

AGREEMENT

between

**THE BRICK TOWNSHIP
BOARD OF EDUCATION**

and

**THE BRICK TOWNSHIP
EDUCATION ASSOCIATION**

2003-2006

TABLE OF CONTENTS

Article		Page
	Preamble	3
I	Recognition	3
II	Grievance Procedures	4
III	Association Rights	9
IV	Teachers' Work Day and Work Year	10
V	Related Teaching Duties	15
VI	Teacher Assignments	16
VII	Voluntary Transfers and Reassignments	17
VIII	Evening School and Summer School	17
IX	Promotions	18
X	Leave Policy	19
XI	Teacher Facilities	26
XII	Professional Development and Educational Improvement	27
XIII	Insurance Protection	28
XIV	Teacher Employment and Salaries	29
XV	Deductions From Salary	30
XVI	Paraprofessionals	31
XVII	Duration of Agreement and Negotiation Procedure for a Successor Agreement	36

SCHEDULES

SCHEDULE A

Teachers' Salary Schedules

SCHEDULE B

Salary Guide Policy

SCHEDULE C

Salary Guide Differentials for or Special Teachers

SCHEDULE D

Extra-Curricular Compensation

SCHEDULE E

Extra-Curricular Compensation Non-Athletic

SCHEDULE F

Other Salaries

SCHEDULE G

Paraprofessionals' Salary Schedule

PREAMBLE

This Agreement entered into this first day of July 2000 by and between the Board of Education of Brick Township in the Township of Brick, New Jersey hereinafter called the "Board" and the Brick Township Education Association, Inc., hereinafter called the "Association".

ARTICLE I RECOGNITION

- A. The Brick Township Board of Education hereby recognizes the Brick Township Education Association, Inc. as the exclusive and sole representative of collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave or on a per diem basis employed by the Board, which includes the following:
1. Classroom Teachers
 2. Special Education Teachers
 3. Title I/Reading Teachers
 4. Nurses
 5. Special Services Personnel
 6. Psychologists
 7. Librarians
 8. Student Services Personnel
 9. Curriculum & Instruction Specialists
 10. Department Heads
 11. Athletic Trainer
 12. Attendance Counselor
 13. Paraprofessionals
- B. Unless otherwise indicated the term "teacher when used hereinafter in this Agreement, shall refer to all professional employees (positions numbers 1 through 12 listed above) represented by the Association in the negotiating unit and references to male teachers shall include female teachers.
- C. The Brick Township Board of Education hereby recognizes the Brick Township Education Association, Inc. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for paraprofessionals. All terms and conditions

of employment for paraprofessionals are exclusively set forth in this agreement under articles I.C, Article II, III, X.10, XVII, and Schedule G. None of the other articles in the Master Agreement shall apply to paraprofessionals.

ARTICLE II GRIEVANCE PROCEDURES

A. DEFINITION

A. "grievance" in New Jersey shall mean a formal complaint that a dispute exists concerning the "interpretation, application, or violation of policies, agreements, and administrative decisions" affecting the terms and conditions of public employment. Terms and conditions are those "matters which intimately and directly affect the work and welfare of public employees and on which negotiated agreement would not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy." A grievance does not apply to any matter which (1) a method of review is prescribed by law, or State Board rule having the force and effect of law or (2) a complaint of a nontenured teacher which arises by reason of his not being reemployed, or (3) a complaint by any certified personnel occasioned by appointment to, or lack of appointment to, retention in any position for which tenure either is not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) school days of its occurrence or within fifteen (15) school days after the employee would reasonably be expected to know of its occurrence. Matters that are grievable shall be set forth herein under grievance procedure.

B. CONDITIONS

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision to the grievant within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step .

3. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments

and applicable rules and regulations to the Board of Education until such grievance and any effect thereof shall have been fully determined.

4. A grievant shall have the right to present his own grievance or to designate a representative to with him at any step his appeal, provided that at Steps One, Two and Three, one other Administrator may be present as consultant.

5. The grievance forms accepted by the Association and Board of Education shall be used when filing grievances.

6. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages ages of the grievance procedure.

7. Alleged violations of policies and administrative decisions affecting terms and conditions of employment will stop at the Board level .

8. Alleged violations of statutes and rules affecting terms and conditions of employment would go through the Commissioner/State Board review procedures.

9. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

C. MULTI-TRACK GRIEVANCE PROCEDURE

1. Disputes over the alleged incorrect interpretation, application or violation of the board policies setting terms and conditions of employment shall begin at the Superintendent's level (Step 1).

2. Disputes over the alleged incorrect interpretation, application or violation of administrative decisions setting terms and conditions of employment, shall begin at the Superintendent's level (Step 1).

3. The steps to apply to grievances filed pursuant to C.1. and C.2. above shall be set forth below:

STEP ONE- SUPERINTENDENT OF SCHOOLS

The grievant may file the grievance in writing to the Superintendent within fifteen (15) school days of its occurrence or within fifteen (15) school days after the employee would reasonably be expected to know of its occurrence. The Superintendent may communicate his decision in writing within fifteen (15) school days of the date of the Step One grievance date.

STEP TWO - BOARD OF EDUCATION

If the grievant is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within fifteen (15) school days after presentation at Step One, the Grievant may then within twenty (20) school days of presentation at Step One refer it to the Association for consideration by the Board of Education. If the Association concurs, the grievance shall be submitted to the Board of Education in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board of Education, or a committee thereof, may review the grievance and may, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of the receipt of the grievance.

4. Disputes over the alleged incorrect interpretation, application or violation of the terms and conditions of employment set forth in this agreement shall begin at the principal's level (Step 1) and shall be as set forth below:

STEP ONE- IMMEDIATE AUTHORITY - Informal

A grievant shall first discuss his grievance with his principal (hereinafter to be known as the Immediate Authority) in an attempt to resolve the matter informally at this step.

STEP TWO - IMMEDIATE AUTHORITY - Formal

If the matter is not resolved to the satisfaction of the grievant, he may set forth his grievance in writing to the Principal. The grievance must be filed in writing within fifteen (15) school days after the occurrence giving rise to the grievance or within fifteen (15) school days after the employee would reasonably be expected to know of its occurrence.

The written grievance shall specify:

- a. the nature of the grievance
- b. the nature and extent of the injury , loss or inconvenience
- c. the results of the previous discussion(s)
- d. the basis for this dissatisfaction with the decision previously rendered
- e. the specific sections or clauses of this agreement allegedly violated

The Immediate Authority may communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance. If the authority is the Superintendent of Schools, he may have ten (10) school days from receipt of the written grievance to communicate his decision.

STEP THREE - SUPERINTENDENT OF SCHOOLS

If the grievant is not satisfied with the disposition of his grievance at Step Two, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent within fifteen (15) school days from presentation of written grievance at Step Two, reciting the matter submitted in the prior step as set forth in a. through e. as stated above and the basis for his dissatisfaction with the decision previously rendered. The Superintendent or his designee may have fifteen (15) school days to render his decision.

STEP FOUR - BOARD OF EDUCATION

If the grievant is not satisfied with the disposition of the grievance at Step Three or if no decision has been rendered within fifteen (15) school days after presentation at Step Three the grievant may then within twenty (20) school days of presentation at Step Three refer it to the Association for consideration by the Board of Education. If the Association concurs, the grievance shall be submitted to the Board of Education in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board of Education, or a committee thereof, may review the grievance and may, at the option of the Board, or upon request of the grievant, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of the receipt of the grievance.

STEP FIVE -ARBITRATION

If the grievant is dissatisfied with the decision of the Board of Education, or if no decision has been rendered within twenty (20) school

days, the grievant, after twenty- five (25) school days of presentation at Step Four, may request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious and that it wishes it to be submitted to arbitration, the Association shall notify the Board of Education of same in writing within five (5) school days after submission of the request for arbitration making a total of thirty (30) school days from the date of presentation of the grievance at Step Four. All meetings shall be scheduled at a time when teacher representatives are free from instructional responsibility unless otherwise agreed upon.

D. ARBITRATION PROCEDURE, COSTS

1. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association agree to submit the grievance through the Public Employment Relations Commission. The parties agree to be bound by PERC's arbitration rules.

2. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall be without power or authority to grant monetary awards under the Master Agreement, unless the grievant suffered a loss resulting from an arbitrary or capricious administrative act, or decision, or omission. Furthermore, any monetary award made shall not extend back beyond the grievable act and at no time back beyond the current school year. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

3. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence expenses shall be borne equally by the Association and the Board. Any other expenses incurred shall be borne by the party or parties incurring same.

E. REPRIMAND CLAUSE

Any verbal reprimand of a BTEA member by an administrator shall be

communicated in a manner so as to maintain confidentiality, to the extent appropriate, based upon the circumstances creating the need for the reprimand. If an administrator intends to provide a formal, written reprimand in the personnel file of a BTEA member, then said member shall be entitled to a representative of the BTEA of his or her choice, prior to the filing of the written reprimand.

F. **A JUST CAUSE PROVISION**

Any arbitration conducted pursuant to paragraph (D) of this article shall be governed by the "JUST CAUSE" standard of review.

**ARTICLE III
ASSOCIATION RIGHTS**

- A. The Board agrees to furnish to the Association, in response to reasonable request from time to time, available information which is either in the public domain or required by law to be furnished, concerning financial resources of the district, containing but not limited to: annual financial reports and audits, registers of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, census data, names and addresses of all teachers, that shall assist the Association in developing sound educationally-oriented programs.
- B. Upon advance request and approval of the principal of the building in question, and in accordance with the established building use requests, the Association and its representatives may use school buildings at reasonable hours for meetings.
- C. The Association may use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and upon request and subsequent approval of the principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. Whenever possible, the Association shall have in each school building, the exclusive use of a bulletin board space in each faculty lounge and/or teachers' dining room.
- E. The Association shall have the privilege of using the inter-school mail facilities and school mailboxes, provided such use does not interfere

with the school administration's use of such facilities. If the Association's use is such as to constitute additional expense to the Board, such expense shall be borne by the Association.

- F. The B.T.E.A. President shall be required to have three (3) consecutive teaching assignments or its equivalent at the discretion of the Superintendent of Schools.
- G. The President, Vice-President, Treasurer, Membership Chairperson, and the Chairperson of the negotiating team and Grievance Chairperson, shall be relieved from all assignments other than scheduled classroom teaching, effective July 1 of the next school year. If any of the above positions are vacated during the next school year, the persons assuming them shall be released within sixty (60) days, and other staff members will assume the nonteaching assignments.

ARTICLE IV TEACHER WORK DAY AND WORK YEAR

- A. The teacher shall initial the sign-in, sign-out sheet upon arrival in the morning and departure after school.
- B.
 1. All personnel covered in this Agreement shall be required to report for duty ten (10) minutes prior to the arrival of the first scheduled school bus and shall be required to remain ten (10) minutes after departure of the regularly scheduled buses for the building involved.
 2. Under normal circumstances, on Fridays, or on days preceding holidays and vacations, the teacher's day shall end with the close of the student day.
 3. Teachers assigned to split sessions in the elementary or middle schools shall, at the discretion of the building principal, be required to work a maximum of five hours (5) and fifteen (15) minutes per session. Assignment of teachers, after the dismissal of split session students, shall be made on a rotating, fair basis for which a schedule shall be provided in advance with not less than one month's notice, except that in September no advance notice is required.
 4. Nothing in B.1. above shall be interpreted or construed as restricting the authority of the Board of Education to require that personnel report to duty earlier than ten (10) minutes prior to the arrival of the first sched-

uled buses, work later than ten (10) minutes after departure of the regularly scheduled buses for the building involved, or return to work within the same twenty-four (24) hour period, in accordance with sections of this and other Articles of this Agreement.

5. The length of the lunch period for elementary teachers on a full session shall be equal to the length of the lunch period of the child, but no less than thirty (30) minutes.

6. Preparation time levels for Elementary Teachers shall be as per 1999-2000 levels. However each Teacher shall be guaranteed five (5) type-preparation periods per week although not necessarily one per day.

7. High school teachers shall be assigned five (5) classroom teaching periods and a duty assignment each work day. A sixth classroom teaching period shall be assigned at the discretion of the Board provided that:

a. such assignments have been made only after the Board has diligently sought appropriately certificated volunteer personnel from among teaching staff members; and

b. that the number of six (6) teaching assignments as described herein shall not exceed four (4) in any one department. Staff assigned to a sixth classroom teaching assignment shall be relieved of their duty period. In addition, all High School Teachers shall receive a preparation period each day equal in length to the regular instructional period. This period shall be free of instructional or supervisory student contact. As to the High School Teachers' lunch period, the length of said period for those Teachers on full session shall be equal to the length of the lunch period of the child, but not less than thirty (30) minutes; provided, however, that if the Board determines that it is appropriate to revert to the high school lunch period structure as it existed under paragraph B.7. b. of this Article in the 1997-2000 Agreement, it may do so.

8. Middle School teachers shall receive one preparation period per day equal in time to a single academic instructional discipline, e.g., Mathematics or English. In the event that the sixth grade becomes self-contained, such as the K-5 grades, regardless of where it is housed, preparation time shall be the same as the time received by the fifth grade staff members in that building, and in no case less than 100 minutes per week, nor in excess of 200 minutes per week.

a. The length of the lunch period for those teachers on full session shall be equal to the length of the lunch period of the child, but not less than thirty (30) minutes.

9. Subject to the provisions of this Article, the length of the school day for Teachers shall be as per the 1999-2000 school year for the duration of this Agreement unless otherwise negotiated.

10. In the event that the Administration determines that it is necessary to assign a Teacher to cover a class during his/her preparation period as a result of lacking substitute coverage, the Teacher assigned shall be compensated in accordance with Schedule F- Line G. Assignment of the Teachers shall be as follows:

ASSIGNMENT OF TEACHERS TO CLASS COVERAGE OF OTHER TEACHERS

a. Commencing in the 1999 school year. Teachers shall have the right to volunteer to cover classes during their lunch and/or preparatory periods. The Building Principal shall determine when such class coverage is necessary.

b. The Board shall pay Teachers who volunteer at the rate specified in Schedule F. Line G;

c. The Building Principal shall be responsible for informing Teachers of this right and for obtaining the names of all volunteers. The Principal shall develop a comprehensive list of all such volunteering Teachers. This list shall begin with the name of the most senior Teacher volunteering and end with the least senior Teacher. Seniority is defined herein as continuous time as a full time Teacher in the Brick Township District.

d. When a need arises for class coverage the Principal shall utilize the list of volunteers for such coverage. On a rotational basis, beginning with the first name on the list, Teachers shall be chosen by the Principal to assure fair and ongoing opportunity for all on the list, If, for some reason, the First Teacher on the list for a given time frame of coverage declines, the Principal shall utilize the next available name on the list and the name of the person declining shall not again be offered the opportunity until his/her name comes up again in the ordinary rotation.

- e. If no volunteer is available from the efforts of the Principal utilizing the list, a duty teacher may be assigned to cover the class at no extra pay.
 - f. At all times elementary Principals shall make a diligent effort to exclude Teachers providing replacement instruction (B.S.1.) from coverage assignments during their instruction period.
- C.
- 1. Teachers shall be required to remain a reasonable number of times after the end of the regular instructional day without additional compensation, for the purpose of attending general staff , school faculty, or other professional meetings as well as to participate in co-curricular meetings.
 - 2. Where practicable notice of faculty meetings will be given at least two (2) days in advance of the meetings.
 - 3. Teachers may suggest items to be included in this agenda.
 - 4. Association items or business may be included at staff meetings, following the completion of all other business.
- D.
- 1. Attendance and participation of teachers at the following activities, but not limited thereto shall be required at the discretion of the administration:
 - a. Professional meetings
 - b. Conferences with teachers, administrators, and parents
 - c. Participation in curriculum planning and activities
 - d. Committee assignments to improve educational programs at the building and district levels.
 - e. Commencement, Baccalaureate, Honors Night
 - f. Research development and evaluation of program
 - g. College and Career Night
 - h. PTA meetings. The Board agrees that it should make every effort to make these meetings more meaningful

i. Back-to-School Night

j. School social affairs

k. Grade level meeting

1. A reasonable number of other activities planned by administration and/or teaching personnel.

2. Administrators will attempt to balance and equalize teacher assignments to the above activities and any other activities that may be planned, as practical based upon the number of meetings, skills and backgrounds.

- E. Teachers shall have a duty-free lunch period at least as long as the students' lunch period, excepting in emergency situations, and not less than one-half (1/2) hour duration, within the confines of the building schedules.
- F. Teachers shall be permitted to leave their buildings during their duty-free lunch periods. Teachers shall be required to check in and check out.
- G. The principal shall retain teachers after school closing in cases of emergency and teachers shall be expected to remain on duty as long as needed in such events.
- H. It is understood that the teacher's work day will vary among schools, depending upon school program, schedule and session.
- I. The in-school work year of classroom teachers employed on a ten-month basis shall be in accord with the number of teacher days as set forth in the official school calendar.
- J. It is understood that the work hours described in B.1., B.2., and B.3. above do not apply to the following personnel: Guidance Counselors, Special Services, Team Members, Title I/Reading Teachers, Head Nurse, District AVA Specialist K- 12 and C. & 1. Specialists.

Staff members listed above can be required to report to work earlier or remain later, but they cannot be required to work longer than a reasonable length of time beyond the longest regular classroom teacher day in the district. Split session workhours do not apply to these staff mem

bers. Special Education Teachers shall not be required to work longer than the regular full session classroom teachers in their buildings.

- K. The work year for teachers shall be 183 days, 2 of which shall be for professional development and in accordance with the following:
1. Classroom teachers (10 months): according to the number of teacher-days set forth in the official school calendar.
 2. Teachers who must work additional days as stated on Schedule C shall do so between September 1 and June 30, excluding weekends and holidays. These teachers shall not be required to work more than the number of work days remaining between the last teacher work day in June and July 1st. These teachers shall submit by September 1 to their principal or appropriate administrator, a schedule of when the additional days will be worked.
 3. Additional work days do not apply to personnel in the above categories who are ineligible for differential pay.

ARTICLE V RELATED TEACHING DUTIES

- A. The Board and the Association acknowledge that education encompasses all of the experiences of the student within and without the environment of the school. Wherefore, it follows that all activities carried on within the school day have educational purpose and value and require the participation or cooperation of the teacher in varying degrees.
1. Custodial functions are not part of a teacher's normal duties, such as, physically storing and delivering. However, keeping the room in appropriate and neat array is an educational responsibility of the teacher.
 2. Teachers shall not be required to collect and transmit money except in the cases of milk, lunch, picture, and insurance monies; provided that picture and insurance monies are in sealed envelopes. They shall not be held responsible for the loss of any money collected, provided that the proper procedure has been followed as prescribed by the principal and/or Superintendent.
 3. Teachers shall not be required to perform cafeteria staff duties, except in Special Education classes.

ARTICLE VI TEACHER ASSIGNMENTS

- A. 1. It is the right of the Superintendent and the administration to assign and notify all certified teachers of their assignments.
2. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, and building assignments for the forthcoming year.
3. The Administration shall inform teachers of their assignments on or before the last day of the school year except in extenuating circumstances. The administration shall inform teachers of changes in assignments that take place between the closing and opening of school except in extenuating circumstances. Whenever possible teachers and principals shall meet to discuss changes in assignments during the summer.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the following rates: 2003-04: \$.25 per mile, 2004-05: \$.30 per mile, 2005-06: The IRS Rate (as set Jan. 2005). This is for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the teacher's home to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the negotiated rate.
- C. 1. Computer System Operators (SYSOPS) at the Elementary Level shall be compensated as per schedule F. Category H. High School or Middle School SYSOPS may receive a duty free period or the stipend as per Schedule F. Category H. This shall be at the option of the SYSOP to be selected prior to June 30 of the previous year. If the SYSOP elects to receive the stipend, all performance responsibilities must be completed before or after school. Except in the event of emergencies as designated by the Building Principal.
2. The computer system operators will be posted and selected by the Superintendent of Schools.

**ARTICLE VII
VOLUNTARY TRANSFERS**

- A. 1. No later than April 15 of each school year, the Superintendent shall have posted a list of the known vacancies as determined by the Board of Education, which shall occur during the following school year.
2. Tenure teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent via the building principal prior to March 1. Such statements shall include the grade and/or subject to which the teacher desires to be transferred in order of preference.
3. Teachers requesting transfers shall be notified in writing as soon as determination is made.

**ARTICLE VIII
EVENING SCHOOL AND SUMMER SCHOOL**

- A. Openings for positions in the evening school and summer school (including nonteaching positions for which teachers may be qualified and eligible), which can be anticipated, shall be adequately publicized by the Superintendent. Summer schools shall be publicized not later than May 15 and Adult Teachers shall be notified of the action taken not later than June 15 and October 1 and January 1, respectively. Teachers shall respond to the posting in writing to the Superintendent within fifteen (15) days of posting.
- B. the basis for the selection of candidates shall follow the criteria of the Superintendent who shall attempt to follow a degree of consistency.
- C. Salary schedules for positions included in this Article shall be negotiated under this Agreement along with regular salary schedules whenever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

ARTICLE IX PROMOTIONS

A. DEFINITION

Promotional positions are defined as any position requiring special requirements and/or certification, a different job description, an increase in salary, different contractual work year, or increased line of authority or any combination of the above. Promotional positions shall be declared open by the Board.

1. When school is in session, a notice shall be posted as far in advance as practicable but in no event less than ten (10) school days before such date when applications must be submitted. Posting may be less than ten (10) days if necessitated by special situations which shall be explained to the Association. 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 and the Superintendent shall acknowledge in writing the receipt of all such applications.

2. Appropriately certified members who wish to apply for an administrative position that may be filled during the summer when school is not in session shall submit their name to the Superintendent together with the position(s) for which they are applying and an address where they can be reached during the summer. The Superintendent shall notify those members of any vacancy in a position for which they applied.

3. Teachers must initiate request for promotional considerations for vacancies and/or additional positions as each vacancy occurs. Prior requests or applications for promotional consideration must be renewed as each new vacancy is announced and applications must be determined by the announced deadline.

B. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Due consideration will be given to the professional background and attainments of all applicants.

ARTICLE X LEAVE POLICY

A. SICK LEAVE

1. Sick leave is hereby defined to mean the absence of a teacher from his post of duty because of personal disability due to illness or injury or because of such teacher being excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household, pursuant to NJSA 18A:30-1.

2. Teachers shall be allowed a maximum of twelve 12 sick days each year for leave because of personal illness, pursuant to NJSA 18A:30-2.

3. The unused portion of sick leave days by a teacher in service in Brick Township may be accumulated without limit, pursuant to NJSA 18A:30-1.

4. When all accumulated sick leave days are used, any further absence due to illness will be deducted from salary at the rate of 1/200th of the annual salary for each additional day's absence, pursuant to NJSA 18A:30-1.

5. When absence on sick leave exceeds five successive school days, a physician's certificate covering the period of absence may be required to be filed in the Office of the Board Secretary. A doctor's certificate for absences on individual days may be requested at the discretion of the Superintendent, pursuant to NJSA 18A:30-4.

6. A doctor's certificate may be required for any sick leave before or after a holiday period. Failure to submit a doctor's certificate, when requested, shall result in loss of pay for the day(s) absent pursuant to NJSA 18A:30-4.

7. Teachers new to the Brick Township Schools with a certified accumulation of ten (10) or more sick days from their prior district will be granted a maximum of ten (10) sick leave days from their non-Brick accumulated sick leave. These ten (10) nonBrick accumulated sick leave days or any part thereof may be used, if needed for illness, during the first year of employment in the Brick Township Schools, and they shall not be accumulated for use in the next succeeding years.

8. The Association shall use its code of ethics to insure that teachers use

sick leave days for the purpose intended and shall discourage any abuse or misuse of this policy.

9. Teachers retiring under the State Pension Retirement plan shall be paid for unused sick leave at N (days) divided by 4 x per diem salary.

Teachers hired previous to July 1, 1994 who leave the district after fifteen (15) consecutive years of service for reasons other than retirement are eligible in accordance with the same formula. Board approved leaves of absence, without pay, will not constitute a break in service when computing the fifteen (15) year formula. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) year formula. Leaves of absence with pay and any disability leave shall be computed for determining consecutive years of service.

Also teachers, employed after July 1, 1994 who leave the District after twenty (20) consecutive years of service for reasons other than retirement are eligible in accordance with the same formula. Board approved leaves of absence, without pay, will not constitute a break in service when computing the twenty (20) year formula. Leaves of absence without pay shall not be counted in the computation of the twenty (20) year formula. Leaves of absence with pay and any disability leave shall be computed for determining consecutive years of service.

The estate of an actively-employed teacher shall receive the payment shown if the teacher who passes away was fully vested in TPAF at the time of death.

In accordance with this Article payment for unused sick leave shall be limited to those employed prior to July 1, 1994.

10. SICK LEAVE BANK

A Sick Day Bank shall be established. Each employee covered by this agreement will be given the option of participating. The decision shall be binding for the remainder of one's time in the district.

Each participant may voluntarily contribute ONE of his sick days to the bank. Each employee covered by this agreement will be given ninety (90) calendar days in which to decide to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

1. A participant who has exhausted his days due to a protracted, verifiable and catastrophic illness and/or injury of which is the reason for the application to this Committee.

2. The participant's record must show non-abuse of sick day usage, as determined by the committee.
3. The committee may or may not award the days and may do so in not more than (30) day segments. Reapplication is necessary for each segment.
4. The maximum allowable sick days provided to any one employee shall not exceed ninety (90).

If the pool diminishes to the point whereby it is less than 30 percent of whole days in relation to the number of participants will be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to continue, such action will constitute a withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed a day (or more in cases of replenishment), may in no way retrieve any days thus far contributed. The committee will be as follows:

1. Three members of the Brick Township Education Association as selected by the Brick Township Education Association.
2. The President of the Board of Education or his/her designee.
3. The Superintendent.
4. The Board Business Administrator.

If a tie vote occurs, up to thirty 30 days will be awarded, but no more, for a single incident or illness.

Also, in cases of a tie and following the initial 30-day award, if a reapplication follows, and a second tie results an outside mediator provided by AAA will be used to make the final determination and the cost will be borne equally by the Board and the Association.

B. PERSONAL BUSINESS

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days 2.

shall be approved by the Superintendent. Unused personal days will accumulate as sick days at the end of each school year for teachers.

2. Personal business is defined as:

- a. Serious illness or accident in immediate family
- b. Household emergencies
- c. Marriage
- d. Legal business
- e. Commencement exercise
- f. Religious observance
- g. Other extremely unusual commitment or emergency

3. A maximum of ten (10%) percent of the teachers per building and ten (10%) percent of paraprofessionals in the District may use one (1) personal day either before or after the following holidays- NJEA Convention, Thanksgiving, Christmas/Hanukkah, Spring Break, Presidents Day or Memorial Day. Selection of the ten (10%) percent shall be random performed by Central Administration along with a BTEA representative present and completed no later than October 15 of each year. The employee request for use of these personal days must be submitted on an approved form, mailed via US mail and postmarked to the attention of the Superintendent by September 15. An employee shall be entitled to use only one (1) personal day before/after a holiday, per school year. Notification will be via building principal

4. Requests for personal days must be submitted five 5 days in advance, except in cases as outlined in a., b. and g. above.

5. Specifically shopping, social activities extension of holidays, studying or preparing for graduate exams and papers, but not limited to, are not considered emergency situations for personal leave.

C. DEATH IN THE IMMEDIATE FAMILY

1. A teacher may be allowed a maximum of four (4) consecutive school days absence in one year with full pay for each death in the immediate family. The immediate family shall be a spouse, a parent, a child, a 2.

sister, a brother, an in-law, a grandparent, grandchild, or any person standing loco parentis.

2. In case of the death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Such relatives shall be an aunt, an uncle, a nephew, a niece, a cousin.

D. PROFESSIONAL DAYS

1. Teachers, upon a written request to the Superintendent via the principal, may be granted days for professional purposes, at the discretion of the Superintendent, without loss of pay.

2. Professional days include visits to other schools and to attend educational conferences but do not include time off for personal graduate studies.

3. Applications for such authorizations must be made at least two (2) weeks in advance and must indicate expected expenses.

4. Multiple request for the same day to attend the same conference or educational meeting will be limited to one (1) person from each school.

5. All teachers shall submit a written report, within five (5) days of their professional visit, via the principal.

6. Additional absences for professional purposes may be granted upon specific authorization of the Superintendent.

E. MATERNITY LEAVE

1. Maternity leave or adoption shall be in accordance with State rules, regulations, and/or Laws, unless modified by pending decisions before the Supreme Court of the United States of America..

F. SABBATICAL LEAVE

Sabbatical leaves of absence with pay may be granted to certified personnel for the purpose of study and for research in accordance with the conditions enumerated below:

1. Any fully certified teacher who has given continuous service in the Brick Township Public Schools for a period of not less than seven (7)

years, may apply for a Sabbatical Leave of absence for the purpose of study and/or research.

2. Study or research programs may be at the initiation of the Board of Education, the Superintendent of Schools, or the individual applicant. Programs initiated by either the Board of Education or the Superintendent of Schools shall be posted no later than January 31st prior to the school year for which the leave is to be granted. Requests for leaves by teachers shall be made by January 31st prior to the school year for which the leave is requested.

3. The applicant must present a written request to the Superintendent describing the nature and purpose of the leave of absence.

4. The Superintendent shall inform the applicant of the Board's decision immediately after the regular April Board meeting.

5. Successful candidates are eligible for salary while on Sabbatical Leave as follows:

a. Seven (7) consecutive years in district at 65% of annual salary.

6. Teachers applying for Sabbatical Leave should be able to provide strong evidence of:

a. The probability of success in pursuing the study and/or research.

b. The benefit directly accrued by the district upon the return of the teacher after such study and/or research.

c. Any letters of recommendation or commendation as may be required by the Superintendent.

7. During such leave, the teacher will retain all the rights granted to the professional staff and shall be considered in the employment of the Brick Township Board of Education.

8. Regular deductions for State Retirement Fund and other normal deductions shall be made from the salary of any person on leave. The Board will match retirement funds, as required by law.

9. For teachers on leave receiving stipends or grants, the Board shall grant compensation up to the difference between said stipend or grant

and the annual salary of that teacher. (At no time will a candidate make more than 100% of his annual salary).

10. Teachers on leave shall enter into contract to continue in the service of the Brick Township Board of Education for a period of at least two (2) years. Failure to fulfill any part of this Agreement, the teacher may be required to repay the Board for the salary granted while on leave. If at any time the Commissioner of Education rules that the Board of Education cannot require a candidate to abide by the terms of the contract, this policy will become null and void at the end of that school year.

11. The teacher's previous position, before Sabbatical Leave will be assured upon return from leave.

12. Official college transcripts and reports will be required to be submitted by teachers on leave.

13. Final approval for all Sabbatical Leaves rests with the Board of Education, upon recommendation of the Superintendent.

G. MILITARY LEAVE

1. Leave for military purposes shall be in accordance with the applicable State Statutes (NJSA, 18A:6-33).

2. Arrangements shall be made whenever possible to have short term military leave during times other than the school year.

3. Compensation during such leave when it occurs within the term of the teacher's contract, shall be as provided by law.

4. It is the responsibility of a person on military leave to notify the district of his availability for reemployment sixty (60) days before termination of military leave.

5. Time required for physical examination for military induction shall be with pay.

H. ATTENDANCE AT NJEA CONVENTION

Teachers shall not be obligated to report for duty on the two (2) days of the NJEA Convention.

I. OTHER LEAVES OF ABSENCES ETC.

1. All requests for leave when the purpose is for pleasure or vacation shall be denied.
2. Teachers are not to arrange vacations or holidays which fall when school is in session.

J. COMPUTATIONS OF SALARY DEDUCTIONS

1. Any deductions for leaves of absence approved without pay shall be made on the basis of 1/200th of the annual salary (NJSA, 18A:30-6).

K. Requests for leave not herein mentioned shall be submitted via the Principal to the Superintendent for his consideration.

**ARTICLE XI
TEACHER FACILITIES**

A. Where practicable and when possible, each school will have the following facilities:

1. Space in each classroom in which each permanently based teacher may store instructional materials and supplies.
2. A combination faculty work-lounge area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said area, it shall be regularly cleaned by the school's custodial staff.
3. A serviceable desk, chair and filing cabinet for the teacher in the classroom.
4. A separate, private dining area for the use of the teachers where applicable.
5. Adequate off-street parking facilities identified exclusively for teacher use.

**ARTICLE XII
PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT**

A. TUITION REIMBURSEMENT

1. Teachers will receive reimbursement for approved graduate courses in Brick Township for tuition fees for successful completion of such graduate courses. The maximum annual reimbursement shall be \$1,000.00 dollars, with a District wide cap of \$60,000.00 for each year of the Agreement. Any graduate course approved prior to ratification of this Memorandum of Agreement shall be governed by the provisions of the 2000-2003 Agreement. For all courses approved subsequent to ratification of this Memorandum of Agreement, it shall be required that the employee remain employed in the Brick Township School District for five (5) years from the date of tuition payment by the District. Failure to maintain said employment shall require the employee to reimburse the District the tuition fee paid by the District.

2. Payment is upon reemployment the following year. Courses approved and taken in one year will be reimbursed by the following October 30. Proof of successful course completion (grades and tuition statement) must be presented to the Superintendent by September 15.

It shall be the responsibility of the teacher to submit to the Superintendent by September 1 or July 1, respectively, depending upon whether contract is for ten (10) or twelve (12) months, a certified transcript of thirty (30) credits beyond degree or advanced degree in order to be placed on the next salary level for that contract year.

3. All courses must be on graduate level.

4. Courses for which there are no tuition charges or which are financed by other than the teachers personal resources are not eligible for reimbursement.

5. Eligibility for reimbursement is restricted to teachers with a permanent certificate or a certificate of eligibility. Credits required for certification are not eligible for reimbursement.

6. It is recommended that textbooks, although not reimbursed directly under this plan, be donated to the library for use of the professional staff.

ARTICLE XIII INSURANCE PROTECTION

- A. The Board of Education shall provide for and assume full cost for health-care, dental insurance, and a prescription plan for each teacher and/or family coverage as currently provided.
1. Effective January 1, employees hired on or subsequent to July 1, 1994 shall be provided with managed health care coverage in accordance with the plan reviewed by Association and Board. Any employee hired prior to July 1, 1999 shall have the option of changing to managed health care coverage.
2. All existing health insurance provisions in the contract, other than the provisions specifically mentioned in the 1997 Memorandum of Agreement, shall remain the same..
- B. The Board reserves the right to select the appropriate insurance carrier.
- C. Upon retirement, a retired Teacher not eligible for enrollment in the State provided health insurance in the New Jersey State Health Benefits Program may obtain medical insurance coverage under the Board's "Modified Retiree Comprehensive Major Medical Plan". The cost therefor shall be paid solely by the retired Teacher and participation shall be subject to the terms and conditions of the Plan.
- D. All insurance plans mentioned in this Article shall be continued by the Board up to a maximum of one (1) year for teachers on approved disability leaves of absence.
- E. Effective on the first day of the month which follows ratification of this Agreement, the health/hospitalization plan shall include the Mandatory Second Surgical Opinion rider.
- F. Effective January 1, 1995 the co-payment by an employee shall be five (\$5.00) dollars for generic drugs and ten (\$10.00) dollars for brand names.
- G. Effective January 1, 1995, the deductible on health insurance shall be increased to \$200/\$400 for certificated staff only.
- H. Effective July 11 1997, increase Dental Plan allowance for braces from \$750.00 to \$1,000.00.

ARTICLE XIV
TEACHER EMPLOYMENT AND 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. 1. The Board of Education shall exercise complete discretionary authority with respect to paying teachers every two (2) weeks or on a semimonthly basis. If semimonthly payments are made, teachers employed on an eleven (11) or twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semimonthly installments.
2. Teachers may individually elect to have an amount rounded off to the nearest one hundred dollars (\$100.00) of their annual salary deducted from their pay for a savings plan. Teachers may elect to have their savings deposited to their individual accounts, as has been past practice, or they may authorize the Board to forward their savings to MONOC. It shall be effective at the beginning of the school year 1981-82.
3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.
4. Teachers shall receive their final checks on the last working day in June, when clearance is given by the Principal or immediate supervisor.
- C. Credit for military service shall be determined by NJSA 18A:29-11
- D. The withholding of increments for inefficiency or other good cause shall be as provided in NJSA, 18A:29-14, and decisions of the Commission and/or courts of the State of New Jersey interpreting said statute.
- E. A doctor's certificate may be required to substantiate absence pursuant to NJSA, 18A:30-4.

**ARTICLE XV
DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct from the salary of its teachers dues to the United Teaching Profession as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 (NJSA 52:14-15,9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Brick Township Education Association, Inc. by the 15th of each month following the monthly pay period in which deductions were made. Teacher authorization shall be in writing on the form as follows:

B. AUTHORIZATION FORM

1. AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Social Security No. _____

School Building _____

District _____

To: Disbursing Officer _____

Board of Education _____

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in semimonthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 as the next succeeding date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and relieve the governing board and all of its officers from any liability therefore. I designate the Brick Township Education Association, Inc., to receive dues and distribute dues to the United Teaching Profession.

The Brick Township Education Association Inc. shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to effective date of such change.

3. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department' of Education.

C. An Agency Shop shall commence with the 1981-82 school year. Prior to the implementation of Agency Shop the employer and employee will agree to negotiate in good faith the appropriate language for implementation of the same so that same may be made part of the Master Agreement. Negotiations will be conducted in good faith and in accordance with the purpose and intent of CH.477, P.L. 1979 and any legal interpretations of the same.

1. A representation fee of eighty-five percent shall be deducted during each school year.

2. The local association shall present and continue to maintain a demand -and- return system and make available evidence of the same to all nonunion members, those on leave of absence, and all new employees.

3. The Union shall identify and hold the employer harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses, that may rise out of or by reason of any action taken by the employer in conformance with this provision.

ARTICLE XVI PARAPROFESSIONALS

A. **EMPLOYEE AND EMPLOYER RIGHTS AND PRIVILEGES**

1. Pursuant to Public Laws of the State of New Jersey, the parties recognize the employee's right to freely organize, join and support the Association or not join the Association. Neither party shall coerce, directly or indirectly, any employee in the enjoyment of his rights to elect to either join the Association or not to join the Association and neither party shall discriminate against the other or any employee in the exercise of its rights under the Laws of the State of New Jersey.

Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations.

3. The parties recognize that it is illegal in the State of New Jersey to conduct any strike, work stoppage or other similar action prohibited by the statute and case laws of the State of New Jersey.

4. All other rights or privileges pertaining to the management of the school district shall be a management prerogative retained by the School board and its employees and agents.

B. WORK PROCEDURES

1. No later than August 15 of each year, the Board of Education or its designee shall advise Paraprofessionals whether their annual contracts have been renewed.

2. Any Paraprofessional who is resigning from a position or does not wish to commence work in September shall notify the district in writing no more than ten (10) days after receipt of his/her offer of the position for the following year.

C. WORK YEAR

1. The workday and holidays shall be the same as that of the Teachers.

2. Paraprofessionals shall be paid an annual salary pursuant to this Agreement and in accordance with the Brick Township Board's procedures for payment of same.

3. The Paraprofessionals shall initial sign-in/sign-out sheet upon arrival in the morning and departure after school and such other documentation with respect to their attendance as determined by the Superintendent of Schools.

D. SICK LEAVE

1. Paraprofessionals shall be entitled to twelve and one-half (12 1/2) sick days per school year which shall accrue at the rate of one (1) day per month commencing the September of their first year employment

2. All Paraprofessionals employed the 84-85 school year shall be en

titled to retroactive sick leave from September 1, 1984 forward only provided that PERS does not require to the contrary.

3. Paraprofessionals under the State Pension Retirement Plan shall be paid for unused sick leave at N (days) divided by 4 x per diem salary.

Also, Paraprofessionals who leave the district after fifteen consecutive years of service for reasons other than retirement are eligible in accordance with the same formula. Board approved leaves of absence, without pay, will not constitute a break in service when computing the fifteen (15) year formula. Leaves of absence without pay and any disability leave shall be computed for determining consecutive years of service.

The estate of an actively -employed Paraprofessional shall receive the payment shown if the Paraprofessional who passes away was fully vested in P.E.R.S. at the time of death.

In accordance with this Article payment for unused sick leave shall be limited to those employed prior to July 1, 1994.

E. PERSONAL

1. Three 3 days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days shall be approved by the Superintendent. Unused personal days will accumulate as sick days at the end of each school year for Paraprofessionals.

2. Personal business is defined as:

- a. Serious illness or accident in immediate family
- b. Household emergencies
- c. Marriage
- d. Legal business
- e. Commencement exercise
- f. Religious observance
- g. Other extremely unusual commitment or emergency

3. Personal leave days shall not be granted before or after holiday periods; on the first or the last day of school; when final examinations are scheduled excepting in cases of emergencies as determined by the Superintendent. In cases where a request is made for personal leave covering the days mentioned in this paragraph, specific reasons must be given on the request form for personal day(s).

4. Requests for personal days must be submitted five 5 days in advance, except in cases as outlined in a., b., and g. above.

5. Specifically shopping, social activities, extension of holidays studying or preparing for graduate exams and papers, but not limited to, are not considered emergency situations for personal leave.

F. DEATH IN THE FAMILY

1. A Paraprofessional may be allowed a maximum of four (4) consecutive school days absence in one year with full pay for each death in the immediate family. The immediate family shall be: a spouse, a parent, a child, a sister, a brother, an in-law, or a grandparent, grandchild, or any person standing loco parentis.

2. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Such relative shall be: an aunt, an uncle, a nephew, a niece, or a cousin.

G. INSURANCE

1. The Board shall provide the same medical insurance program as it provides to other ten (10) month employees of the district.

Effective January 1 1995 employees hired on or subsequent to July 1, 1994 shall be provided with managed health care coverage in accordance with the plan reviewed by the Association and Board. Any employee hired prior to July 1, 1994 shall have the option of changing to managed health care coverage.

2. Effective on the first day of the month which follows ratification of this Agreement, the health/hospitalization plan shall include the Mandatory Second Surgical Opinion rider.

3. Effective January 1, 1995 the co-payment by an employee shall be five dollars \$5.00 for generic drugs and ten dollars (\$10.00) for brand names.

H. DUES DEDUCTION

The Board shall deduct from the wages of Paraprofessionals dues for the Brick Township Education Association, the New Jersey Education Association or any one or combination of Associations as said employees individually and voluntarily authorize the Board to deduct. All Paraprofessionals, who are to have a dues deduction card signed, shall do so within thirty (30) days of permanent, full-time employment.

I. SENIORITY

1. Paraprofessionals shall be hired, as needed, on the seniority list introduced by the Board during the course of the PERC Aides litigation. If there are special qualifications for a Paraprofessional position, the Board of Education does not have to hire from the seniority list as established. All other vacancies or new Paraprofessional positions shall be filled from laid-off employees on the "seniority list" by seniority. The Board of Education's decisions cannot be made on an arbitrary or capricious basis.

J. SALARIES

1. The salary for 2003-04, 2004-05 and 2005-06 are contained in Schedule G.

K. STATE CERTIFICATION

1. Should it become necessary for Paraprofessionals to become State Certified, The Association and the Board agree to negotiate reimbursement procedures for those "Paras" required to be certified.

**ARTICLE XVII
DURATION OF AGREEMENT
AND NEGOTIATION PROCEDURES
FOR A SUCCESSOR AGREEMENT**

- A. 1. This Agreement shall be effective as of July 1, 2003 and remain in effect until June 30, 2006. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
2. Negotiations for a successor Agreement shall be in accordance with PERC rules and regulations.
- a. The Board shall make available to the Association for inspection pertinent records, data and information concerning the Brick Township School District.
- b. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- c. At the initial negotiations meeting, insofar as is possible, a deadline date shall be established for Agreement and Adoption, representatives for each party shall be designated at that time. All meetings shall be regularly scheduled at a time when the teacher representatives are free from instructional responsibilities, unless otherwise agreed upon.
- B. Individual contracts, relevant to pay periods, shall be in compliance with this Agreement.

C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

CHIEF NEGOTIATORS:

FOR THE BRICK TOWNSHIP BOARD OF EDUCATION

By: _____
Superintendent

By: _____
Secretary

FOR THE BRICK TOWNSHIP EDUCATION ASSOCIATION

By: _____
President

By: _____
Vice President

EXPERIENCE/STEP FLOW THRU CHART

02-03		03-04		04-05		05-06	
<u>EX./STEP</u>		<u>EX./STEP</u>		<u>EX./STEP</u>		<u>EX./STEP</u>	
				0	1	0	1
						1	2
		0	1	1	2	2	3
0	1	1	2	2	3	3	4
1	2	2	3	3	4	4	5
2	3	3	4	4	5	5	6
3-5	4	4-6	5	5-7	6	6-8	7
6-7	5	7-8	6	8-9	7	9-10	8
8	6	9	7	10	8	11	9
9	7	10	8	11	9	12	10
10	8	11	9	12	10	13	11
11	9	12	10	13	11	14	12
12	10	13	11	14	12	15	A
13	11	14	12	15	A	15A	B
14	12	15	A	15A	B	16	C
15	A	15A	B	16	C	17	D
15A	B	16	C	17	D	18	E
16	C	17	D	18	E	19	F
17	D	18	E	19	F	20	G
18	E	19	F	20	G	21	H
19	F	20	G	21	H	22	I
20-23	G	21-24	H	22-25	I	23-26	J
24-25	H	25-26	I	26-27	J	27-28	K
26-27	I	27-28	J	28-29	K	29-30	L
28	J	29	K	30	L	31	M
29on	K	30on	L	31on	M	32on	N

*Experience/Step flow thru chart moves horizontally.
 (ie.: 02-03, Exp. 8= Step 6 > 03-04, Exp. 9= Step 7 > 04-05, Exp. 10= Step
 8 > 05-06, Exp. 11= Step 9.)*

**BRICK TOWNSHIP PUBLIC SCHOOLS
SCHEDULE A
TEACHER SALARY GUIDE 2003-2004**

Step	BA	BA+30	MA	MA=30	DOC
1	37,060	37,875	38,875	39,975	42,035
2	37,560	38,375	39,375	40,475	42,535
3	38,060	38,875	39,875	40,975	43,035
4	38,560	39,375	40,375	41,475	43,535
5	39,110	39,916	40,925	42,025	44,085
6	39,560	40,375	41,375	42,475	44,535
7	40,060	40,875	41,875	42,975	45,035
8	40,660	41,475	42,475	43,575	45,635
9	41,260	42,075	43,075	44,175	46,235
10	41,860	42,675	43,675	44,775	46,835
11	42,660	43,660	44,660	45,760	47,635
12	43,360	44,360	45,360	46,460	48,335
A	45,600	46,600	47,600	48,700	50,575
B	47,673	48,673	49,673	50,773	52,648
C	49,820	50,820	51,820	52,820	54,795
D	51,715	52,705	53,405	54,705	56,690
E	53,580	54,570	55,270	56,570	58,555
F	57,165	58,155	58,855	60,155	62,140
G	58,165	59,155	59,855	61,155	63,140
H	59,075	60,400	61,550	63,250	64,050
I	62,640	63,965	65,115	66,815	67,615
J	65,240	66,565	67,715	69,415	70,215
K	67,700	69,025	70,175	71,875	72,675
L	70,600	71,925	73,075	74,775	75,575

In-Service Longevity:

255.00 awarded after 3, 5, 10, 15 and 20 years of consecutive teaching experience in the Brick Township School District. In-Service Longevities not to apply to teaching personnel employed effective July 1 , 1976, or thereafter.

**BRICK TOWNSHIP PUBLIC SCHOOLS
SCHEDULE A
TEACHER SALARY GUIDE 2004-2005**

Step	BA	BA+30	MA	MA=30	DOC
1	38,990	39,805	40,805	41,905	43,965
2	39,490	40,305	41,305	42,405	44,465
3	39,990	40,805	41,805	42,905	44,965
4	40,490	41,305	42,305	43,405	45,465
5	40,990	41,805	42,805	43,905	45,965
6	41,540	42,346	43,355	44,455	46,515
7	41,990	42,805	43,805	44,905	46,965
8	42,490	43,305	44,305	45,405	47,465
9	43,090	43,905	44,905	46,005	48,065
10	43,690	44,505	45,505	46,605	48,665
11	44,290	45,105	46,105	47,205	49,265
12	45,090	46,090	47,090	48,190	50,065
A	45,760	46,760	47,760	48,860	50,735
B	48,000	49,000	50,000	51,000	52,975
C	50,073	51,073	52,073	53,173	55,048
D	52,220	53,220	54,220	55,320	57,195
E	54,115	55,105	55,805	57,105	59,090
F	55,980	56,970	57,670	58,970	60,955
G	59,565	60,555	61,255	62,555	64,540
H	60,565	61,555	62,255	63,555	65,540
I	61,475	62,800	63,950	65,650	66,450
J	65,040	66,365	67,515	69,215	70,015
K	67,640	68,965	70,115	71,815	72,615
L	70,100	71,425	72,575	74,275	75,075
M	73,000	74,325	75,475	77,175	77,975

In-Service Longevity:

255.00 awarded after 3, 5, 10, 15 and 20 years of consecutive teaching experience in the Brick Township School District. In-Service Longevities not to apply to teaching personnel employed effective July 1, 1976, or thereafter.

**BRICK TOWNSHIP PUBLIC SCHOOLS
SCHEDULE A
TEACHER SALARY GUIDE 2005-2006**

Step	BA	BA+30	MA	MA=30	DOC
1	41,385	42,200	43,200	44,300	46,360
2	41,885	42,700	43,700	44,800	46,860
3	42,385	43,200	44,200	45,300	47,360
4	42,885	43,700	44,700	45,800	47,860
5	43,385	44,200	45,200	46,300	48,360
6	43,885	44,700	45,700	46,800	48,860
7	44,435	45,241	46,250	47,350	49,410
8	44,885	45,700	46,700	47,800	49,860
9	45,385	46,200	47,200	48,300	50,360
10	45,985	46,800	47,800	48,900	50,960
11	46,585	47,400	48,400	49,500	51,560
12	47,185	48,000	49,000	50,100	52,160
A	47,990	48,990	49,990	51,090	52,965
B	48,660	49,660	50,660	51,760	53,635
C	50,900	51,900	52,900	54,000	55,875
D	52,373	53,373	54,373	55,473	57,348
E	54,520	55,520	56,520	57,620	59,495
F	56,415	57,405	58,105	59,405	61,390
G	58,280	59,270	59,970	61,270	63,255
H	61,865	62,855	63,555	64,855	66,840
I	62,865	63,855	64,555	65,855	67,840
J	63,775	65,100	66,250	67,950	68,750
K	67,340	68,665	69,815	71,515	72,315
L	69,940	71,265	72,415	74,115	74,915
M	72,400	73,725	74,875	76,575	77,375
N	75,300	76,625	77,775	79,475	80,275

In-Service Longevity:

255.00 awarded after 3, 5, 10, 15 and 20 years of consecutive teaching experience in the Brick Township School District. In-Service Longevities not to apply to teaching personnel employed effective July 1, 1976, or thereafter.

SCHEDULE B SALARY GUIDE POLICY

A. EXPERIENCE QUALIFICATIONS

1. A Teacher with no creditable teaching experience shall be employed at the minimum salary for his educational preparation.
2. Teachers newly hired to the district will be placed on Salary Schedule A (for that contract year) equivalent to their experience as indicated on Salary Schedule A (for that year).
3. Credit for military service, up to a total of four (4) years, shall be given on the basis of a twelve (12) month year.
4. In cases of acceptable experience which is less than a full teaching year or less than a full calendar year in nonteaching situations, credit will be given as follows:
 - a. Six (6) months or more teaching experience will be given credit equivalent to one (1) full year's experience.
 - b. Less than six (6) months of teaching will not be given any credit on salary guide, nor a portion thereof.
 - c. Five (5) full months or more of military experience will be given credit equivalent to one (1) full year's experience.
 - d. Less than five (5) full months of military experience will not be given any credit on salary guide, nor a portion thereof.
5. In cases of teachers being employed after September 1 of a given year, salary guide placement for the ensuing year will be as follows:
 - a. Teachers newly employed prior to January 31 will be placed on the next experience level of the salary guide upon receipt of their second contract.
 - b. Teachers newly employed after January 31 will not be advanced to the next experience level of the salary guide upon receipt of their second contract.
6. Teachers with teaching experience in nonpublic schools or with work

experience other than teaching, but related to their teaching field, may be given credit in experience. Evaluation shall be the responsibility of the Superintendent.

B. SALARY GUIDE QUALIFICATIONS

1. Teachers employed on ten (10) month contracts shall be placed on the appropriate salary guide at the beginning of each contract year (September 1). Teachers on twelve (12) month contracts will be placed on the appropriate salary guide at the beginning of their contractual year (July 1).

2. Teachers going on Board-approved leaves of absence or returning therefrom, who are actively employed one hundred (100) days or more in the school year in which they were on said approved leaves, shall be awarded the increment for a full year of service. All weekdays, between September 1st and June 30th, whether school is in or out of session, shall be included when calculating the one hundred (100) days.

3. It shall be the responsibility of the teacher to submit to the Superintendent by September 1 or July 1, respectively, depending upon whether contract is for ten (10) or twelve (12) months, a certified transcript of thirty (30) credits beyond degree or advance degree in order to be placed on the next salary level for that contract year.

See Article XII for Tuition Reimbursement Provisions.

4. Adjustments in teacher's salary to the next salary level shall be made only at the beginning of the school year in September and when conditions under 3. above are met.

Change from one salary level to the next salary level for advanced degree (Schedule A) earned in the middle of the year will be made at the beginning of the next school year in September.

6. No partial adjustments will be made to a higher salary level for partial credits, i.e., less than thirty (30) credits or less than a full advanced degree.

**SCHEDULE C
SALARY GUIDE DIFFERENTIALS FOR SPECIAL TEACHERS**

SPECIAL SERVICES			GUIDANCE		
Exp.	Step	Diff.	Exp.	Step	Diff.
0	1	600	0	1	600
1	2	750	1	2	750
2	3	900	2	3	900
3	4	1,050	3	4	1,050
4	5	1,200	4	5	1,200
5	6	1,500	5	6	1,500

TITLE I/READING TEACHERS			SPECIALISTS		
Exp.	Step	Diff.	Exp.	Step	Diff.
0	1	600	0	1	600
1	2	750	1	2	750
2	3	900	2	3	900
3	4	1,050	3	4	1,050
4	5	1,200	4	5	1,200
5	6	1,500	5	6	1,500

SPECIAL EDUCATION			DISTRICT A-V-A SPECIALIST K-12		
			Exp.	Step	Diff.
1.	+\$300 for Provisional Certification		0	1	300
			1	2	350
2.	+\$600 for Permanent Certification		2	3	400
			3	4	500

Special Service personnel and Guidance an additional seven (7) days.

Title I/Reading Teachers an additional four (4) days.

50% of Differential for Provisional Certification; 100% for Permanent Certification. Staff hired from outside the district or appointed from within effective July 1, 1976, or thereafter, to positions listed on Schedule C shall not receive differential pay. Additional work days do not apply to personnel in the above categories who are ineligible for differential pay.

**SCHEDULE D
EXTRA-CURRICULAR COMPENSATION - ATHLETIC**

EXTRA PAY FOR EXTRA SERVICES

The following positions are the only official positions established by the Board of Education and personnel fill these positions must be appointed by the Board of Education at a public meeting, thereby constituting a contract between the Board of Education and teacher. Any other activity assigned a teachers is part of the normal teaching assignment.

	03-04	04-05	05-06
HIGH SCHOOL			
Head Coaches, Athletic Trainers	6,193	6,472	6,768
Assistant Coach	4,116	4,301	4,499
Equipment manager, Football	3,308	3,457	3,616
Bowling, Tennis, Golf:			
Head Coaches	4,481	4,683	4,898
Assistant Coaches	3,308	3,457	3,616
Band:			
Director	6,193	6,472	6,768
Assistant Director	4,476	4,677	4,892
Band Front Coordinator	5,514	5,762	6,027
Assistant	4,277	4,469	4,675
Cheerleaders (2 separate sessions)			
Head Coach	3,140	3,281	3,439
Assistant	2,542	2,656	2,778
Chorus Director	4,277	4,469	4,675
Strength & Conditioning Coach	3,191	3,335	3,488
MIDDLE SCHOOL			
All Head Coaches	4,075	4,258	4,454
All Assistant Coaches	2,879	3,009	3,147
Cheerleading Coach (1 per school)	3,819	3,991	4,175
Intramural (2 separate sessions)	2,032	2,123	2,221

SCHEDULE E
EXTRA-CURRICULAR COMPENSATION - NON-ATHLETIC

EXTRA PAY FOR EXTRA SERVICES

The following positions are the only official positions established by the Board of Education and personnel fill these positions must be appointed by the Board of Education at a public meeting, thereby constituting a contract between the Board of Education and teacher. Any other activity assigned a teacher is part of the normal teaching assignment.

	03-04	04-05	05-06
HIGH SCHOOL			
Newspaper Advisor	3,308	3,457	3,616
Dramatics			
Director	4,754	4,968	5,197
Assistant Director	2,716	2,838	2,969
Debate	1,190		
Yearbook	4,754	4,968	5,197
Advisor	4,754	4,968	5,197
Assistant Advisor	2,716	2,838	2,969
Student Council	3,059	3,197	3,344
Student Store	2,032	2,123	2,221
Student Literary Magazine	2,032	2,123	2,221
Forensics Advisor	2,032	2,123	2,221
Chess Team Advisor	2,032	2,123	2,221
Radio Station Advisor	2,542	2,656	2,778
H.O.S.A. Advisor	2,540	2,656	2,778
Math Team Advisor	1,297	1,355	1,417
Honor Society Advisor	2,380	2,487	2,601
Photography Advisor	1,102	1,152	1,205
Key Club Advisor	1,016	1,062	1,111
Poetry/Art Advisor	1,016	1,062	1,111

FBLA	1,102	1,152	1,205
Interact	1,016	1,062	1,111
Multicultural Awareness Club Advisor	1,016	1,062	1,111
Environmental Club Advisor(S.W.E.E.P)	1,016	1,062	1,111
Future Educators of America Advisor	1,016	1,062	1,111
Class Advisors:			
9th	1,695	1,771	1,852
10th	2,032	2,123	2,221
11th	2,461	2,572	2,690
12th	2,972	3,106	3,249
MIDDLE SCHOOL			
Student Council Advisor	3,059	3,197	3,344
Student Store Advisor	2,032	2,123	2,221
Newspaper Advisor	2,032	2,123	2,221
Yearbook Advisor	2,380	2,487	2,602
Builders Club Advisor	1,016	1,062	1,111
Math Club Advisor	1,016	1,062	1,111
Band Director	1,016	1,062	1,111
Jr. National Honor Society	1,016	1,062	1,111
M.S. Spirit Club	1,016	1,062	1,111
Interact	1,016	1,062	1,111
Chaperone Coordinator	1,016	1,062	1,111
ELEMENTARY SCHOOL			
Elementary Early Activities Club Advisor	1,016	1,062	1,111

**SCHEDULE F
OTHER SALARIES**

	03-04	04-05	05-06
A. SECONDARY SUMMER SCHOOL			
Two Subjects	2,809	2,935	3,070
Per Subject	1,405	1,468	1,536
B. ELEMENTARY SUMMER SCHOOL	2,809	2,935	3,070
C. BEDSIDE AND SUPPLEMENTAL INSTRUCTION (per hour)	32	33	36
D. FEDERAL STATE PROJECTS CAMP BEADLESTON per teacher full session	2,809	2,935	3,070
E. DEPARTMENT HEADS	1,149	1,201	1,256
F. CURRICULUM AND STAFF DEVELOPMENT (Days other than when school is in session)	75	78	82
G. CLASS COVERAGE			
High School/Middle School	32	33	34
Elementary School	26	27	28
H. SYSOPS			
High School/Middle School (or choice of using duty period)	698	729	763
Elementary School	698	729	763
I. MIDDLE SCHOOL HOUSE LEADERSHIP	522	546	571

**PARAPROFESSIONAL EXPERIENCE/STEP
FLOW THRU CHART**

02-03		03-04		04-05		05-06	
<u>EX./STEP</u>		<u>EX./STEP</u>		<u>EX./STEP</u>		<u>EX./STEP</u>	
						0	1
				0	1	1	2
		0	1	1	2	2	3
0	1	1	2	2	3	3	4
1	2	2	3	3	4	4-5	6
2	3	3	4	4-5	6	6-7	8
3	4	4-5	6	6-7	8	8-10	11
4-5	6	6-7	8	8-10	11	11-13	14
6-7	8	8-10	11	11-13	14	OG	A
8-10	11	11-13	14	OG	A	OG	B
11-13	14	OG	A	OG	B	OG	C
OG	A	OG	B	OG	C	OG	D
OG	B	OG	C	OG	D	OG	E

*Experience/Step flow thru chart moves horizontally.
(ie.: 02-03, Exp. 7= Step 8 > 03-04, Exp. 8= Step 11 > 04-05,
Exp. 9=Step 11 > 05-06, Exp. 10= Step 11.)*

**SCHEDULE G
PARAPROFESSIONALS' SALARY GUIDE**

2003-2004		2004-2005	
Step	Paras	Step	Paras
1	17,024	1	17,533
2	17,324	2	17,833
3	17,700	3	18,133
4	18,065	4	18,525
6	18,451	6	18,907
8	19,181	8	19,310
11	20,119	11	20,073
14	22,638	14	21,054
A	25,152	A	23,628
B	27,666	B	26,313
C	30,184	C	28,414
		D	31,001

2005-2006	
Step	Paras
1	18,085
2	18,385
3	18,685
4	18,985
6	19,395
8	19,794
11	20,216
14	21,014
A	22,040
B	24,735
C	27,541
B	29,409
C	32,086

After first year each staff person advances one numerical step each new year on the guide. Staff members formerly on the final step of the guide receive the same percentage increase each year as that given to the salary base increase. *N.B., OG. will not be shown in printed contract book.