

AGREEMENT
BETWEEN
THE
BRIELLE EDUCATION ASSOCIATION
AND
THE
BOARD OF EDUCATION, BOROUGH OF BRIELLE
MONMOUTH COUNTY, NEW JERSEY
2007-2010

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PREAMBLE

This agreement is entered into this July 1, 2007 until June 30, 2010 by and between the Board of Education of the Borough of Brielle, New Jersey, hereinafter called the "Board", and the Brielle Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified non-supervisory personnel whether under contract or on leave, employed or to be employed by the Board as follows:

Special Area Teacher

Special Education Teacher

Classroom Teacher

Speech- Language Specialist

Learning Disabilities Teacher/Consultant

Nurse

Guidance Counselor

Librarian

Social Worker

Home Instruction Teacher

Basic Skills Improvement Program Teacher

Other certified personnel employed full time in a certified teaching position.

- B. Unless otherwise indicated, the term, "teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. The board agrees not to negotiate concerning said employees in the negotiating unit as defined under recognition of this Agreement, with any organization other than the Association for the duration of this agreement.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of NJSA 34-13A 5.1 et seq.
- B. The Association and Board shall commence negotiations by the final workday in January of the calendar year in which this Agreement expires. Such submission of proposals shall constitute the opening of formal negotiations.
- C. Upon request by the Association President, the Board agrees to make known to the President when and where information is available that the Board is required by law to release.
- D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- E. This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a formal complaint of a teacher or group of teachers that a dispute exists concerning the interpretation, application, or violation of policies, this agreement, or administrative decisions affecting the terms and conditions of public employment.

B. PURPOSE

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

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 the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. An aggrieved teacher shall institute action under the provisions hereof within twenty (20) school days of the occurrence giving rise to the grievance or from the time the grievant could reasonably have had knowledge of said event.

LEVEL I

The aggrieved teacher shall first discuss such with the Superintendent/Principal with the objective of resolving the matter informally. The Superintendent/Principal shall respond informally to the grievance within five (5) school days.

LEVEL II

If the aggrieved teacher is not satisfied with the disposition of the grievance at Level I, or if no decision has been made within five (5) school days after the presentation of the grievance, he/she may submit the grievance in writing to the Superintendent within five (5) school days after the decision at Level I or ten (10) school days after the grievance was presented, whichever is sooner. The written grievance should identify the names of all grievants, the policy, contract provision(s), or administrative decision being challenged, and the resolution sought. The Superintendent shall communicate his/her decision to the Association in writing within five (5) school days of receipt of the written grievance. Grievance forms are to be mutually developed.

LEVEL III

If the grievance is not resolved to the teacher's satisfaction at Level II, or if an answer has not been received within the time set forth in Level II, he/she may submit the grievance to the Board of Education within five (5) school days. The Board of Education, or a committee thereof, shall review the grievance. At the request of the Association, the Board may hold a hearing to provide the Association with an opportunity to present its case. The Board of Education shall render a written decision within ten (10) school days of the meeting referred to herein, or, if no meeting was held, within ten (10) school days of the submission of said grievance to the Board.

LEVEL IV

If the grievance is not settled in the Levels provided for in this Article as set forth above, the Association shall have the right to submit such grievance(s) to arbitration under the rules and regulations of the New Jersey State Public Employment Relations Commission (PERC) within thirty (30) school days of the Board's decision in Level III. The decision of the arbitrator, along with his/ her reasoning, shall be submitted in writing to the Board and the Association and shall be final and binding on the parties. The cost of the arbitrator's services shall be borne equally between the parties. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party. The arbitrator shall be limited to the issue(s) submitted to arbitration and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties.

RIGHTS OF MEMBERS TO REPRESENTATION

1. Any aggrieved teacher may be represented at any stage of the grievance procedure by him or herself, or at his/her option, by a representative selected or approved by the Association. 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 personnel file of any of the participants.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.

ARTICLE IV

TEACHING HOURS , TEACHING LOAD AND NOTICE OF VACANCIES

- A. Teachers shall indicate their presence by initialing the faculty sign-in roster in the morning and at meetings where attendance documentation is government mandated.

- B. 1. The teacher workday shall be seven hours and five minutes (7 hours 5 minutes). On Fridays or on days preceding holidays or vacations the teacher's day shall be five (5) minutes beyond the pupil's day. If, for some reason, a teacher needs to leave earlier than the normal end of the workday, such a request shall be cleared through the Superintendent/Principal's office. In the event of an emergency, a mutually agreed upon emergency schedule will be adopted for the duration of the emergency.
- B.2.a. The regular assignment for all teachers shall be six (6) periods of instruction each regular school day or thirty (30) periods per regular five (5) day work week.
- B.2.b. Effective July 1, 2000, a nine (9) period day may be implemented by the administration. Within that workday, staff assignments may be as follows:
- i. Kindergarten through fifth grade teachers: up to thirty-three (33) instructional periods per regular five (5) day work week. Teachers assigned to additional teaching periods beyond the normal 30 periods per week, shall be compensated pursuant to B.3. below. Periods not assigned as instructional periods shall be preparation periods. Five (5) of the preparation periods each regular work week shall be subject to the provisions of Article IV:D. It is understood that the additional preparation periods created by the nine period day shall, whenever possible, be unimpinged upon by the administration. These periods shall not be assigned but shall be scheduled through consultation between the administration and the teacher involved. The use of these additional periods may include and shall be limited to CST meetings, 504 meetings, IEP meetings, I&RS (Intervention and Referral Services Committee) meetings, parent conferences, the formal observation conference(s), and the end of the year evaluation conference. Beginning with the 2008-09 academic year, added to the acceptable uses of these periods are grade level meetings, department meetings, or other forms of common planning time. In no event shall a duty be included. In no event shall more than one (1) period per day or five (5) periods per week of a teacher's additional preparation time be used under this clause. For planning purposes, consultation must occur five (5) work days in advance of the actual meeting or conference, except in case of emergency. Consultation for the uses added beginning in 2008-09 must occur one (1) month in advance.
 - ii. Sixth through eighth grade and special area teachers up to thirty (30) instructional periods per regular five (5) day work week. Every effort will be made to schedule sixth through eighth grade teachers so that they do not teach at more than two (2) grade levels. Periods not assigned as instructional periods shall be preparation periods. Five (5) of the preparation periods each regular work week shall be subject to the provisions of Article IV:D. It is understood that the additional preparation periods created by the nine period day shall, whenever possible, be

unimpinged upon by the administration. These periods shall not be assigned but shall be scheduled through consultation between the administration and the teacher involved. The use of these periods may include and shall be limited to CST meetings, 504 meetings, IEP meetings, I&RS meetings, parent conferences, the formal observation conference(s), and the end of the year evaluation conference. Beginning with the 2008-09 academic year, added to the acceptable uses of these periods are grade level meetings, department meetings, or other forms of common planning time. In no event shall a duty be included. In no event shall more than one (1) period per day or five (5) periods per week of a teacher's additional preparation time be used under this clause. For planning purposes, consultation must occur five (5) work days in advance of the actual meeting or conference, except in case of emergency. Consultation for the uses added beginning in 2008-09 must occur one (1) month in advance. Sixth through eighth grade and special area teachers may voluntarily accept assignment to additional instructional periods but may only do so after consultation with the Superintendent as to the need for such an assignment. Teachers who voluntarily accept additional teaching periods shall be compensated pursuant to B.3. below.

- B. 3. Any staff member assigned to teach more than thirty (30) instructional periods per week shall be compensated at the rate of $1/1116^{\text{th}}$ of his/her annual salary for each additional period so assigned. Payments for extra assigned periods shall be made in addition to the staff member's base salary and paid with his/her regular pay. This additional pay shall be pensionable. It is understood and agreed to by the parties that should a staff member not be assigned additional teaching periods, compensation for the added work will be discontinued and he/she shall be entitled only to the appropriate guide salary.

[Example: a teacher earning \$40,164 per annum would be compensated an additional \$35.99 ($\$40,164 \div 1116$) for each period taught in excess of six (6) per day, times the number of days the period is assigned. In the event that the teacher is assigned the period for 90 days, the compensation would equal an additional payment of \$3,239.10 for the school year in which he/she teaches the additional classes.]

- C. Every teacher shall have a lunch period no shorter than the pupil's lunch period and every reasonable effort will be made to hold the lunch period to forty-two (42) minutes.
- D. Classroom teachers shall, in addition to their lunch period, have a forty-two (42) minute preparation period each day, except on an abbreviated schedule day when the preparation period shall be equal in length to the abbreviated class period. They shall not be assigned to any other duties except in case of emergency. Teachers may volunteer to cover classroom or lunch assignments and will be compensated as per Schedule D. In cases of emergency, teachers can be assigned the above duties.

- E. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.
- F. Eighth grade overnight trip chaperones shall be paid a stipend plus salary. See Schedule D. The Superintendent/Principal will be responsible for selecting chaperones for the trip. Field trips beyond the regular school day shall be reimbursed as per Schedule D. Field trips beyond the regular school day must be approved by the Superintendent/Principal. Teacher participation in Field Trips which extend beyond the teacher's work day shall be voluntary.
- G. Teacher participation in extracurricular activities designated in Schedule D shall be voluntary and shall be compensated as set-forth in Schedule D.
- H. Teaching staff members may be required to attend up to two (2) meetings per month which extend beyond the school day. These meetings may extend up to forty (40) minutes beyond the regular school day and may only be held on Mondays. Any attendance at meetings beyond the regular school closing time on other days or beyond the forty (40) minute time for Monday meetings shall be compensated as per Schedule D. Meetings shall be authorized by the Superintendent/Principal. A maximum of two (2) meetings per year may be scheduled "back-to-back" (i.e. one (1) meeting of up to eighty (80) minutes would count as two (2) monthly meetings) with at least one month's notice.
- I. The notice of an agenda for any full faculty meeting shall be given to teachers at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- J. Teacher participation in home instruction shall be voluntary and shall be compensated as per Schedule D.
- K. Teachers shall be notified of their class and/or teaching assignment for the following school year on or before June 7.
- L. A notice of a vacancy shall be posted, and a copy shall be sent to the Association, at least ten (10) calendar days before the final date when applications must be submitted. Where extenuating circumstances arise the notice will be posted and sent to the Association at the same time the notice is advertised and sent to prospective candidates.
- M. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

ARTICLE V
NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, the board agrees to minimize, whenever possible, non-teaching

duties.

- B. Teachers may be required to perform lunchroom or playground duty except during their lunch and preparation periods.
- C. Teachers shall not be required to transport students. A teacher may do so voluntarily with the advance approval of the Superintendent/Principal. Teachers who utilize their automobiles for approved school business will be compensated at the IRS rate per mile.

ARTICLE VI
TEACHER WORK YEAR

- A. The teacher work year shall consist of 186 days including one (1) orientation day.

If emergency closings are necessary, the school year will be extended to comply with the 180-day minimum for students as required by the State of New Jersey.
- B. Teachers may be required to attend two two-hour evening conferences per year without compensation time, as well as one two-hour evening for Back to School Night.
- C. The day before Thanksgiving shall be a shortened four (4) hour work day.

ARTICLE VII
SALARIES

- A. The Salaries of all teachers covered by this agreement are set forth in Schedules A, B, and C which are attached hereto and made a part hereof.
- B. All teachers shall be paid in equal semi-monthly installments.
- C. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay and sent to MONOC Credit Union in their name by the 15th of each month. These funds shall be paid to the teacher on the final day in June.
- D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June.
- F. The granting of any salary increment and/or adjustment as set forth in the Salary Schedule shall not be deemed to be automatic. Such salary increment and/or adjustment may, at the discretion of the Board, be withheld for inefficiency or other good cause, subject to the guidelines established by the Commissioner of Education and New Jersey State Law.

- G. Teachers working during the summer on any professional activity approved by the Board and Administration shall be compensated as per Schedule D.
- H. Teachers approved by the Board to perform any additional or extracurricular duties shall be paid in the next available payroll immediately following the completion of said extra curricular duties in one separate check.
- I. The Board shall pay the appointed extended school year program teachers at a rate set forth in Schedule D for actual teaching time. Preparation is a part of the duties incorporated into the program and there shall be no additional compensation for preparation time. The time to be compensated shall be the actual hours set forth in the IEP's and shall require prior approval by the Board.
- J. Beginning with the 2009-10 school year, a twelve (12) month pay option shall be available for all teachers.

ARTICLE VIII
TEACHER EVALUATION

- A. Procedures for teacher evaluation shall be in conformance with statute and the rules and regulations of the State Department of Education as may be determined by judicial authority.
- B. PROCEDURE
 - 1. All tenured teachers shall be observed and evaluated a minimum of once yearly and all non-tenured teachers shall be observed and evaluated in accordance with statutory requirements. Each evaluation shall be in writing.
 - 2. All monitoring or observation of the work performance shall be conducted openly and with full knowledge of the teacher.
 - 3. The Superintendent shall designate certified personnel responsible for the formal written evaluation of teachers and teachers shall be advised of the titles of such individuals.
- C. OBSERVATION PROCEDURE
 - 1. A teacher shall be given a copy of any formal observation report prepared by his/her evaluator(s) within (10) school days of the observation. The observation report should identify the strengths and/or weaknesses, if any, of the teacher's performance. If any weaknesses are noted, remedies and assistance for their correction should be included. A conference shall be scheduled to discuss it. If the teacher wishes, she/he may request additional conference time prior to the observation forms being placed in the teacher's file. No such observation report shall be submitted to Central Office, placed in the teacher's file or otherwise acted upon without an opportunity for a conference with the teacher. The teacher shall sign the observation form as an acknowledgment of having seen the report and comments therein, with the express understanding that such signature in no way indicates agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete observation form.

2. The conference shall be held within five (5) school days after receipt by the teacher of the written observation report. At such conference, the teacher shall be prepared to discuss with the supervisor and/or administrator her/his strengths and/or weaknesses. Conferences should be held within the school day. The right to representation at such a conference shall be in accordance with the law. Teachers shall have the right to submit a written answer to such material which shall be reviewed by the superintendent and shall be attached to the file copy.

3. In no case shall another observation for purposes of formal evaluation be conducted sooner than twenty (20) school days following the conference concerning the previous formal classroom observation. Observations shall be completed by the first full week in June.

D. EVALUATION PROCEDURE

Prior to the time of the evaluation conference, the administrator shall notify the teacher of the date for the conference and shall supply the teacher with a blank evaluation form. Both the administrator and the teacher shall complete the appropriate portions of the forms prior to the conference and shall discuss them at the meeting.

No evaluation shall be made after the termination of the teacher's employment nor shall derogatory material be placed in the file with the exception that any continuing grievance or material initiated prior to termination and completed after termination shall go into the personnel file. Evaluation forms shall be mutually developed.

E. COMPLAINT PROCEDURE

Any written complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are or may be used in a manner in evaluating a teacher and which is to be placed in a teacher's file shall be processed as follows:

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall be entitled to a copy of a written complaint. The teacher may make a written statement concerning the written complaint which shall be attached to the file copy.

ARTICLE IX

PROFESSIONAL DEVELOPMENT, EDUCATIONAL IMPROVEMENT AND MENTORING

A. The Board and the Association support the principle of continuing the training of teachers and the improvement of instruction.

B. To work toward the ends stated above, the Board agrees to implement the following:

1. To pay the full cost of reasonable expenses pursuant to Board policy

(including fees, meals, lodging, and transportation) incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher work day or during the summers shall be voluntary and in-service credit may be earned.

3. Teachers shall be granted consultation time for professional development and/or individual improvement with the immediate superior as required. Such meetings shall be scheduled within the teacher's workday, but not during the teacher's preparation period and the teacher will be relieved from other duties thereof.

4. Class coverage will be provided on those days when the Child Study Team must meet with the classroom teacher. Classes of these teachers scheduled to meet with the Team will be covered.

5. Teachers shall be provided opportunities to visit other schools and to attend meetings and conferences of an educational nature, relevant to Brielle School, for the development of increased competence beyond that which they may attain through the performance of their assigned duties. Teachers shall present a written or oral evaluation upon request by the Superintendent/Principal.

C. The Board of Education agrees to pay for up to six credits per year per teacher for approved courses. Effective July 1, 2008 the Board's maximum liability shall be \$36,000 per year. Reimbursement shall be in a separate check.

1. The teacher must notify the Superintendent in writing each year prior to November 1st as to the teacher's intention to take courses for which he/she will seek reimbursement in the following budget year(July 1 to June 30).

2. Prior to taking the course, the teacher shall submit the specific title of the course for approval. Approval shall not be unreasonably withheld. Courses which are part of a matriculated program shall be approved.

3. Reimbursement shall be at the State University rate:

100% for courses with a grade of "A" or "Passing"

75% for courses with a grade of "B"

50% for courses with a grade of "C"

There will be no reimbursement for courses with a grade lower than "C" or a "Failing" grade.

4. Guide movement is limited to September and February.

D. The Board of Education and the Association understand and support the necessity of an effective mentoring program for non-tenured teaching staff members. The parties further understand that compensation for the time an individual dedicates to the process as a mentor is valuable and worthy of the full rate of compensation paid by the State of New Jersey for said process. However, in the event the state does not reimburse the district for mandatory mentoring fees, the parties agree that individual staff members, who accept the position as a mentor, shall be compensated by the Board at a rate of \$375.00 for their services.

ARTICLE X
TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison committee which shall meet with the Superintendent/Principal at least three (3) times a year for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of operational policies. Said committee shall consist of at least (1) member each from Primary, Middle, and Upper grades, and one (1) Specialist. Said committee shall function in an advisory capacity only.

ARTICLE XI
SICK LEAVE

- A. All teachers employed shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. A doctor's certificate may be requested by the Superintendent/Principal.
- C. Any teacher shall be compensated for unused sick leave days upon retirement after serving a minimum of fifteen (15) years in the district according to the following schedule:
- a. for employees with less than twenty (20) years of service to the district -\$50 per day
 - b. for employees with twenty (20) or more years of service to the district:
 - for days 1 through 100: \$55 per day
 - for days 101 through 200: \$60 per day
 - for days 201 and above: \$65 per day (without limit on the total accumulation)

The payment for unused sick leave shall be made in two (2) equal payments beginning on January 1 in the year following retirement. The second payment shall be made on the January 1 following the first payment.

ARTICLE XII
TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:
- 1. Three (3) days of leave of absence for personal, legal, household, religious or family matters which require absence during school hours. Application to the teacher's Superintendent/Principal for personal leave shall be made at least ten (10) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this

section. Such leave shall not be taken either immediately prior to nor immediately following a holiday or vacation except in cases of emergency or other extenuating circumstances.

2. Time necessary 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.
3. Up to five (5) consecutive school days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, brother, sister, or any other member of the immediate household. Up to one (1) school day at any time in the event of the death of an aunt, uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law. Two additional days shall be granted to a teacher if he/she is the person responsible for the arranging the aforementioned funeral.
4. Up to a total of two (2) days in a school year in the event of serious illness of a teacher's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or any other member of the immediate household.
5. Time necessary for persons called into temporary active duty of any unit of the United States Reserve or the State National Guard, provided such obligations cannot be filled on days when school is not in session. A teacher shall be paid regular pay in addition to any pay which he/she receives from the State or Federal Government.

Leaves taken pursuant to paragraph 1 above shall be in addition to any sick leave to which the teacher is entitled.

Teachers may accumulate up to fourteen (14) days per year of sick, personal, or family illness days.

ARTICLE XIII **EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that up to one (1) teacher, who has attained tenure in the Brielle School System shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose in engaging in the activities of the Association or its affiliates.
- B. A leave of absence without pay for up to two (2) years, or tenure of scholarship, 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 Fulbright Scholarship. Teachers shall give notification of such acceptance into one of the above programs.
- C. Military leave 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 the period of said induction of initial enlistment.
- D. Maternity Leave. Any pregnant teacher may apply for a leave of absence without

pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

Pregnancy leave shall be granted subject to the following conditions:

1. A teacher shall notify the Superintendent/Principal of her pregnancy as soon as possible after medical confirmation.
 2. A request for pregnancy leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 3. Exact dates of leave will be arranged, if possible, before the beginning of the semester.
 4. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from pregnancy leave.
 5. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes. However, the leave of absence granted a nontenure teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained. In no case shall the leave of absence extend beyond the second school year following the termination of pregnancy.
 6. Except as provided above, no teacher shall be barred from returning to duty after termination of the pregnancy solely on the ground that there has not been a time lapse between the birth and her desired date of return.
 7. Any tenured teacher adopting an infant child shall receive similar treatment which shall become effective upon his/her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
 8. Nothing shall abrogate a teacher's rights under Title 9, USCA. with respect to Employment Policies Relating to Pregnancy and Childbirth.
- E. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the tenure teacher's immediate family. Additional leave may be granted at the discretion of the board.
- F. The board shall grant a leave of absence without pay to any tenure teacher to serve in public office for one term.
- G. Other leaves of absence without pay may be granted by the Board for good reasons.
- H. Upon return from leave granted pursuant to Section C of this ARTICLE, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure
- I. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon return, and he/she shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- J. All extensions or renewals of leaves shall be applied for and granted in writing on or before May 8.

ARTICLE XIV
SABBATICAL LEAVES

- A. A sabbatical leave may be granted to a teacher by the Board for study including study in another area or specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:
1. Sabbatical Leave may be granted to one (1) teacher per year.
 2. Requests for sabbatical leave must be received by the Superintendent/Principal in writing no later than November 1, and action must be taken on all such requests no later than June 1 of the school year preceding the school year for which the sabbatical leave is requested.
 3. The teacher has completed at least seven (7) full school years of service in the Brielle School District.
 4. A teacher on sabbatical leave for a full school year shall be paid by the Board at half -pay of the salary rate which he/she would have received if he/she had remained on active duty.
 5. The teacher must sign a contract agreeing to return and continue teaching in the system for at least a period of three (3) years after returning from leave. If a teacher fails to continue in service after such leave of absence, the teacher shall repay to the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the three (3) subsequent years of service bears to the full three (3) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
 6. A report in writing not to exceed ten (10) pages must be submitted to the Superintendent/Principal at the conclusion of the leave and the teacher will be available to make up to three (3) presentations on the results of his or her sabbatical leave.

ARTICLE XV
INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below:
1. Employees whose actual employment commenced prior to July 1, 1996, shall receive full family coverage at Board expense. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include the following, if stated in the master policy.
 - a. Hospital room and board
 - b. Outpatient benefits
 - c. Laboratory fees, diagnostic expenses and therapy treatments

- d. Maternity costs
 - e. Surgical costs
 - f. Major Medical coverage
 - g. Prescription drug costs
 - h. Long term disability benefits
3. Effective school year 2004/05 the Traditional Plan shall increase the deductible to \$200/\$400 with a \$2,000/\$4,000 Catastrophic Limit, and will remain as a permanent option for health benefit coverage.
 4. The PPO Plan with 100%/80%, \$10 co-pay, \$200/\$400 deductible, and \$2,000/\$4,000 Catastrophic Limit shall be recognized as the primary Health Plan for the district. Effective school year 2004/05, newly hired employees only shall be enrolled in the PPO employee plan.
 - a. Well Care: Full well care coverage for all dependent children shall be included as part of the aforementioned PPO Plan.
- B. The Board shall provide to each new teacher a description of the health care insurance coverage provided under this ARTICLE, which shall include a clear description of the conditions and limits of coverage as listed above. Each teacher shall receive a copy of revisions and coverage as soon as they occur.
 - C. The Board shall provide a family dental plan. The Board will finance the plan in the amount of \$315.00 per employee per year which provides a \$50.00 lifetime deductible covering the areas of basic services and major services.
 - D. The Board shall reimburse each employee up to \$50.00 per year for vision care.
 - E. Teachers who waive their health care insurance shall receive a cash payment equal to 50% of the savings that accrues to the Board. Effective school year 2004/05, employees who choose to waive benefits shall continue to receive the dollar amount as determined by the 2003/04 Premium rate until the Horizon-Blue Card PPO premium rate is equal to or exceeds the current amount paid. Thereafter, the waiver amount shall be determined by the Blue Card PPO premium rate.
 - F. Employees whose actual employment commenced after June 30, 1996, shall receive single health coverage. Upon completion of three continuous years of employment they shall become eligible for the prevailing full-family coverage at the Board's expense. During his/her first three years of employment an employee may opt for Family, Husband/Wife or Parent/Child health coverage by paying the difference in premium between single and other appropriate coverage.

ARTICLE XVI
REPRESENTATION FEE

A. **Purpose**

In the event an employee should choose not to become a member of the Brielle Education Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. This fee shall be the maximum allowed by law.

B. **PROCEDURE**

1. **NOTIFICATION** Prior to November 1 and February 1 of each year, the Association will submit to the Board a list of employees who have neither become members of the Association for the then current year nor paid directly to the Association the full amount of the representation fee for that membership year. These individuals shall be designated as Representative Fee Paying employees.

2. **PAYROLL DEDUCTION** The Board will deduct from the salaries of the aforementioned employees the full amount of the yearly representative fee in equal installments beginning with the first paycheck of the next month.

3. **MECHANICS** Except as otherwise provided in the Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

4. **CHANGES** The Association will notify the Board in writing of any changes in the list provided for in Paragraph one above and/or the amount of the representative fee, and such changes will be reflected in the regular membership dues to the Association.

5. **TERMINATION OF EMPLOYMENT** If an employee is required to pay a representative fee and terminated his/her employment with the Board before the Association received the full amount of the representative fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fees from the last paycheck paid to said employee during the membership year in question.

6. **INDEMNIFICATION** The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon the representation fee information furnished by the Association or its representatives. The Association shall establish a procedure whereby an employee may challenge the deduction taken for such representation fee.

ARTICLE XVII
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Brielle

Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as said teachers, individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with the NJSA 53:14-15.9e as amended and under rules established by the State Department of Education. Said monies together with records of any correction shall be transmitted to the treasurer of the Brielle Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the following form:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC.SECURITY NO# _____
 SCHOOL _____ DISTRICT _____

TO: DISBURSING OFFICER BRIELLE BOARD OF EDUCATION

I hereby request and authorize the disbursing officer of the above school district to deduct from my earnings until notified of termination, an amount required for current year member's dues and such amounts as may be required for dues in each subsequent year, all as certified by the following affiliated and unified organizations, such amounts to be paid to such person as may from time to time be designated by the local association.

This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies as deducted and transmitted and relieve the Board of Education and its officers from any liability therefore.

Brielle Education Association _____
 Monmouth County Education Association _____
 New Jersey Education Association _____
 National Education Association _____

- B. The Brielle Education Association shall certify to the Board, in writing, the current rate of the NJEA UniServ Membership Dues. If, during the life of this agreement, there should be any changes in the rate of its membership dues, the Association shall furnish to the Board written notice sixty(60) days prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1, next succeeding the date on which notice of withdrawal is filed.
- E. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its member on the forms and deliver the signed forms to the Board. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of

liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

- F. The Board agrees to continue payroll deductions for MON-OC.

ARTICLE XVIII
BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board on its own behalf and on behalf of the citizens of the Borough of Brielle, Monmouth County, New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and the Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and the United States.
- C. The school calendar shall be made available to the Association after being adopted by the Board, but in no case later than April 30th of each year.

ARTICLE XIX
STAFF FACILITIES

- A. The Board shall provide a computer and a printer to be placed and maintained in the teacher's workroom.
- B. The Board shall provide and maintain in working order an air conditioner in the faculty room.

ARTICLE XX
ASSOCIATION AND TEACHER RIGHTS

- A. CRITICISM OF TEACHERS Any question or criticism by a supervisor, administrator, or Board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings except in exigent circumstances.
- B. PERSONNEL RECORDS
 - 1. FILE: A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him/her during such review.
 - 2. COMPLAINTS: No material derogatory to the teacher's conduct, service,

character, or personality shall be placed in his/her personnel file unless the teacher had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent/Principal or designee and attached to the file copy.

3. NO SEPARATE FILE: Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

- C. Should any teacher be required to attend a meeting with the Administration, Board or their designees concerning any complaint which could adversely affect future employment or increment and/or result in charges being certified to the Board, said teacher shall have the right to representation and shall also be given prior notification of the reasons for such meeting.
- D. The Board and the Association recognizes the importance of maintaining effective labor relations. To achieve the maximum ability to address and resolve Association related issues, the parties agree that a designated Association Representative shall be granted release time on an as needed basis. The parties agree that said release shall be subject to the consent of the superintendent and subject to the Association arranging class coverage without additional cost to the Board.

The procedures to be utilized on a rotating basis for meetings between an association Representative and the superintendent/principal are set forth below:

1. The first option the parties have is the use of a substitute, if a substitute is available.
2. If a substitute is not available, the Association Representative shall use his or her preparation period.
3. In the event that 1 and 2 above cannot be implemented, then the Association has the right to ask an Association member who has an unassigned period to cover the class of the Association Representative so that person can meet with the superintendent/principal.
4. It is incumbent upon the association to arrange for class coverage. In order to effectively do that, they need to know if a substitute is in the school building and that substitute's schedule.

ARTICLE XXI **SEPARABILITY AND SAVINGS**

- A. If any provision of this agreement or any application of this Agreement to

employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII
DURATION OF AGREEMENT

- A. This agreement shall be effective July 1, 2007 and shall remain in full force and effect through June 30, 2010. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- B. In witness whereof the Association has caused this Agreement to be signed by its President, and the Board has caused this Agreement to be signed by its President , attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first below written.
- C. The cost of printing this 2007-2010 contract shall be shared equally by the Board and the Association.

Schedule A
 YEAR 1
 2007-08 Brielle

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1-2	43,730	44,730	45,230	46,730	47,480	48,230	49,230
3-4	43,925	44,925	45,425	46,925	47,675	48,425	49,425
5-6	44,125	45,125	45,625	47,125	47,875	48,625	49,625
7	45,730	46,730	47,230	48,730	49,480	50,230	51,230
8	47,340	48,340	48,840	50,340	51,090	51,840	52,840
9	48,950	49,950	50,450	51,950	52,700	53,450	54,450
10	50,560	51,560	52,060	53,560	54,310	55,060	56,060
11	52,170	53,170	53,670	55,170	55,920	56,670	57,670
12	54,300	55,300	55,800	57,300	58,050	58,800	59,800
13	56,465	57,465	57,965	59,465	60,215	60,965	61,965
14	58,630	59,630	60,130	61,630	62,380	63,130	64,130
15	60,795	61,795	62,295	63,795	64,545	65,295	66,295
16	62,960	63,960	64,460	65,960	66,710	67,460	68,460
17	65,125	66,125	66,625	68,125	68,875	69,625	70,625
18	67,290	68,290	68,790	70,290	71,040	71,790	72,790
OG5	73,005	73,525	74,035	75,775	76,305	76,815	78,005
OG1	81,675	82,195	82,705	84,445	84,975	85,485	86,675

Schedule B
 YEAR 2
 2008-09 Brielle

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	45,040	46,140	46,690	48,340	49,165	49,990	50,990
2-3	45,240	46,340	46,890	48,540	49,365	50,190	51,190
4-5	45,475	46,575	47,125	48,775	49,600	50,425	51,425
6-7	45,810	46,910	47,460	49,110	49,935	50,760	51,760
8	47,795	48,895	49,445	51,095	51,920	52,745	53,745
9	49,875	50,975	51,525	53,175	54,000	54,825	55,825
10	51,955	53,055	53,605	55,255	56,080	56,905	57,905
11	54,035	55,135	55,685	57,335	58,160	58,985	59,985
12	56,115	57,215	57,765	59,415	60,240	61,065	62,065
13	58,195	59,295	59,845	61,495	62,320	63,145	64,145
14	60,275	61,375	61,925	63,575	64,400	65,225	66,225
15	62,355	63,455	64,005	65,655	66,480	67,305	68,305
16	64,435	65,535	66,085	67,735	68,560	69,385	70,385
17	66,515	67,615	68,165	69,815	70,640	71,465	72,465
18	68,595	69,695	70,245	71,895	72,720	73,545	74,545
OG5	74,005	74,525	75,035	76,775	77,305	77,815	79,005
OG1	82,675	83,195	83,705	85,445	85,975	86,485	87,675

Schedule C
 YEAR 3
 2009-10 Brielle

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	46,410	47,610	48,210	50,010	50,910	51,810	52,810
2	46,610	47,810	48,410	50,210	51,110	52,010	53,010
3-4	46,810	48,010	48,610	50,410	51,310	52,210	53,210
5-6	47,010	48,210	48,810	50,610	51,510	52,410	53,410
7-8	49,080	50,280	50,880	52,680	53,580	54,480	55,480
9	51,165	52,365	52,965	54,765	55,665	56,565	57,565
10	53,250	54,450	55,050	56,850	57,750	58,650	59,650
11	55,335	56,535	57,135	58,935	59,835	60,735	61,735
12	57,420	58,620	59,220	61,020	61,920	62,820	63,820
13	59,505	60,705	61,305	63,105	64,005	64,905	65,905
14	61,590	62,790	63,390	65,190	66,090	66,990	67,990
15	63,675	64,875	65,475	67,275	68,175	69,075	70,075
16	65,760	66,960	67,560	69,360	70,260	71,160	72,160
17	67,845	69,045	69,645	71,445	72,345	73,245	74,245
18	69,930	71,130	71,730	73,530	74,430	75,330	76,330
OG5	75,005	75,525	76,035	77,775	78,305	78,815	80,005
OG1	83,675	84,195	84,705	86,445	86,975	87,485	88,675

**Schedule D
Extracurricular Activities**

	2007-2008	2008-2009 2009-2010
Soccer	\$2,794.00	\$2,962.00
Cross Country		\$2,962.00
Basketball	\$3,912.00	\$4,147.00
Basketball JV		\$2,074.00
Baseball & Softball	\$2,794.00	\$2,962.00
Soccer Cheerleading	\$2,503.00	\$2,654.00
Basketball Cheerleading	\$3,495.00	\$3,705.00
Track		\$2,962.00
Yearbook	\$2,846.00	\$3,017.00
Newspaper	\$2,958.00	\$3,136.00
Student council	\$4,100.00	\$4,346.00
Safety Patrol	\$1,967.00	\$2,086.00
Overnight Chaperone	\$600.00	\$600.00
Intramurals	\$1,260.00	\$1,336.00
Drama Production		\$3,900.00
Drama Production Music		\$2,700.00
Webmaster		\$2,500.00

	2008-2009	2009-2010
Instructional Clubs		
School Clubs (20-40 hours)	\$37.00	\$39.00
Supervisory Clubs		
Dance Chaperone, Detention and Morning Monitoring	\$35.00	\$26.50
Article IV D & J (Class coverage and home instruction)	\$30.00	\$32.00
Article VII G (Curriculum writing)	\$30.00	\$32.00
Article IV F & H (Extended field trip and faculty meetings)	\$25.00	\$26.50
Article VII I (Extended school year)	\$45.00	\$45.00

For participation in any approved tournament, a head coach shall receive an additional \$200 and an assistant coach shall receive an additional \$100.

SCHEDULE E

**BRIELLE SCHOOL DISTRICT
Brielle, New Jersey**

Evaluation Instrument
Extracurricular Activities

Position _____

Name _____

School Year _____

Performance rating:
_____ Satisfactory _____ Unsatisfactory

Comments: _____

Evaluator _____ Date _____

Evaluatee _____ Date _____

SCHEDULE F

**BRIELLE SCHOOL DISTRICT
Brielle, New Jersey**

GRIEVANCE REPORT

GRIEVANCE # _____ Date Grievance occurred _____
Name of Grievant _____ Title _____

LEVEL I

Informal meeting between grievant and Superintendent was held on _____.

LEVEL II

Grievance was submitted to Superintendent on _____.
The position of the grievant is:

Signature _____ Date _____

The position of the Superintendent is:

Signature _____ Date _____

Grievance #

LEVEL III

Grievance was submitted to the Board of Education on _____

A hearing is requested by the Brielle Education Association

Yes _____

No _____

A hearing is granted by the Board of Education

Yes _____

No _____

A hearing is to be held on _____ Date

at _____ Time

in _____ Place

The position of the Board of Education is:

Signature of Board President _____ Date _____

The position of the grievant

is: _____

Signature: _____ Date: _____

Grievance # _____

LEVEL IV

Grievance was submitted to binding arbitration on

The decision and reasoning of the arbitrator are as follows:

Signature of Arbitrator _____ Date _____

SCHEDULE G

**BRIELLE SCHOOL DISTRICT
Brielle, New Jersey**

EVALUATION INSTRUMENT

Teacher's Name _____ Title _____

Activity Observed _____

Tenured _____

Non-tenured _____

Date of Observation _____ From _____ To _____

Lesson Observation

	Satisfactory	Needs Improvement	Unsatisfactory
Instructional Skills	_____	_____	_____
Knowledge of Content	_____	_____	_____
Knowledge and Use of Materials	_____	_____	_____
Classroom Management Skills	_____	_____	_____
Planning Skills	_____	_____	_____
Teacher- Student Rapport	_____	_____	_____

N.B. Areas rated as 'Needs Improvement' or 'Unsatisfactory' must be described in Evaluator's Comments/Recommendations section.

DESCRIPTION OF LESSON

STRENGTHS AND/OR WEAKNESSES

EVALUATOR'S COMMENTS AND RECOMMENDATIONS

This lesson activity was _____Satisfactory _____Unsatisfactory

An observation conference was held on_____.

Teacher's signature

Date

Evaluator's Signature

Date

* I acknowledge that this report has been read and explained and that my signature does not necessarily indicate agreement with the contents.

I recognize my right to submit a written answer to the evaluation and attach a copy to the original file.

SCHEDULE H
Contract Agreement

BRIELLE EDUCATION ASSOCIATION

BRIELLE BOARD OF EDUCATION

President

President

Negotiations Chairperson

Negotiations Chairperson

Date

Date
