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CIRCULATE

A G R E E M E N T

between

BRIGANTINE BOARD OF EDUCATION,

and

BRIGANTINE EDUCATION ASSOCIATION

Atlantic

July 1, 1977 through June 30, 1979

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PREAMBLE

THIS AGREEMENT entered into this 11th day of October, 1977, by and between the BOARD OF EDUCATION OF THE CITY OF BRIGANTINE, County of Atlantic, and State of New Jersey, hereinafter called the "Board" and the BRIGANTINE EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to 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

A. 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- and part-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
Industrial Arts Teachers
Home Economics Teachers

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. 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

Article II continued:

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

Article III continued:

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

Article III continued:

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.

Article III continued:

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 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.

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,

Article III continued:

any building representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

R. 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 therefor, 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 1st. 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 (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 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 30th of the preceding school year

Article V continued:

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

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 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 (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 school 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. 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.

Article VII continued:

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 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 1st 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. 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 30th.

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.

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 each 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 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

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 freely to 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 any 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.

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, conferences, or meetings, which relate to Association business with the Board or Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board or its representatives, and the Association.

B. 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.

C. Use of School Equipment

1. The Association shall have the right to use school facilities and equipment, including manual typewriters,

Article XI continued:

mimeographing machines, other duplicating equipment, and audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. Such equipment shall not be removed from the building. The Association shall notify the Principal, or his designee, in advance of such use. The Association shall provide its own supplies and shall be responsible for any damage sustained by such equipment, during Association use.

D. Mail Facilities and Mail Boxes

1. 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 (45) minutes/thirty (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.

Article XIII continued:

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 coverage and Prescription Plan coverage 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 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 (15) 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 (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.

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 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 days 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

ARTICLE XVII continued:

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.

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.

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 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)

Article XVII continued:

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

Article XVIII continued:

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 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 (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. A teacher on sabbatical leave (either for one-half

Article XIX continued:

(1/2) of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate for a full year sabbatical leave, or one hundred (100%) 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 (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. As of the beginning of the 1977-78 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 (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 the 1977-78 school year which shall include a description of conditions and limits of coverage.

PREScription DRUG PLAN

ARTICLE XX

E. Effective July 1, 1978, 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.

1. It is mutually agreed that the number of eligible employees at the time of the signing of this Agreement is forty-five (45).
2. The Board agrees to pay a maximum of \$3300.00 in premiums during the 1978-79 fiscal year for the forty-five (45) eligible employees covered at the signing of this Agreement.
3. In the event that the aggregate monthly premiums for the fiscal year 1978-79 exceed \$3300.00, the excess monies per month would be remitted by the employees to the Association who in turn would remit such monies monthly to the Board.
4. In the event that the number of members of the bargaining unit increase during the 1978-79 fiscal year, the premiums for the appropriate plans for the new employees shall be borne by the Board. The premium for the appropriate plan for each new employee shall equal the premium that the Board is paying for other individual members of the bargaining unit enrolled in the appropriate plan. The maximum yearly obligation of the Board would be increased accordingly.
5. In the event the number of members of the bargaining unit decrease during the 1978-79 fiscal year, the amount of the premiums that the Board would not have to pay for the employee(s) would be deducted from the yearly maximum obligation of the Board.
6. In the event of the cancellation of the Plan by the insurance carrier, the Association shall select a successor group plan. Such plan will be subject to the approval of the Board.

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 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, 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 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 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 (10%) percent 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 interrupted 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 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 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.

G. 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 six (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 XXV

DURATION OF AGREEMENT

This AGREEMENT shall be effective July 1, 1977, and shall continue in effect until June 30, 1979. 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 11th day of October, 1977, hereto 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/ Linda S. Cole
President

BRIGANTINE EDUCATION ASSOCIATION

By: S/ Eileen Battaglia
President

ATTEST:

S/ Sherwin C. Radase
Secretary

S/ David Cunningham
Treasurer

Yrs.	Non-Degree	Bachelor's Degree	Bachelor's + 10 Grad SH	Bachelor's + 20 Grad SH	Bachelor's + 30 Grad SH	Master's Degree	Master's + 10 Grad SH	Master's + 20 Grad SH	Master's + 30 Grad SH	Doctor
0		10,100	10,250	10,400	10,550	10,900	11,050	11,200	11,350	11,700
1		10,400	10,550	10,700	10,850	11,200	11,350	11,500	11,650	12,000
2		10,800	10,950	11,100	11,250	11,600	11,750	11,900	12,050	12,400
3		11,200	11,350	11,500	11,650	12,000	12,150	12,300	12,450	12,800
4		11,620	11,770	11,920	11,070	12,420	12,570	12,720	12,870	13,220
5		12,070	12,220	12,370	12,520	12,870	13,020	13,170	13,320	13,670
6		12,470	12,620	12,770	12,920	13,270	13,420	13,570	13,720	14,070
7		12,870	13,020	12,170	13,320	13,670	13,820	13,970	14,120	14,470
8		13,270	13,420	13,570	13,720	14,070	14,220	14,370	14,520	14,870
9		13,690	13,840	13,990	14,140	14,490	14,640	14,790	14,940	15,290
10		14,190	14,340	14,490	14,640	14,990	15,140	15,290	15,440	15,790
11		14,700	14,850	15,000	15,150	15,500	15,650	15,800	15,950	16,300
12		15,210	15,360	15,510	15,660	16,010	16,160	16,310	16,460	16,810
13		16,200	16,350	16,500	16,650	17,000	17,150	17,300	17,450	17,800
14	16,750	17,850	18,000	18,150	18,300	18,650	18,800	18,950	19,100	19,450

SALARY GUIDE 1978-1979

Yrs.	Non-Degree	Bachelor's Degree	Bachelor's + 10 Grad SH		Bachelor's + 20 Grad SH		Bachelor's + 30 Grad SH		Master's Degree	Master's + 10 Grad SH		Master's + 20 Grad SH		Master's + 30 Grad SH		Doctorate
			10 Grad SH	20 Grad SH	20 Grad SH	30 Grad SH	10 Grad SH	20 Grad SH		20 Grad SH	30 Grad SH	10 Grad SH	20 Grad SH	20 Grad SH	30 Grad SH	
0		10,931	11,087	11,237	11,387	11,737	11,887	12,037	12,187	12,537	12,687	12,837	13,037	13,187	13,387	13,537
1		11,137	11,287	11,437	11,587	11,937	12,087	12,237	12,387	12,737	12,887	13,037	13,187	13,337	13,487	13,637
2		11,437	11,587	11,737	11,887	12,237	12,387	12,537	12,687	13,037	13,187	13,337	13,487	13,637	13,787	14,037
3		11,837	11,987	12,137	12,287	12,637	12,787	12,937	13,087	13,437	13,587	13,737	13,887	14,037	14,187	14,437
"		12,237	12,387	12,537	12,687	13,037	13,187	13,337	13,487	13,837	13,987	14,137	14,287	14,437	14,587	14,837
400		12,657	12,807	12,957	13,107	13,457	13,607	13,757	13,907	14,257	14,407	14,557	14,707	14,857	15,107	
450		13,107	13,257	13,407	13,557	13,907	14,057	14,207	14,357	14,707	14,857	15,007	15,157	15,307	15,457	
400		13,507	13,657	13,807	13,957	14,307	14,457	14,607	14,757	15,107	15,257	15,407	15,557	15,707	15,857	
"		13,907	14,057	14,207	14,357	14,707	14,857	15,007	15,157	15,507	15,657	15,807	15,957	16,107	16,257	
"		14,307	14,457	14,607	14,757	15,107	15,257	15,407	15,557	15,907	16,057	16,207	16,357	16,507	16,657	
420		14,727	14,877	15,027	15,177	15,527	15,677	15,827	15,977	16,327	16,477	16,627	16,777	16,927	17,077	
500		15,227	15,377	15,527	15,677	16,027	16,177	16,327	16,477	16,827	16,977	17,127	17,277	17,427	17,577	
510		15,737	15,887	16,037	16,187	16,537	16,687	16,837	16,987	17,337	17,487	17,637	17,787	17,937	18,087	
"		16,247	16,397	16,547	16,697	17,047	17,197	17,347	17,497	17,847	17,997	18,147	18,297	18,447	18,597	
990		17,237	17,387	17,537	17,687	18,037	18,187	18,337	18,487	18,837	18,987	19,137	19,287	19,437	19,587	
1651	17,788	18,883	19,038	19,188	19,338	19,688	19,838	19,988	20,138	20,488	20,638	20,788	20,938	21,088	21,238	

SCHEDULE B

EXTRA-CURRICULAR ACTIVITIES AND PAY

<u>Activity</u>	<u>Total Amount of Annual Extra Pay</u>
Chairman of Child Study Team (including 10 extra work days per year)	\$ 1,000.00
Chorus	300.00
Concert Band	300.00
Boys Intramurals	400.00
Girls Intramurals	400.00
A.V.A.	200.00
Safety Director	100.00
Video Program Coordinator	400.00
Basketball Coach	150.00

BRIGANTINE EDUCATION ASSOCIATION OFFICERS

1977-1978 SCHOOL YEAR

EILEEN BATTAGLIA, PRESIDENT

ANN BLACK, VICE PRESIDENT

KATHY REVELLE, SECRETARY

DAVID CUNNINGHAM, TREASURER

MYRON PLOTKIN, EXECUTIVE ADVISOR

* * *

NEGOTIATING COMMITTEE

ROBERT MCDEVITT

MYRON PLOTKIN

EILEEN BATTAGLIA

JOSEPH SCHREINER

ANN BLACK

LYNN SPARKS

NATHAN GOLDINHER

ANDREW ZIPFEL

* * *

BRIGANTINE BOARD OF EDUCATION

MRS. LINDA COLE, PRESIDENT

EDWIN W. HANCE, VICE PRESIDENT

JOSEPH G. HARM, JR.

EMERSON R. TRACY

SHERWIN C. RADASE, SECRETARY

RALPH R. LEVIN, SUPERINTENDENT OF SCHOOLS