

AGREEMENT

BETWEEN

**The Brigantine
Board of Education**

AND

**The Brigantine
Education Association**

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Labor Relations

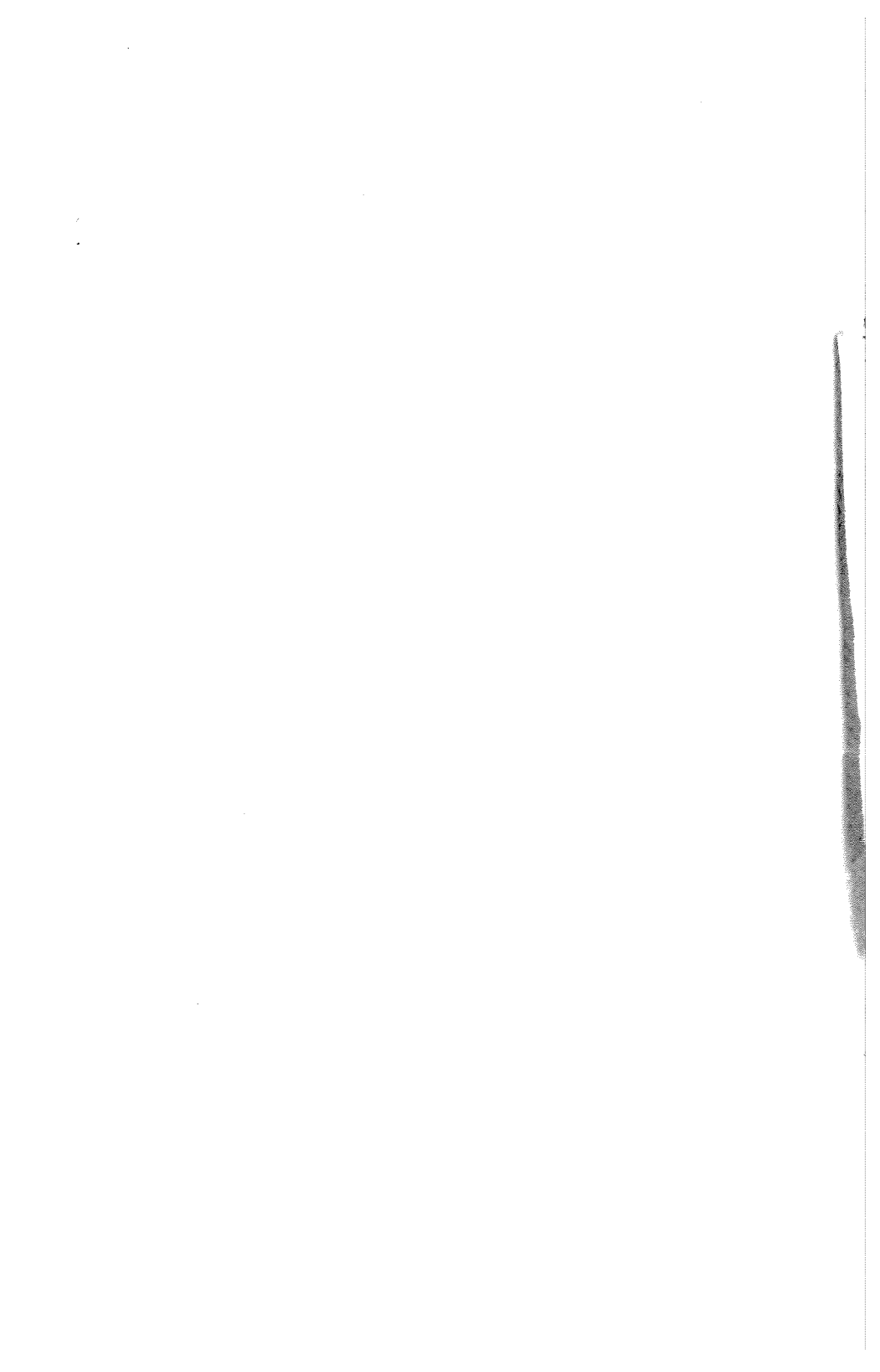


SEP 8 1981

RUTGERS UNIVERSITY

COVERING THE PERIOD

July 1, 1979 through June 30, 1982



A G R E E M E N T

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The Brigantine Board of Education

AND

The Brigantine
Education Association



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PREAMBLE

THIS AGREEMENT entered into this 10th day of May, 1979, by and between the BOARD OF EDUCATION OF THE CITY OF BRIGANTINE, County of Atlantic, and State of New Jersey, hereinafter called the "Board" and the BRIGANTINE EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Brigantine Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of full and part-time certificated personnel under contract to the Brigantine Board of Education:

Classroom Teachers K-8	Remedial Reading Teachers
Vocal Music Teachers	Librarians
Instrumental Music Teachers	Art Teacher
Physical Education Teachers	Reading Teachers
Learning Disabilities Specialist	Social Worker
Nurses	Industrial Arts Teachers
Speech Therapist	Home Economics Teachers
Psychologist	

Specifically excluded are the Superintendent, Principals, and all other employees of the Board not specifically enumerated above.

B. Wherever the terms "teachers", "employees", or "members of the unit" are used, they shall refer to the personnel mentioned above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such notification of negotiations shall be given not later than October 1st 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.

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. Representative of the Board and the Association's Negotiating Committee shall meet when necessary for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

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. 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.

F. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter covered by this Agreement.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claim by a teacher, or group of teachers, that there has been a violation, misapplication or misinterpretation of this Agreement and shall be subject to binding arbitration.

2. A claim by a teacher or group of teachers based upon the interpretation, violation or application of a Board rule, policy, or administrative decision, as these affect terms and conditions of employment, shall be subject to the grievance procedure, but shall be subject to advisory arbitration only.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any 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 ONE:

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 twenty-five (25) calendar days of its occurrence. A decision shall be made within five (5) school days after presentation of the grievance at this Level.

LEVEL TWO:

A grievance may be filed with the Superintendent within five (5) school days after the decision is made at Level One. The Superintendent shall render a decision within five (5) school days after receiving the written grievance.

LEVEL THREE:

A grievance may be filed with the Board of Education within five (5) school days after the Superintendent's decision. The Board of Education shall make a decision of the grievance within thirty (30) 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.

LEVEL FOUR:

A grievance may be submitted to either binding or advisory arbitration (in accordance with paragraph A and B above), within ten (10) school days after the Board of Education's decision.

D. Authority of the Arbitrator

1. If the grievant is dissatisfied with the decision of the Board of Education, the grievant or Association may request the appointment of an arbitrator by requesting the New Jersey State Board of Mediation to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the New Jersey State Board of Mediation to submit a second list. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second submitted list, the New Jersey State Board of Mediation may be requested by either party to designate an arbitrator.

2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey State Board of Mediation.

3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract or modify the Agreement between the parties or any policy of the Board of Education.

4. The arbitrator shall set forth his findings of fact and conclusions of law upon which his decision is based.

5. The arbitrator shall be bound by decisions of the Commissioner of Education of New Jersey, decisions of the State Board of Education of New Jersey, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

E. Costs

The cost for services of the arbitrator, including per diem expenses, if any, 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.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When 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 One.

G. Reprisals

No action of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

H. 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 Two. The Association may process such a grievance through all levels of the grievance procedure.

I. Miscellaneous

1. All unsatisfactory decisions rendered to the aggrieved persons at Levels One, Two, Three and Four, shall be in writing, setting forth the decision and the reason or reasons 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 30.

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 (10) 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 (1) installment on or about the fifteenth (15th) of the month.

2. Present Board Policy will be continued whereby when a pay day 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 will be made on the last working day of the month.

B. Home Instruction

1. Any teacher who voluntarily accepts an offer from the Board to provide home instruction for a student shall be compensated at the rate of eight dollars and fifty cents (\$8.50) per hour.

C. Procedure for Withholding Employment or Adjustment Increments

Employment or adjustment increment may be withheld 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 30th 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 cause(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.

ARTICLE VI

TRANSFERS AND REASSIGNMENTS

A. 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 1st and June 30th of the school year.

B. Teachers who desire a change in grade and/or subject assignments 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 (10) 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 first (1st) day of the following year. It is expressly understood that transfers and/or reassignments shall be at the sole

discretion of the Board of Education.

C. If a vacancy shall be filled by means of 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

A. 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 with 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 (1) day before any conference to discuss it. Such conference shall be held within five (5) school days of the observation, except in cases of emergency. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teachers. No teacher shall be required to sign a blank or incomplete formal observation form.

5. Each non-tenure teacher shall receive at least one (1) formal observation prior to January 1st and two (2) others before April 1st.

6. Each tenure teacher shall receive at least one (1) formal observation per school year.

7. If any written material from a teacher's file is to be used in a disciplinary hearing against the 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 public gatherings.

ARTICLE VIII

FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30th of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30th, 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. Informal Appearance

Any non-tenure teacher who has received such notice of non-employment shall be entitled to an appearance before the Board, provided a written request for such appearance is received in the office of the Secretary of the Board within five (5) days after notification of non-employment.

3. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the succeeding school year no later than May 31st.

ARTICLE IX

TEACHER FACILITIES

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

B. A desk, chair and filing cabinet for each teacher will be provided, in addition to a secured cabinet for personal belongings.

C. Adequate teachers' lavatories for each sex will be provided.

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

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

F. The Board will permit the Association to have installed vending machines in each teachers' lounge.

ARTICLE X

TEACHER RIGHTS

A. Rights and Protection in Representation

1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every member of the bargaining unit shall have the right to freely organize, join and support the Association and its affiliates, or refrain therefrom, for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. The Board agrees that it shall not discourage or deprive or coerce any teacher in the enjoyment

of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any member of the bargaining unit with respect to hours, wages or terms or conditions of employment, by reason of his membership or non-membership in the Association and its affiliates.

B. Evaluation of Students

1. The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Brigantine School District. No grade or evaluation shall be changed without consultation with the teacher, provided the teacher is available for consultation within ten (10) days.

C. Personnel Records

1. A teacher shall have the right, upon request, with reasonable notice, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative(s) of the Association accompany him during such review. Review of the documents shall be done in the presence of the Superintendent or his designee.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material.

ARTICLE XI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information to Association

1. The Board shall make available to the Association for inspection, all financial records and data, and information in the public domain pertinent thereto of the Brigantine School District, upon request.

B. Released Time for Meetings

1. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conference, or meetings, which relate to Association business with the Board of Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board or its representatives, and the Association.

C. Use of School Buildings

1. The Association and its representatives shall have the right to use school buildings for lawful Association business between the hours of 7:30 a.m. and 9:30 p.m. on school days, provided that the space requested is not otherwise in use. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

1. The Association shall have the right to use school facilities and equipment, including manual typewriters, mimeographing machines, other duplicating equipment, and audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall provide its own supplies and shall be responsible for any damage sustained by such equipment, during Association use.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use inter-school mail facilities and mail boxes upon notification to the building Principal. The Association agrees to make available for inspection any items sent through such facilities except items relating to collective negotiations or grievances.

ARTICLE XII

EXTRA-CURRICULAR POSITIONS

- A. Extra-curricular position openings shall be posted for a period of ten (10) school days, before an appointment is made.
- B. The Board shall use a volunteer for such positions, provided such volunteer is deemed qualified.
- C. The Board has sole discretion to determine whether or not an applicant for extra-curricular positions is qualified.
- D. The Board has the sole discretion to appoint an employee of its choice to an extra-curricular position if no one applies.
- E. Extra-curricular positions and their annual amounts of extra pay shall be as set forth in Schedule "B" attached.

ARTICLE XIII

TEACHING HOURS AND LOAD

A. Length of Day

1. The teacher in-school work day shall begin forty-five (45) minutes prior to the start of the first class period, and shall end fifteen (15) minutes after the end of the last class period, inclusive of a duty-free lunch period, not to exceed seven (7) hours total per day.

B. Duty-Free Lunch Period

Teachers shall have a daily duty-free lunch period of at least the following lengths:

- 1. Elementary School - forty-five minutes/thirty (45/30) minutes in case of inclement weather.
- 2. Middle School - forty-five (45) minutes.
- 3. In the event of a student schedule change, the teachers' duty-free lunch period will be the same length as the students, but in no case less than forty (40) minutes.

C. Meetings

1. In-school faculty, departmental and grade level meetings shall be held prior to the first class in the morning.

2. Any other meetings extending beyond the normal school day shall be limited to no more than ten (10) per year, and shall, in no event, end later than 4:30 p.m.

3. Meetings referred to in paragraph 2 above, shall be limited to no more than three (3) in any month.

4. Any evening meeting shall be in lieu of a meeting in paragraph 2 and shall be limited to two (2) per year.

D. Notice of Meetings

1. Notice of meetings in paragraphs 2 and 4 of this Article shall be given ten (10) days prior to the meeting.

ARTICLE XIV

TEACHER WORK YEAR

A. In-School Work Year

The in-school work year for teachers shall not exceed one hundred eighty (180) student days, plus up to a maximum of three (3) days either immediately preceding, during or following the one hundred eighty (180) student days - in any combination - but excluding vacation days and holidays.

B. Orientation

Newly hired teachers, in addition to paragraph A above, may be required, at the Superintendent's discretion, to attend an orientation day prior to the first day that other teachers are required to report.

ARTICLE XV

PART-TIME EMPLOYEES

A. It is agreed that part-time employees included in this unit shall

be entitled to benefits on a pro-rated basis. It is agreed, however, that Health Insurance, Prescription Plan and Dental Plan coverages shall not be provided to part-time employees, unless these employees are permitted coverage under the regulations of the State Health Plan. It is understood that part-time employees shall not be entitled to any personal days off as stated in Article XVII, Paragraph A, Section 1.

ARTICLE XVI

SICK LEAVE

A. All teachers employed in the Brigantine Schools shall be entitled to fifteen (15) sick leave days each school year as of the first official day of the school year, whether or not they report for duty on that day.

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

C. Those teachers who transfer into the Brigantine Schools with a certified accumulation of sick leave from prior teaching will be granted ten (10) sick leave days from their non-Brigantine accumulated time beginning on their fourth (4th) contract year in Brigantine and an additional ten (10) accumulated sick leave days each year thereafter not to exceed fifty (50) transferred accumulated sick leave days.

D. Effective July 1, 1980, upon retirement, the retiring teacher shall be compensated for his/her accumulated sick leave at the rate of twelve dollars (\$12) per day up to the following total maximums per retiree:

1980-81; \$1,000 maximum per retiree.

1981-82; \$1,500 maximum per retiree.

ARTICLE XVII

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 (3) days leave of absence may be granted during the school year for emergency, including medical appointments for which validation may be required, 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 (3) 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 day specified as eligible per Title 18A.

3. Up to one (1) 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 (2) days leave of absence for three (3) 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 (3) 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.

7. Teachers may be granted up to one (1) 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.

8. 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.

9. Time necessary as provided for in New Jersey Statutes for persons called into temporary active duty of any unit of the United States Reserves or the New Jersey State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. 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 (5) 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 (3) days leave of absence may be granted for the purpose of marriage and honeymoon.

ARTICLE XVIII

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

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 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 (5) months of the school year in which she began her leave of absence, and/or will teach not less than five (5) 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 the 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 XIX

SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in a 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 (1) 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 1st, and action must be taken on all such requests no later than March 1st, 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. For reasons other than obtaining a Master's Degree or Doctorate, the leave applicant shall file with the Superintendent an interim and final report of accomplishments obtained pursuant to objectives for having taken a sabbatical.

5. 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 (50%) of the salary rate for the full year sabbatical leave, or one hundred percent (100%) of the salary rate for a one-half ($\frac{1}{2}$) school year sabbatical leave.

6. Upon returning from sabbatical leave, a teacher shall remain in the employ of the Brigantine Board of Education for a period of no less than two (2) full school years, or if not in the full-time employment of the Board for two (2) years, shall reimburse the Board an amount equal to the salary actually paid to him during the sabbatical 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 XX

INSURANCE PROTECTION

A. 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 (12) month period commencing September 1st and ending August 31st 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 each school year which shall include a description of conditions and limits of coverage.

E. The Board agrees to provide a Prescription Drug Plan for each eligible teacher and where appropriate, coverage for dependents. The Plan will be selected by the Association, subject to approval of the Plan by the Board. The Association agrees to save the Board harmless as fiscal agent for the Plan. The Board agrees to pay a maximum of \$3,300 in premiums during the 1979-80 fiscal year only, after which the Board will assume the total cost of the approved Plan.

F. Effective July 1, 1980, the Board agrees to provide a Dental Plan for each eligible teacher and where appropriate, coverage for dependents. The Plan will be selected by the Association subject to approval of the Plan by the Board. The Association agrees to save the Board harmless as fiscal agent for the Plan. The premium cost to the Board for the fiscal year 1981-82 shall not exceed the total cost of the Plan for the fiscal year 1980-81.

ARTICLE XXI

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Brigantine Education Association, the Atlantic County Council Association, the New Jersey Education Association, or the National Education Association, 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, N.J.S.A. 52:14-15. 9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections,

shall be transmitted to the Treasurer of the Brigantine Education Association by the fifteenth (15th) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations. 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 1st under rules established by the State Department of Education.

4. The filing notice of a teacher's withdrawal shall be prior to December 1st, and become effective to halt deductions as of January 1st, 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 (10%) of the teachers, the Board of Education shall establish a savings plan through payroll deduction with an accredited institution as selected by the Brigantine Education Association. Once the plan has

been instituted, new applications shall be accepted on a monthly basis.

ARTICLE XXII

BOARD'S RIGHTS

A. 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 XXIII

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance, and that there should be no interference with such operation.

B. The Association covenants and agrees that, during the term of this Agreement, neither the Teacher organization or any person acting in its behalf will cause, authorize, or support, any strike (i.e., the concerted failure to report for duty, or willful absence in whole or in part from the proper performance of the teachers' duties of employment), work stoppage, slowdown, walk-out or other job action. The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE XXIV

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 in booklet form 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 of the Board. The Board agrees to provide fifteen (15) extra copies of the printed Agreement to the Association.

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

1. If by Association, to the Board at the Board's office to the Secretary.

2. If by Board, to Association at the President's school address, or home address during vacations.

C. Tuition Reimbursement

1. Tuition reimbursement will be paid for graduate study in the teacher's field of certification or related fields upon prior approval of the Superintendent, up to \$45 per credit hour with a maximum of six (6) credits per fiscal year.

2. In the event that the cost exceed \$45 per credit hour, the Board agrees to pay entire cost of said course(s) up to a total of \$270 per employee, upon approval of the Superintendent.

3. Graduate course credit in Salary Schedule "A" (attached) shall be for courses completed in a teacher's field of teaching certification or related fields upon prior approval of the Superintendent.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1979, and shall continue in effect until June 30, 1982.* 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 this 14th day of June 1979, thereto 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: S/Edwin H. Hance
President

ATTEST:
S/Sherwin C. Radase
Secretary

BRIGANTINE EDUCATION ASSOCIATION

By: S/Lynn Sparks
President

ATTEST:
S/Marie Miller
Secretary

*Subject to the Association's right to negotiate Salary Schedule A and one additional economic item for the 1981-82 School Year.

SALARY SCHEDULE A
1979-80

Yrs. Exp.	+150		+300	+450	+975	+1,125	+1,275	+1,425	+1,950
	Bach. Degree	Bach. + 10 Grad. S. II.	Bach. + 20 Grad. S. II.	Bach. + 30 Grad. S. II.	Master's Degree	Master's + 10 Grad. S. II.	Master's + 20 Grad. S. II.	Master's + 30 Grad. S. II.	Doctorate
0	11,450	11,600	11,750	11,900	12,425	12,575	12,725	12,875	13,400
1	11,737	11,887	12,037	12,187	12,712	12,862	13,012	13,162	13,687
2	11,937	12,087	12,237	12,387	12,912	13,062	13,212	13,362	13,887
3	12,337	12,487	12,637	12,787	13,312	13,462	13,612	13,762	14,287
4	12,737	12,887	13,037	13,187	13,712	13,862	14,012	14,162	14,687
5	13,187	13,337	13,487	13,637	14,162	14,312	14,462	14,612	15,137
6	13,657	13,807	13,957	14,107	14,632	14,782	14,932	15,082	15,607
7	14,107	14,257	14,407	14,557	15,082	15,232	15,382	15,532	16,057
8	14,507	14,657	14,807	14,957	15,482	15,632	15,782	15,932	16,457
9	14,907	15,057	15,207	15,357	15,882	16,032	16,182	16,332	16,857
10	15,307	15,457	15,607	15,757	16,282	16,432	16,582	16,732	17,257
11	15,727	15,877	16,027	16,177	16,702	16,852	17,002	17,152	17,677
12	16,227	16,377	16,527	16,677	17,202	17,352	17,502	17,652	18,177
13	16,787	16,937	17,087	17,237	17,762	17,912	18,062	18,212	18,737
14	17,322	17,472	17,622	17,772	18,297	18,447	18,597	18,747	19,272
15	17,900	19,150	19,300	19,450	19,975	20,125	20,275	20,425	20,950

SUPER MAX: Teachers with 16 years or more experience will receive an increase of \$1,012 to their 1978-79 salary.

SALARY SCHEDULE A-1
1980-81

Yrs. Exp.	+150		+300		+450		+1,000		+1,150		+1,300		+1,450		+2,000	
	Non-Degree	Bach. Degree	Bach. + 10 Grad. S. H.	Bach. + 20 Grad. S. H.	Bach. + 30 Grad. S. H.	Master's Degree	Master's Degree	Master's + 10 Grad. S. H.	Master's + 20 Grad. S. H.	Master's + 30 Grad. S. H.	Master's + 30 Grad. S. H.	Master's + 30 Grad. S. H.	Master's + 30 Grad. S. H.	Master's + 30 Grad. S. H.	Master's + 30 Grad. S. H.	Doctorate
0		11,850	12,000	12,150	12,300	12,850	12,850	13,000	13,150	13,300	13,300	13,300	13,300	13,300	13,850	
1		12,250	12,400	12,550	12,700	13,250	13,250	13,400	13,550	13,700	13,700	13,700	13,700	13,700	14,250	
2		12,537	12,687	12,837	12,987	13,537	13,537	13,687	13,837	13,987	13,987	13,987	13,987	13,987	14,537	
3		12,837	12,987	13,137	13,287	13,837	13,837	13,987	14,137	14,287	14,287	14,287	14,287	14,287	14,837	
4		13,237	13,387	13,537	13,687	14,237	14,237	14,387	14,537	14,687	14,687	14,687	14,687	14,687	15,237	
5		13,687	13,837	13,987	14,137	14,687	14,687	14,837	14,987	15,137	15,137	15,137	15,137	15,137	15,687	
6		14,187	14,337	14,487	14,637	15,187	15,187	15,337	15,487	15,637	15,637	15,637	15,637	15,637	16,187	
7		14,657	14,807	14,957	15,107	15,657	15,657	15,807	15,957	16,107	16,107	16,107	16,107	16,107	16,657	
8		15,107	15,257	15,407	15,557	16,107	16,107	16,257	16,407	16,557	16,557	16,557	16,557	16,557	17,107	
9		15,507	15,657	15,807	15,957	16,507	16,507	16,657	16,807	16,957	16,957	16,957	16,957	16,957	17,507	
10		15,907	16,057	16,207	16,357	16,907	16,907	17,057	17,207	17,357	17,357	17,357	17,357	17,357	17,907	
11		16,307	16,457	16,607	16,757	17,307	17,307	17,457	17,607	17,757	17,757	17,757	17,757	17,757	18,307	
12		16,727	16,877	17,027	17,177	17,727	17,727	17,877	18,027	18,177	18,177	18,177	18,177	18,177	18,727	
13		17,277	17,427	17,577	17,727	18,277	18,277	18,427	18,577	18,727	18,727	18,727	18,727	18,727	19,277	
14		17,862	18,012	18,162	18,312	18,862	18,862	19,012	19,162	19,312	19,312	19,312	19,312	19,312	19,862	
15	17,900	19,000	19,150	19,300	19,450	20,000	20,000	20,150	20,300	20,450	20,450	20,450	20,450	20,450	21,000	

SUPER MAX: Teachers with 16 years or more experience will receive an increase of \$1,000 over their 1979-80 salary.

SCHEDULE B

EXTRA-CURRICULAR ACTIVITIES AND PAY

ACTIVITY	TOTAL AMOUNT OF ANNUAL EXTRA PAID		
	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Chairman/Child Study Team (Including 10 extra work days per year)	\$1,100	\$1,150	\$1,200
Chorus	335	345	350
Concert Band	335	345	350
Boys' Intramurals	435	445	450
Girls' Intramurals	435	445	450
A.V.A.	235	245	250
Safety Director	135	145	150
Video Program Coordinator	435	445	450
Basketball Coach	185	195	200

BRIGANTINE EDUCATION ASSOCIATION OFFICERS

1978-79 School Year

Lynn Sparks, President
Jean Akers, Vice-President
Marie Miller, Secretary
David Cunningham, Treasurer
Eileen Battaglia, Executive Advisor

1979-80 School Year

Jean Akers, President
James Dansey, Vice-President
Carol Roman, Secretary
Leonard Long, Treasurer
Lynn Sparks, Executive Advisor

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NEGOTIATION COMMITTEE

Myron Plotkin, Chairman

Eileen Battaglia Nancy Rhodes
James Dansey Lynn Sparks

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BRIGANTINE BOARD OF EDUCATION

Edwin W. Hance, President

Dr. Emerson R. Tracy, Vice-President

Linda S. Cole

Mrs. Ann Frankel

Dr. Robert Bray

Ralph R. Levin, Superintendent of Schools