

Contract no 654

AGREEMENT
BETWEEN
THE
BRIELLE EDUCATION ASSOCIATION
AND
THE
BOARD OF EDUCATION, BOROUGH OF BRIELLE
MONMOUTH COUNTY, NEW JERSEY
1989-1992

TABLE OF CONTENTS

		PAGE
PREAMBLE		1
ARTICLE I	RECOGNITION	2
ARTICLE II	NEGOTIATION PROCEDURE	3
ARTICLE III	GRIEVANCE PROCEDURE	4
ARTICLE IV	TEACHING HOURS AND TEACHING LOAD	7
ARTICLE V	NON- TEACHING DUTIES	9
ARTICLE VI	TEACHER WORK YEAR	9
ARTICLE VII	SALARIES	9
ARTICLE VIII	TEACHER EVALUATION	11
ARTICLE IX	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	14
ARTICLE X	TEACHER-ADMINISTRATION LIAISON	16
ARTICLE XI	SICK LEAVE	16
ARTICLE XII	TEMPORARY LEAVES OF ABSENCE	17
ARTICLE XIII	EXTENDED LEAVES OF ABSENCE	19
ARTICLE XIV	SABBATICAL LEAVES	22
ARTICLE XV	INSURANCE PROTECTION	23
ARTICLE XVI	DEDUCTIONS FROM SALARY	24
ARTICLE XVII	BOARD RIGHTS AND RESPONSIBILITIES	27
ARTICLE XVIII	SEPARABILITY AND SAVINGS	27
ARTICLE XIX	STAFF FACILITIES	28
ARTICLE XX	TEACHER RIGHTS	28
ARTICLE XXI	DURATION OF AGREEMENT	29
 SCHEDULES		
A	TEACHER SALARY SCHEDULE 1989-92	30
B	EXTRACURRICULAR POSITIONS	31
C	NEGOTIATED AGREEMENT MEMBERS	32
D	GRIEVANCE REPORT	33
E	LESSON EVALUATION FORM	36

PREAMBLE

This agreement is entered into this July 1, 1989 until June 30, 1992 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
Computer Teacher
Classroom Teachers
Music Teachers
Art Teacher
Speech-Language Specialist
Child Study Team Coordinator-Learning Consultant
Physical Education Teachers
Nurse
Guidance Counselors
Librarians
Social Workers
Reading Teachers
Home Instruction Teachers
Basic Skills Improvement Program 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 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 Chapter 123, Public Laws of 1974.
- B. The association and Board Committee shall exchange total contract proposals by December 5 of the calendar year preceding the calendar year in which this Agreement expires and 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 three (3) 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. 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). The decision of the arbitrator, along with his or 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 AND TEACHING LOAD

- A. Teachers shall indicate their presence by initialling the faculty sign-in roster in the morning and at meetings where attendance documentation is government-mandated.
- B. No teacher shall be required to report for duty earlier than 8:25 a.m. Teachers shall be permitted to leave the school at 3:20 p.m. On Fridays or on days preceding holidays or vacations, the teacher's day may end at the close of the pupil's day. If, for some reason, a teacher wishes to leave earlier than 3:20 p.m., it should be cleared through the Superintendent/Principal's office. If there is an emergency, a mutually agreed upon emergency time schedule will be adopted for the duration of the emergency.
- 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 45 minutes.
- D. Classroom teachers shall, in addition to their lunch period, have a forty-five 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 at the rate of \$18.00 per period (1989-90), \$20.00 per period (1990-91), \$22.00 per period (1991-92). 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 chaperons shall be paid a * stipend plus salary. The Superintendent/Principal will be responsible for selecting chaperons for the trip. Field trips beyond the regular school day shall be reimbursed at the

rate of \$18.00 per hour (1989-90), \$20.00 per hour (1990-91), \$22.00 per hour (1991-92). 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.

* See schedule B.

- G. Teacher participation in extra-curricular activities designated in Schedule B shall be voluntary and shall be compensated as set forth in Schedule B.
- H. Teaching staff members may be required to attend up to two meetings per month which extend beyond the school day of 3:20 p.m. These meetings may extend until 4:00 p.m., and shall be held only on Mondays. Any attendance at meetings beyond the regular school closing time or beyond 4:00 p.m., in the case of Monday meetings shall be compensated at the rate of \$18.00 per hour (1989-90), \$20.00 per hour (1990-91), \$22.00 per hour (1991-92).
Meetings shall be authorized by the Superintendent/Principal.
A maximum of two meetings per year may be scheduled "back-to-back" (ie. one meeting from 3:20-4:40 p.m. would count as two monthly meetings) with at least one month's notice.
- I. The notice of an agenda for any full faculty meeting shall be given to the teachers at least one 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 he/she shall be compensated at the rate of \$18.00 per hour (1989-90), \$20.00 per hour (1990-91), \$22.00 per hour (1991-92).
- K. Teachers shall be notified of their class and/or teaching assignment for the following school year on or before June 7.

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 rate of 17 cents per mile.

ARTICLE VI

TEACHER WORK YEAR

- A. The teacher work year shall consist of 183 days (1989-90), 184 days (1990-91), 185 days (1991-92), 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 2-hour evening conferences per year for which they will receive two hours of compensatory time for each evening attended.

ARTICLE VII

SALARIES

- A. The Salaries of all teachers covered by this agreement are set forth in Schedule A which is 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. 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 paid \$18.00 per hour (1989-90), \$19.00 per hour (1990-91) \$20.00 per hour (1991-92).
- 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.

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 of a teacher 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. STATION 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. Conference should be held within the school day without loss of benefit to the teacher. The right to representation at such 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 the purposes of formal evaluation be conducted sooner than thirty (30) school days following the conference concerning the previous formal classroom observation.

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 the written complaint. The teacher may make a written statement concerning the written complaint which shall be attached to the file copy.

F. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall under no circumstances establish any separate personnel file or personal file which is not available for the teacher's inspection.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 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 workday or during the summer 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 100% of the State College tuition rate up to six credits per year per teacher for approved courses. Reimbursement shall be in a separate check.
- * Any faculty member who is earning incentive increments at a rate of \$30.00 per credit as of June 30, 1985, shall continue to receive payment added to his/her salary. *See schedule C.

Note: In order for the Board to budget properly, teachers must notify the Superintendent/Principal in writing prior to November 1 as to the number of course credits they plan to take.

ARTICLE X

TEACHER- ADMINISTRATION LIAISON

- A. The Association shall select a Liaison committee which shall meet with the Superintendent/Principal at least five (5) 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 one (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. Up to five (5) sick days may be advanced from the coming year after all other previous accumulated sick leave days are used.
- C. A doctor's certificate may be requested by the Superintendent/Principal.
- D. Any teacher shall be compensated for unused sick leave days up to a maximum of 225 days upon retirement or separation after serving 15 years in the district. The rate of compensation will be \$30.00 per day.

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, grandparents, parents, brothers, sisters, or any other member of the immediate household. Up to one (1) school day at any one 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, and sister-in-law. Up to three (3) days in the event that the teacher has to arrange the 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 Braille School System shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of 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 or initial enlistment.
- D. Maternity Leave. Any pregnant teachers 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 29, 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 April 29.

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 to 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. 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
- 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 \$245.00 (1989-90) \$280.00 (1990-91), \$315.00 (1991-92) 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.

ARTICLE XVI

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 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 _____ SOCIAL SECURITY NO. _____

SCHOOL _____ DISTRICT _____

TO: DISBURSING OFFICER _____ 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 members' 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 Uni-Serv 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 XVII

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. Any questions or criticism by a teacher or member of the Brielle Education Association bargaining unit of the Board or the Administration shall be made in confidence and not in the presence of students, parents, teachers, or other public gatherings.
- D. The school calendar shall be made available to the Association after being adopted by the Board, but in no case later than April 30 of each year.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

- A. If any provisions 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 XIX

STAFF FACILITIES

- A. The Board shall provide an electric standard typewriter and stand to be placed and maintained in the teachers' workroom.
- B. The Board shall provide and maintain in working order an air conditioner in the faculty room.

ARTICLE XX

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.
- B. PERSONAL 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 a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has 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.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1989 and shall remain in full force and effect through June 30, 1992. 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 members of its Negotiating Team, and the Board has caused this Agreement to be signed by its President and members of its Negotiating Team, 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 1989-92 contract shall be shared equally by the Board and the Association.

SCHEDULE A

	<u>BA</u> <u>SALARY</u>	<u>BA15</u> <u>SALARY</u>	<u>BA30</u> <u>SALARY</u>	<u>BA</u> <u>SALARY</u>	<u>BA15</u> <u>SALARY</u>	<u>BA30</u> <u>SALARY</u>	<u>Ed. D.</u> <u>SALARY</u>
1989-90							
1	22,500	22,950	23,400	24,190	24,640	25,090	25,190
2	23,000	23,450	23,900	24,690	25,140	25,590	25,690
3	23,440	23,890	24,340	25,130	25,580	26,030	26,130
4	24,240	24,690	25,140	25,930	26,380	26,830	26,930
5	25,000	26,190	26,640	27,430	27,880	28,330	28,430
6	26,340	26,790	29,240	30,030	30,480	30,930	31,030
7	29,940	30,390	30,840	31,630	32,080	32,530	32,630
8	31,740	32,190	32,640	33,430	33,880	34,330	34,430
9	33,940	34,390	34,840	35,630	36,080	36,530	36,630
10	36,340	36,790	37,240	38,030	38,480	38,930	39,030
11	37,840	38,290	38,740	39,530	39,980	40,430	40,530
12	39,140	39,590	40,040	40,830	41,280	41,730	41,830
13	40,140	40,590	41,040	41,830	42,280	42,730	42,830
14	41,315	41,765	42,215	43,005	43,455	43,905	44,005
15	42,940	43,390	43,840	44,630	45,080	45,530	45,630
16	44,940	45,390	45,840	46,630	47,080	47,530	47,630

1990-91							
1	24,120	24,570	25,020	26,065	26,515	26,965	27,065
2	24,620	25,070	25,520	26,565	27,015	27,465	27,565
3	25,120	25,570	26,020	27,065	27,515	27,965	28,065
4	25,620	26,070	26,520	27,565	28,015	28,465	28,565
5	27,120	27,570	28,020	29,065	29,515	29,965	30,065
6	28,720	29,170	29,620	30,665	31,115	31,565	31,665
7	32,245	32,695	33,145	34,190	34,640	35,090	35,190
8	33,520	33,970	34,420	35,465	35,915	36,365	36,465
9	35,520	35,970	36,420	37,465	37,915	38,365	38,465
10	37,720	38,170	38,620	39,665	40,115	40,565	40,665
11	40,220	40,670	41,120	42,165	42,615	43,065	43,165
12	41,820	42,270	42,720	43,765	44,215	44,665	44,765
13	42,620	43,070	43,520	44,565	45,015	45,465	45,565
14	43,320	43,770	44,220	45,265	45,715	46,165	46,265
15	46,020	46,470	46,920	47,965	48,415	48,865	48,965
16	48,150	48,600	49,050	50,095	50,545	50,995	51,095

1991-92							
1	25,345	25,795	26,245	27,775	28,225	28,675	28,775
2	26,345	26,795	27,245	28,775	29,225	29,675	29,775
3	27,345	27,795	28,245	29,775	30,225	30,675	30,775
4	28,345	28,795	29,245	30,775	31,225	31,675	31,775
5	29,615	30,065	30,515	32,045	32,495	32,945	33,045
6	31,245	31,695	32,145	33,675	34,125	34,575	34,675
7	32,945	33,395	33,845	35,375	35,825	36,275	36,375
8	35,045	35,495	35,945	37,475	37,925	38,375	38,475
9	36,845	37,295	37,745	39,275	39,725	40,175	40,275
10	39,045	39,495	39,945	41,475	41,925	42,375	42,475
11	41,945	42,395	42,845	44,375	44,825	45,275	45,375
12	44,645	45,095	45,545	47,075	47,525	47,975	48,075
13	46,345	46,795	47,245	48,775	49,225	49,675	49,775
14	47,345	47,795	48,245	49,775	50,225	50,675	50,775
15	48,245	48,695	49,145	50,675	51,125	51,575	51,675
16	51,520	51,970	52,420	53,950	54,400	54,850	54,950

SCHEDULE B
EXTRACURRICULAR POSITIONS

POSITION	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Interscholastic Soccer-Boys	1,300.00	1,400.00	1,500.00
Interscholastic Soccer-Girls	1,300.00	1,400.00	1,500.00
Interscholastic Basketball-Boys	1,900.00	2,000.00	2,100.00
Interscholastic Basketball-Girls	1,900.00	2,000.00	2,100.00
Interscholastic Baseball	1,300.00	1,400.00	1,500.00
Interscholastic Softball	1,300.00	1,400.00	1,500.00
Fall Intramurals-Boys	750.00	800.00	850.00
Fall Intramurals-Girls	750.00	800.00	850.00
Winter Intramurals-Boys	750.00	800.00	850.00
Winter Intramurals-Girls	750.00	800.00	850.00
Spring Intramurals-Boys	750.00	800.00	850.00
Spring Intramurals-Girls	750.00	800.00	850.00
Cheerleading Advisor-Soccer	1,300.00	1,400.00	1,500.00
Cheerleading Advisor-Basketball	1,900.00	2,000.00	2,100.00
Safety Patrol Advisor	1,000.00	1,100.00	1,200.00
School Newspaper Advisor	1,450.00	1,550.00	1,650.00
School Yearbook Advisor	1,400.00	1,500.00	1,600.00
Student Council Advisor	1,450.00	1,550.00	1,650.00
Eighth Grade Trip Chaperones	250.00	300.00	350.00

SCHEDULE C

The negotiated agreement was with the understanding that it included the following members: 1989-90.

<u>Teacher</u>	<u>Years</u>	<u>Step on Guide</u>
Aronis	18	11 MA
Blinn	26	16 BA
Carver	31	16 MA
Dolch	26	16 BA
Englent	31	16 MA
Ferrari	27	16 BS
Ferry	12	6 BA
Gardner	13	7 BA
Giordano	13	7 BA + 15
Grady	7	4 BA
Griggs	31	16 MA + 30
Guthorn	19	12 MA + 15
Holland	23	15 MA
Howard	28	16 MA
Hyldeahl	28	16 MA + 15
Katz	16	10 MA + 30
Lane	25	16 MA
Lightbody	21	14 BA
Lucarelli	19	12 BS
Mastriani	5	5 BA
Monica	13	7 BA
Moriarty	16	10 MA
Nicklin	28	16 BA
Norman	21	14 MA + 30
Rothman	14	8 MA
Prettyman	3	3 BA
Shutman	13	7 MA + 30
Snyder	5	5 BA
Steinbaum	21	14 MA
Trehanne	24	16 MA
Tufts	13	7 MA
Underhill	30	16 BA
Voit	20	13 MA + 30
Wilkinson	19	12 MA
Zilai	27	16 BA + 15

Additional incentive increments to be paid for the following individuals throughout their employment in the districts, or until they achieve the next increment step on the guide.:

Gardner +6
Trehanne +3

Moriarty +3
Wilkinson +6

Rothman +6

Brielle Elementary School
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 the Superintendent on _____

The position of the grievant is: _____

Signature _____ Date _____

The position of the Superintendent is: _____

Signature _____ Date _____

LEVEL III Grievance # _____

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 _____

The 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 _____

LEVEL IV Grievance # _____

Grievance was submitted to binding arbitration on

The decision and reasoning of the arbitrator are as follows:

Signature of Arbitrator _____

Date _____

BRIELLE ELEMENTARY SCHOOL DISTRICT

Brielle, New Jersey

EVALUATION INSTRUMENT

_____	_____
Teacher's Name	Title
_____	Tenured _____
Activity Observed	Non-Tenured _____
_____	From _____ To _____
Date of Observation	

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 on file.

BRIELLE EDUCATION ASSOCIATION

BRIELLE BOARD OF EDUCATION

Charles T. Kavanagh
President

Theresa Lucarelli
President

Negotiations Chairperson

Harry V. Aronis
Negotiations Chairperson

February 6, 1990
Date

February 6, 1990
Date

Sandra P. Capro
Secretary

EVELYN L. HAZARD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 21, 1990

Evelyn L. Hazard
February 6, 1990