000	5,625	8,500
		BA+30	MA	MA+30
1	44,375	48,375	50,000	52,875
2	46,260	50,260	51,885	54,760
3	48,145	52,145	53,770	56,645
4	50,030	54,030	55,655	58,530
5	51,915	55,915	57,540	60,415
6	53,800	57,800	59,425	62,300
7	55,685	59,685	61,310	64,185
8	57,570	61,570	63,195	66,070
9	59,455	63,455	65,080	67,955
10	61,340	65,340	66,965	69,840
11	63,225	67,225	68,850	71,725
12	65,823	69,823	71,448	74,323

Speech Salary Guides - Year 2 (2013-2014)

Step	BA	4,000	5,625	8,500
		BA+30	MA	MA+30
1	44,875	48,875	50,500	53,375
2	46,760	50,760	52,385	55,260
3	48,645	52,645	54,270	57,145
4	50,530	54,530	56,155	59,030
5	52,415	56,415	58,040	60,915
6	54,300	58,300	59,925	62,800
7	56,185	60,185	61,810	64,685
8	58,070	62,070	63,695	66,570
9	59,955	63,955	65,580	68,455
10	61,840	65,840	67,465	70,340
11	63,725	67,725	69,350	72,225
12	66,183	70,183	71,808	74,683

Speech Salary Guides - Year 3 (2014-2015)

Step	BA	4,000	5,625	8,500
		BA+30	MA	MA+30
1	45,375	49,375	51,000	53,875
2	47,260	51,260	52,885	55,760
3	49,145	53,145	54,770	57,645
4	51,030	55,030	56,655	59,530
5	52,915	56,915	58,540	61,415
6	54,800	58,800	60,425	63,300
7	56,685	60,685	62,310	65,185
8	58,570	62,570	64,195	67,070
9	60,455	64,455	66,080	68,955
10	62,340	66,340	67,965	70,840
11	64,225	68,225	69,850	72,725
12	66,603	70,603	72,228	75,103

MT
CG

SCHEDULE A-3

Behavior Salary Guides - Year 1 (2012-2013)

Step	BA	BA+30	MA	MA+30
		2,562	5,625	8,500
1	56,000	58,562	61,625	64,500
2	57,000	59,562	62,625	65,500
3	58,000	60,562	63,625	66,500
4	59,000	61,562	64,625	67,500
5	59,833	62,395	65,458	68,333

Behavior Salary Guides - Year 2 (2013-2014)

Step	BA	BA+30	MA	MA+30
		3,555	5,625	8,500
1	56,400	59,955	62,025	64,900
2	57,400	60,955	63,025	65,900
3	58,400	61,955	64,025	66,900
4	59,400	62,955	65,025	67,900
5	60,233	63,788	65,858	68,733

Behavior Salary Guides - Year 3 (2014-2015)

Step	BA	BA+30	MA	MA+30
		4,000	5,625	8,500
1	57,379	61,379	63,004	65,879
2	58,379	62,379	64,004	66,879
3	59,379	63,379	65,004	67,879
4	60,379	64,379	66,004	68,879
5	61,212	65,212	66,837	69,712

CG

SCHEDULE A-4

Paraprofessional Salary Guides

Step	2011-12	2012-13	2013-14	2014-15
1	16,500	16,830	17,500	17,978
2	16,830	17,500	18,028	18,506
3	17,500	18,028	18,479	18,957
4	18,028	18,479	19,050	19,528
5	18,479	19,050	19,593	20,071
6	19,593	19,593	20,315	20,793
7	20,315	20,315	20,420	20,898
8	20,420	20,420	21,179	21,657
9	21,179	21,179	21,700	22,178
10	21,882	22,054	22,236	22,716

AA
CG