

4-0274

01-03

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT  
BETWEEN  
THE BRIGANTINE BOARD OF EDUCATION  
AND  
THE BRIGANTINE EDUCATION ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

JUN 23 1976

RUTGERS UNIVERSITY

JULY 1, 1975

TO

JUNE 30, 1976

TABLE OF CONTENTS

	Page
Preamble .....	1
ARTICLE I RECOGNITION .....	1
ARTICLE II NEGOTIATION PROCEDURE .....	1
ARTICLE III GRIEVANCE PROCEDURE .....	3
ARTICLE IV TEACHER EMPLOYMENT .....	5
ARTICLE V SALARIES .....	5
ARTICLE VI TRANSFERS AND REASSIGNMENTS .....	7
ARTICLE VII TEACHER EVALUATION .....	7
ARTICLE VIII FAIR DISMISSAL PROCEDURE .....	8
ARTICLE IX TEACHER FACILITIES .....	8
ARTICLE X SICK LEAVE .....	9
ARTICLE XI TEMPORARY LEAVES OF ABSENCE .....	9
ARTICLE XII EXTENDED LEAVES OF ABSENCE .....	11
ARTICLE XIII SABBATICAL LEAVES .....	12
ARTICLE XIV INSURANCE PROTECTION .....	13

	Page
ARTICLE XV	
DEDUCTION FROM SALARIES .....	14
ARTICLE XVI	
BOARD RIGHTS .....	15
ARTICLE XVII	
MISCELLANEOUS PROVISIONS .....	15
A. Term .....	15
B. Provisions .....	15
C. Individual Contracts .....	15
D. Discrimination .....	15
E. Copies .....	15
F. Notice .....	16
G. Instructional Expenses .....	16
H. Tuition Reimbursement .....	16
ARTICLE XVIII	
DEFINITION OF TERMS .....	16
ARTICLE XIX	
DURATION OF AGREEMENT .....	16
ACKNOWLEDGEMENT .....	17
SCHEDULE A	
SALARY GUIDE 1975-1976 .....	

This Agreement entered into this 14th day of October, 1975, 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 1974, 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 Teachers  
Librarians  
Art Teacher  
Reading Teachers  
Social Worker

Specifically excluded are the Superintendent and the principals.

ARTICLE II  
NEGOTIATION PROCEDURE

A. The parties agree to enter in to collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974,

in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such notification of negotiations shall be given 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 information in the public domain 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 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.

Exclusions:

- (a) Appointment to, or lack of appointment, or lack of retention in any position for which tenure is not possible nor required.
- (b) The lack of offer of contract to a non-tenure teacher.
- (c) Anything for which the Board is without authority to act or for which authority rests solely with the Board.

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 reasons 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 persons 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 TEACHER EMPLOYMENT

#### A. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1. If a non-tenured teacher is not offered a contract, then the teacher will have a right to a conference with the administration.

### ARTICLE V 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.

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

B. Procedure for Withholding Employment or Adjustment Increments

Employment or adjustment increment may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least forty-five (45) calendar days prior thereto, and in no case later than April 30 of the preceding school year in which such action would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged causes(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
2. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure.
3. Any action by the Board to withhold an 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 restore all or part of the increment withheld retroactively.
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.

ARTICLE VI  
TRANSFERS AND REASSIGNMENTS

The Superintendent shall, as soon as practicable deliver to the Association and post in all school buildings 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.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement 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 days after notification of a vacancy. Such requests for transfers and reassignments for the following school year shall be submitted no later than May 1st of the school year and shall be considered active until the 1st day of the following school year. It is expressly understood that transfers and/or reassignments shall be at the sole discretion of the Board of Education.

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

ARTICLE VII  
TEACHER EVALUATION

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

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

3. Teachers shall be evaluated only by certified persons who have received certification from the New Jersey State Board of Examiners to supervise instruction.

4. A teacher shall be given a copy of any formal observation(s) report prepared by his observer at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted

upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete formal observation form.

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

6 Each tenure teacher shall receive at least one formal observation per school year.

7. If any written material from a teacher's file is to be used in a disciplinary hearing against such teacher, then a copy of such material shall first be provided to the teacher concerned prior to the hearing.

#### 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 at public gatherings.

### ARTICLE VIII FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

##### 1. Date

On or before April 1 of each year the Board shall give to each non-tenured teacher 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.

##### 2. Hearing

Any non-tenure teacher who has received such notice of non-employment shall be entitled to a hearing before the Board, provided a written request for such hearing 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-tenure teacher for the succeeding school year no later than April 30.

### ARTICLE IX TEACHER FACILITIES

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

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

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

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

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

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

G. The Board will permit the Association to have installed a soft drink vending machine in each teachers' lounge. 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 X SICK LEAVE

A. All teachers employed and beginning at least their second year 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. 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 XI 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 on days prior to a school holiday or vacation.
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. It is understood by both parties to mean those days specified as eligible per Title 18A.
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. 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.

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 five school days prior to the date requested except in case of emergency.

D. As of the beginning of each school year, teachers shall be entitled to the following temporary, non-accumulative leave of absence without pay:

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

## ARTICLE XII EXTENDED LEAVES

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. Teachers shall be granted maternity leave as consonant with all Federal and State laws and/or major, relevant court decisions.

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 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 B and C 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 has 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 XIII 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 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 (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 percent of the salary rate for a one-half (1/2) 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 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 XIV INSURANCE PROTECTION

A. As of the beginning of the 1975-76 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 coverage provided under these benefits not later than the beginning of the 1975-76 school year which shall include a description of conditions and limits of coverage.

ARTICLE XV  
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.
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.

C. Upon application of not less than ten percent of the teachers, the Board of Education shall establish a savings plan through payroll deduction with the Atlantic County Teachers Credit Union. Once the plan has been instituted, new applications shall be accepted on a monthly basis.

#### ARTICLE XVI 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 XVII 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 1975-76 Budgets under Instructional Expenses a sufficient appropriation to be used for the purchase of incidental classroom items.

#### H. Tuition Reimbursement

1. Tuition reimbursement will be paid for graduate study in the teacher's field of certification per present Board policy dated September 1, 1971, up to \$45.00 per credit hour with a maximum of 6 credits per fiscal year.
2. In the event that the cost exceeds \$45.00 per credit hour, the Board agrees to pay entire cost of said course(s) up to a total of \$270.00 per employee, upon approval of the Superintendent.
3. Graduate course credit in salary schedule "A" (attached) shall be only for courses completed in a teacher's field of teaching certification. Only teachers receiving such credit during the 1972-73 school year shall continue to receive such credit in the future.

### ARTICLE XVIII

#### DEFINITION OF TERMS

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 XIX

#### DURATION OF AGREEMENT

This Agreement shall be retroactive to July 1, 1975, and continue in effect until June 30, 1976. This Agreement shall not be extended orally and it is expressly understood to 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

BRIGANTINE EDUCATION ASSOCIATION

BY: S/ Linda S. Cole

BY: S/ Myron Plotkin

ATTEST:

ATTEST:

S/ Sherwin C. Radase

S/ Ann Kohlenberger

SALARY SCHEDULE

75 - 76

Yrs. Exp.	Non-Degree	Bach. Degree	Bach. + 10 Grad. S.H.	Bach. + 20 Grad. S.H.	Bach. + 30 Grad. S.H.	Master's Degree	Master's + 10 Grad. S.H.	Master's + 20 Grad. S.H.	Master's + 30 Grad. S.H.	Doctorate
0		9,000	9,150	9,300	9,450	9,800	9,950	10,100	10,250	10,400
1		9,350	9,510	9,660	9,810	10,160	10,310	10,460	10,610	10,760
2		9,760	9,910	10,060	10,210	10,560	10,710	10,860	11,010	11,160
3		10,160	10,310	10,460	10,610	10,960	11,110	11,260	11,410	11,560
4		10,560	10,710	10,860	11,010	11,360	11,510	11,660	11,810	11,960
5		10,960	11,110	11,260	11,410	11,760	11,910	12,060	12,210	12,360
6		11,360	11,510	11,660	11,810	12,160	12,310	12,460	12,610	12,760
7		11,760	11,910	12,060	12,210	12,560	12,710	12,860	13,010	13,160
8		12,210	12,360	12,510	12,660	13,010	13,160	13,310	13,460	13,610
9		12,760	12,910	13,060	13,210	13,560	13,710	13,860	14,010	14,160
500		13,260	13,410	13,560	13,710	14,060	14,210	14,360	14,510	14,660
"		13,760	13,910	14,060	14,210	14,560	14,710	14,860	15,010	15,160
700		14,460	14,610	14,760	14,910	15,260	15,410	15,560	15,710	15,860
1540		16,000	16,150	16,300	16,450	16,800	16,950	17,100	17,250	17,400

BRIGANTINE EDUCATION ASSOCIATION OFFICERS

1975 - 1976 SCHOOL YEAR

MYRON PLOTKIN, PRESIDENT

LYNN SPARKS, VICE-PRESIDENT

KATHLEEN PFISTER, TREASURER

ANN KOHLENBERGER, SECRETARY

\*\*\*

NEGOTIATING COMMITTEE

THOMAS RUSSO

NATHAN GOLDINHER

MYRON PLOTKIN

THOMAS MANNING

DAVID CUNNINGHAM

ALBERT PARULIS

\*\*\*

BRIGANTINE BOARD OF EDUCATION

MRS. LINDA COLE, PRESIDENT

ANDREW A. SOLARI, VICE-PRESIDENT

PATRICK T. BYRNES

EDWIN W. HANCE, JR.

JOSEPH G. HARM, JR.

SHERWIN C. RADASE, SECRETARY

RALPH R. LEVIN, SUPERINTENDENT OF SCHOOLS