

AGREEMENT
BETWEEN
THE
BRIELLE EDUCATION ASSOCIATION
AND
THE
BOARD OF EDUCATION, BOROUGH OF BRIELLE
MONMOUTH COUNTY, NEW JERSEY
JULY 1, 2017 – JUNE 30, 2019

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PREAMBLE

This agreement is entered into this July 1, 2017 until June 30, 2019 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 Education Teacher
Classroom Teachers
Speech-Language Specialist
Learning Disabilities Teacher/Consultant
Nurse
Guidance Counselors
Librarians
Social Workers
Home Instruction Teachers
Special Area Teachers
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 N.J.S.A. 34-13A 5.1 et seq.
- B. The Association and Board committees shall commence negotiations by the final work day 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 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. A nine (9) period day may be implemented by the administration. Within that workday, staff assignments may be as follows:
- i. Kindergarten through eighth grade, special area and special education teachers will have up to thirty (30) instructional periods per regular five (5) day work week. 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 these five (5) preparation periods shall, whenever possible, be unimpinged by the administration. These periods shall not be assigned but shall be scheduled through consultation between the administration and the teacher involved. For planning purposes, consultation must occur five (5) work days in advance of the actual meeting or conference, except in case of emergency.

The use of these periods may include and shall be limited to the following types of meetings:

- CST
- 504
- IEP
- I & RS
- Parent Conferences
- Formal Observation Conference(s)
- End-of-year Evaluation Conference

Additional acceptable uses of these periods may be scheduled with consultation between the administration and the teacher involved occurring one (1) month in advance are:

- Grade Level Meetings
- Departmental Meetings
- Content Area Meetings
- Turn Key Professional Development Workshops (share with colleagues)
- Other Forms of Common Planning Time

In no event shall more than one (1) period per day or five (5) periods per week of a teacher's preparation time be used under this clause. In no event shall a duty be included. Every effort will be made to schedule sixth through eighth grade teachers' so that they do not teach more than two (2) grade levels.

Teachers may voluntarily accept assignments 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 the extra teaching periods shall be compensated as 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 1/1116th 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 divided by 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 ninety (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 (40) minutes.
- D. Classroom teachers shall, in addition to their lunch period, have a forty (40) 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 C. In cases of emergency, teachers can be assigned to classroom or lunch duty.
- 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 C. 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 C. 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 C shall be voluntary and shall be compensated as set-forth in Schedule C.

- 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 C. Meetings shall be authorized by the Superintendent/Principal. Administration may schedule a maximum of two (2) meetings per year which can last eighty (80) minutes. This would count as the two (2) meetings for the month. Administration may not schedule another meeting in the same month if an eighty (80) minute meeting is scheduled. At least one month's notice must be given for each of these extended length meetings.
- 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 C.
- 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 185 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.
- D. The day prior to the December Holiday shall be a shortened four (4) hour work day (codifying past practice).

ARTICLE VII
SALARIES

- A. The Salaries of all teachers covered by this agreement are set forth in Schedules A and, B which are attached hereto and made a part hereof.
- B. All teachers shall be paid in equal semi-monthly installments.
- C. 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.
- D. Teachers shall receive their final checks on the last working day in June.
- E. 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.
- F. Teachers working during the summer on any professional activity approved by the Board and Administration shall be paid as per Schedule C.
- G. 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.
- H. The Board shall pay the appointed extended school year program teachers at a rate set forth in Schedule C 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.
- I. 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 ten (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 (6) graduate credits per teacher per year. Effective July 1, 2017, the Board's maximum liability shall be \$34,800 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 to the superintendent 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. Transcripts with course grade must be submitted to the business office prior to the August and January board meetings for approval.
 5. To ensure the Board of Education's investment in teachers is realized in the district, any teacher who resigns or retires within two years of receiving reimbursement for graduate courses shall reimburse the board of education for the amount received within a two year period.
- 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 five (5) 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, step-parent, grandparent, step-grandparent, grandchild, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, and 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 or uncle. Two (2) additional days shall be granted to a teacher if he/she is the person responsible for 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 nontenured 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 tenured 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 tenured 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, except as provided for below. 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. Prescription drug costs
 3. The Horizon Direct Access Plan shall include 100%/80% co-insurance, \$15 co-pay for office visits, \$50 co-pay for Emergency Room visit, \$400/\$800 in-network out of pocket maximum, \$100/\$250 out of network deductible, , \$2000/\$5000 Catastrophic Limit, and full well care for all dependent children.
 4. The Direct Access Plan is the base plan for the District and the Board's contribution towards premiums will be based upon this plan. Employees wishing to take coverage under the Traditional Plan will be responsible for paying the premium difference between the Direct Access Plan and the Traditional Plan as well as any contributions required by current state law. Employees wishing to take coverage under the PPO Plan will be responsible for paying the premium difference between the Direct Access Plan and the PPO Plan as well as any contributions required by current state law. Employees may choose to take coverage under the OMNIA Tier 1 plan through Horizon Blue Cross Blue Shield.

- 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. The waiver amount shall be calculated from the District Base Plan rate in effect at the time of the waiver. The maximum payment for those waiving benefits shall be \$7,000.00.
- 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 (3) 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 New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made

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

The Board shall provide a computer and a printer to be placed and maintained in the teacher's workroom.

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.
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, 2017 and shall remain in full force and effect through June 30, 2019. 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 contract shall be distributed electronically and printed back to back on the school's high speed copiers.

Schedule A

July 1, 2017 through June 30, 2018

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	52,085	53,285	53,885	55,685	56,585	57,485	58,485
2	52,285	53,485	54,085	55,885	56,785	57,685	58,685
3	52,485	53,685	54,285	56,085	56,985	57,885	58,885
4	54,875	56,075	56,675	58,475	59,375	60,275	61,275
5	57,010	58,210	58,810	60,610	61,510	62,410	63,410
6	59,530	60,730	61,330	63,130	64,030	64,930	65,930
7	61,955	63,155	63,755	65,555	66,455	67,355	68,355
8	63,980	65,180	65,780	67,580	68,480	69,380	70,380
9	66,030	67,230	67,830	69,630	70,530	71,430	72,430
10	68,130	69,330	69,930	71,730	72,630	73,530	74,530
11	70,305	71,505	72,105	73,905	74,805	75,705	76,705
12	72,805	74,005	74,605	76,405	77,305	78,205	79,205
13	75,705	76,905	77,505	79,305	80,205	81,105	82,105
14	77,863	79,097	79,714	81,565	82,491	83,416	84,445

Schedule B

July 1, 2018 through June 30, 2019

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	52,085	53,285	53,885	55,685	56,585	57,485	58,485
2	52,285	53,485	54,085	55,885	56,785	57,685	58,685
3	52,485	53,685	54,285	56,085	56,985	57,885	58,885
4	54,875	56,075	56,675	58,475	59,375	60,275	61,275
5	57,010	58,210	58,810	60,610	61,510	62,410	63,410
6	59,530	60,730	61,330	63,130	64,030	64,930	65,930
7	61,955	63,155	63,755	65,555	66,455	67,355	68,355
8	63,980	65,180	65,780	67,580	68,480	69,380	70,380
9	66,030	67,230	67,830	69,630	70,530	71,430	72,430
10	68,130	69,330	69,930	71,730	72,630	73,530	74,530
11	70,305	71,505	72,105	73,905	74,805	75,705	76,705
12	72,805	74,005	74,605	76,405	77,305	78,205	79,205
13	75,705	76,905	77,505	79,305	80,205	81,105	82,105
14	77,863	79,097	79,714	81,565	82,491	83,416	84,445
15	79,999	81,272	81,906	83,808	84,760	85,710	86,767

Schedule C

Extra Curricular Activities	2017-2019
Soccer	\$3,082
Cross Country	\$3,082
Asst. Cross Country Coach (as needed)	\$1,500
Basketball	\$4,315
Baseball and Softball	\$3,082
Soccer Cheerleading	\$2,761
Basketball Cheerleading	\$3,855
Track	\$3,082
Asst. Track Coach (as needed)	\$1,500
Yearbook	\$3,139
Newspaper	\$3,263
TV Studio Advisor	\$3,200
Student Council	\$4,522
Safety Patrol	\$2,171
Overnight Chaperone	\$624
Classroom Change	\$250
Art Club	\$1,200
Academic Team	\$1,500
Drama Production	\$4,058
Drama Production (Music)	\$2,809
Drama Production Assistant	\$1,000
Technology Coach	\$2,800

	2017-2019
Instructional Clubs	
School Clubs (20-40 hours)	\$41
Supervisory Clubs	
Dance Chaperon, Detention and Morning Monitoring	\$27.50
Article IV D&J Class Coverage & Home Instruction	\$33
Article VII G Curriculum Writing	\$33
Article IV F&H Extended Field Trip & Faculty Management	\$27.50
Article VII I Extended School Year	\$47

For participation in any approved tournament, a head coach shall receive an additional \$200.00 and an assistant coach shall receive an additional \$100.00.

Schedule D

**BRIELLE SCHOOL DISTRICT
Brielle, New Jersey**

Evaluation Instrument
Extracurricular Activities

Position _____

Name _____

School Year _____

Performance rating:

_____ Satisfactory

_____ Unsatisfactory

Comments: _____

Evaluator _____ Date _____

Evaluatee _____ Date _____

Schedule E

**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 of Board President _____ 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 F

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 G

BRIELLE EDUCATION ASSOCIATION

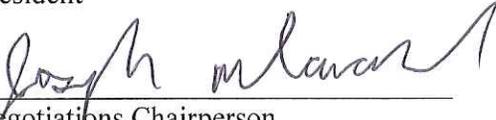

President


Negotiations Chairperson

11/27/17
Date

BRIELLE BOARD OF EDUCATION


President


Negotiations Chairperson

12/7/2017
Date
