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**A G R E E M E N T**

**BETWEEN**

**The Brigantine Board of Education**

**AND**

**The Brigantine  
Education Association**



**COVERING THE PERIOD**

**JULY 1, 1970**

**to**

**JUNE 30, 1971**

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This Agreement entered into this 17th day of December 1969, 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 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the 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

The Board of Education 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 full-time certificated personnel under

**contract to the Brigantine Board of Education:**

**Classroom Teachers K-8  
Vocal Music Teachers  
Instrumental Music Teachers  
Physical Education Teachers  
Learning Disabilities Specialist  
Nurses  
Speech Therapist  
Psychologist  
Remedial Reading Teacher  
Librarians  
Art Teacher**

**Specifically excluded are the Superintendent and the principals.**

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

**A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.**

**B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection, all financial records and data, and informa-**

tion pertinent thereto of the Brigantine School District, upon request.

C. Neither party in any negotiation shall have any 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.

D. 1. Representatives 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.

2. 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.

E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in this Agreement with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with

respect to any such matter covered by this Agreement.

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

##### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. 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 teacher 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 the adjustment is not inconsistent with terms of this Agreement.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. **Level I.** A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally.

A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) school days of its occurrence. A decision shall be made within five school days after presentation of the grievance at this level.



**Level II.** A grievance may be filed with the Superintendent within five school days after the decision is made at Level I. The Superintendent shall render a decision within five school days after receiving the written grievance.

**Level III.** A grievance may be filed with the Board of Education within five school days after the Superintendent's decision. The Board of Education shall make a decision of the grievance within thirty school days after receipt of the grievance.

**Level IV.** A grievance may be submitted to advisory arbitration within ten school days after the Board of Education's decision.

#### **D. Costs**

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

#### **E. 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 a teacher 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 I.

#### **F. 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 reason of such participation.

#### **G. Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure.

#### **H. Miscellaneous**

1. All unsatisfactory decisions rendered to the aggrieved person at Levels I, II, III and IV, shall be in writing, setting forth the decision and the reason or reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.

## ARTICLE IV

### SALARIES

A. The salaries of all members of the unit covered by this Agreement are set forth in Schedule "A" which is 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 the personnel as in the past in one installment on or about the 15th of the month.
2. Present Board policy will be continued whereby when a payday falls on a school holiday or weekend, checks will be distributed on the last school day prior to the holiday.
2. The final pay in June of each year will be made on the last working day of the month.

## ARTICLE V

### TEACHER FACILITIES

A. Space in each classroom will be provided in which teachers may store instructional materials and supplies.

B. The availability of present facilities and equipment for teacher work areas will be continued by the Board.

C. The present teachers' lounges at each school were deemed to be adequate and acceptable.

D. A desk, chair and filing cabinet for each teacher will be provided.

E. Adequate teachers lavatories for each sex will be provided.

F. The Board will continue to provide acceptable copies of teachers textbooks, chalkboard space in each classroom, and adequate school supplies for each pupil.

G. Teachers who have duties in more than one building will be assigned an exclusive office or suitable desk in each building.

H. The Board will permit the Association to have installed a soft drink vending machine in each teachers' lounge with the provision that throw away bottles or cans be used and that the school administrators shall control the installation location and delivery and service schedules. Soft drinks will be confined to the teachers lounges and are not to be consumed or purchased by the children. It is expressly understood and agreed that the Board of Education will not be responsible for the machines, monies, soft drink sales, or collections, nor the responsibility of safekeeping soda inventories.

## ARTICLE VI

### SICK LEAVE

A. All teachers employed and beginning at least their second year in the Brigantine Schools shall be entitled to fifteen 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. Teachers beginning their first year in the Brigantine Schools shall be entitled to fifteen sick leave

days each school year following their reporting for duty at the beginning of the school year.

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

D. Those teachers who transfer into the Brigantine Schools with a certified accumulation of sick leave from prior teaching will be granted ten sick leave days from their non-Brigantine accumulated time beginning on their fourth contract year in Brigantine and an additional ten accumulated sick leave days each year thereafter not to exceed fifty transferred accumulated sick leave days.

## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Up to three days leave of absence may be granted during the school year for emergency or any other urgent needs not covered in other sections of temporary leaves of absence with prior approval by the Superintendent of Schools. Personal leaves of this nature shall not be granted with pay on days prior to or immediately following a school holiday or vacation. Personal leave shall not be granted on the first day or the last day of the school year with pay.

- 2. Up to three days leave of absence shall be permitted for observance of religious holidays where said observance prevents the teacher from working on said days, providing prior notice is given to the Superintendent of Schools.**
- 3. Up to one day 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.**
- 4. Up to two days leave of absence for three representatives of the Brigantine Education Association to attend educational conferences and conventions of State and National affiliated organizations.**
- 5. Time necessary may be granted for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend, at the discretion and approval of the Brigantine Board of Education.**
- 6. Up to three days leave of absence may be granted at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.**

**Teachers may be granted up to one day leave of absence in the event of death**

of a teacher's friend or a relative outside the teacher's immediate family as defined above.

In the event of the death of a teacher or student in the Brigantine School System, the principal of said teacher or student may grant to an appropriate number of teachers sufficient time off to attend the funeral.

7. Up to three days leave of absence may be granted for the purpose of marriage and honeymoon.
8. 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 N. J. State National Guard, provided such obligations can not be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.
9. Other leaves of absence may be granted by the Board of Education for good reason.

B. Leaves taken pursuant to any Article of this Section shall be in addition to any sick leave to which the teacher is entitled.

C. All requests for leaves of absence under this Article shall be made in writing to the Superintendent of Schools except in case of emergency.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

A. 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, 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. 1. Any teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave, without pay, and said leave shall be granted. The leave shall become effective three (3) months prior to the anticipated date of birth of the child, and shall terminate six (6) months after the birth of the child, except in cases of still-birth, in which case the teacher may elect to return to her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

2. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption. A teacher on maternity leave may have the opportunity to substitute in the Brigantine



School District in the area of her certification or competence at the discretion of the Superintendent.

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

**E. 1. Upon return from leave granted pursuant to Section A and B of this Article, a teacher 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. Upon return from leave granted pursuant to Section C. 1. or C. 2. of this Article, a teacher shall be placed on the salary schedule at the level she would have achieved if she had not been absent, providing she has actively taught not less than five months of the school year in which she began her leave of absence, and/or will teach not less than five months of the school year in which she 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. A teacher shall not receive increment credit for time spent on leave granted pursuant to Section D of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.**

**2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick**

leave and credits toward 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.

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

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

## ARTICLE IX

### SABBATICAL LEAVES

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

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one 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 De-

ember 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 ( $\frac{1}{2}$ ) of a school year or for a full school year) shall be paid by the Board at fifty percent of the salary rate for a full year sabbatical leave, or one hundred per-cent of the salary rate for a one-half ( $\frac{1}{2}$ ) school year sabbatical leave.
5. Upon returning from sabbatical leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. Upon return from sabbatical leave, a teacher shall remain in the employ of the Brigantine Board of Education for a period of no less than two full school years, or if not in the full time employment of the Board for two years, shall reimburse the Board

an amount equal to the salary actually paid to him during the sabbatical leave.

B. Any group medical benefit 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 X

### INSURANCE PROTECTION

A. As of the beginning of the 1970-71 school year the Board shall continue to provide a basic hospital-surgical and major medical plan of insurance for each teacher 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 teacher 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 in behalf of the teacher shall be made in a manner to assure uninterrupted participation of coverage.

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

D. The Board shall continue to provide to each teacher a description of the health care insurance cov-

erage provided under these benefits not later than the beginning of the 1970-71 school year which shall include a description of conditions and limits of coverage.

## ARTICLE XI

### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Brigantine Education Association, the Atlantic County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 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 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

#### "AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name ..... Soc. Sec. No. ....

School Building ..... District .....

**To: Disbursing Officer — Brigantine Board of Education:**

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Brigantine Education Association to receive dues and distribute according to the organization(s) indicated.

Brigantine Education Association	<input type="checkbox"/>
Atlantic County Education Association	<input type="checkbox"/>
New Jersey Education Association	<input type="checkbox"/>
National Education Association	<input type="checkbox"/>

**Date:** ..... **Signed:** ....."

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

3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing notice of a teacher'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 teachers' salaries money for local, state and/or national associations services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Brigantine Education Association. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

## ARTICLE XII

### 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, 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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

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 Association, to Board at the home address of the President and Secretary.
2. If by Board, to Association at the home address of the President and Secretary.

G. The Board of Education will include in its 1970-71 Budget under Instructional Expenses a sufficient appropriation to be used for the purchase of incidental classroom items.



### **ARTICLE XIII**

Wherever the terms "Teachers," "employees," or "members of the unit" are used they shall refer to the personnel mentioned in Article I of this Agreement.

### **ARTICLE XIV**

#### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1970, and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate over a successor Agreement as provided herein. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**BRIGANTINE BOARD OF EDUCATION**

By: **WALLACE R. HOLST**  
President

**ATTEST:**

**SHERWIN C. RADASE**  
Secretary

**BRIGANTINE EDUCATION ASSOCIATION**

**By: WILLIA RAYE  
President**

**ATTEST:**

**PRISCILLA H. CUNNINGHAM  
Secretary**

## SCHEDULE A

### SALARY GUIDE 1970-1971

Yrs. Exp.	Non- Degree	Bachelor's Degree	Bachelor's			Master's Degree	Master's			Doctorate
			+ 10 Grad SH	+ 20 Grad SH	+ 30 Grad SH		+ 10 Grad SH	+ 20 Grad SH	+ 30 Grad SH	
0	6400	7000	7150	7300	7450	7750	7900	8050	8200	8500
1	6700	7300	7450	7600	7750	8050	8200	8350	8500	8800
2	7000	7600	7750	7900	8050	8350	8500	8650	8800	9100
3	7300	7900	8050	8200	8350	8650	8800	8950	9100	9400
4	7600	8200	8350	8500	8650	8950	9100	9250	9400	9700
5	7900	8500	8650	8800	8950	9250	9400	9550	9700	10000
6	8200	8800	8950	9100	9250	9550	9700	9850	10000	10300
7	8500	9100	9250	9400	9550	9850	10000	10150	10300	10600
8	8950	9550	9700	9850	10000	10300	10450	10600	10750	11050
9	9400	10000	10150	10300	10450	10750	10900	11050	11200	11500
10	9850	10450	10600	10750	10900	11200	11350	11500	11650	11950
11	10300	10900	11050	11200	11350	11650	11800	11950	12100	12400

**BRIGANTINE EDUCATION ASSOCIATION OFFICERS  
1969-70 SCHOOL YEAR**

•

MRS. WILLIA RAYE, PRESIDENT  
JAMES DANSEY, VICE-PRESIDENT  
MRS. KATHLEEN MORRIS, TREASURER  
MRS. PRISCILLA CUNNINGHAM, SECRETARY

•

**NEGOTIATING COMMITTEE**

MRS. NANCY RHODES, CHAIRMAN  
MRS. MARY GROSS                      JAMES DANSEY  
MRS. FLORENCE NESBITT              DAVID CUNNINGHAM  
MRS. JEAN AKERS                      THOMAS RUSSO

—

**BRIGANTINE BOARD OF EDUCATION**

WALLACE R. HOLST, PRESIDENT  
SAMUEL I. WELLS, VICE-PRESIDENT  
JOHN J. ROSENBAUM  
MRS. LINDA COLE  
CHARLES W. BENNETT, SR.  
SHERWIN C. RADASE, SECRETARY  
RALPH R. LEVIN, SUPERINTENDENT