

MEMORANDUM OF AGREEMENT
Between the
Brick Township Board of Education
And
Brick Township Education Association

This Memorandum of Agreement (MOA) is entered by and between the **Brick Township Board of Education** and **Brick Township Education Association**.

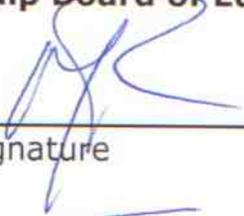
The members of the bargaining teams agree to unanimously recommend this MOA for ratification by their respective members.

All provisions of the 2006-2009 agreement shall continue without change into the 2009-2012 agreement except as set forth in attachment "A" hereto.

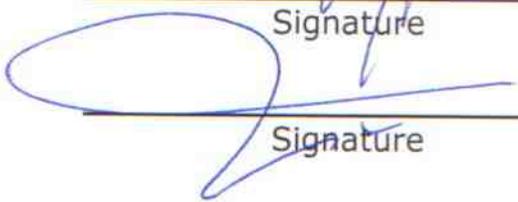
Both parties agree that salary guides will be mutually developed.

And signed by the Chief Negotiators on 6/8/09 :

Brick Township Board of Education:



Signature



Signature

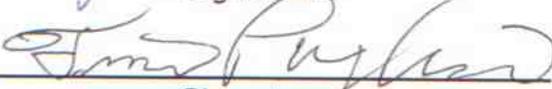
Michael J. Pifko
Negotiations Chairperson

James W. Edwards, Jr.
**Business Administrator/
Board Secretary**

Brick Township Education Association:



Signature



Signature

J. Susan Gerlock
Negotiations Chairperson

Timothy Puglisi
President

PREAMBLE

This Agreement entered into this first day of July 2009 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 negotiations 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. Nurses
 4. Special Services Personnel
 5. Librarians
 6. Student Services Personnel
 7. Department Heads
 8. Athletic Trainer
 9. Attendance Counselor
 10. Reading Coach
 11. Teacher Aides (Classroom Paraprofessionals)
 12. Teacher Aides (Verbal Behavior Paraprofessionals)
- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this Agreement, shall refer to all professional employees (positions numbers 1-12 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 teacher aides. All terms and conditions of employment for teacher aides are exclusively set forth in this agreement under Article III, X.10, XVI, and Schedule F. None of the other articles in the Master Agreement shall apply to teacher aides.

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 non-tenured 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 present the grievance on his behalf.
5. The grievance forms accepted by the Association and the 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 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.

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 of 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 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 with 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) 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 the 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 Employee Rights and Privileges

Whenever any employee is required to appear before any administrator or supervisor, Board or committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given 48 hours (school days) prior written notice for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association advise and represent him/her during such meeting or interview.

Article IV 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 and 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 BTEA President or his/her designee shall be released from all teaching and non-teaching duties for the full year with NJEA paying one-half year's salary and the Board paying one-half year's salary and continuing all benefits.
- G. The Vice-President(s), Treasurer, Membership Chairperson, 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 non-teaching assignments.

Article V
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, except high school personnel, 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 five (5) minutes after departure of the regularly scheduled buses for the building involved. High school personnel shall report for duty at the first scheduled bus arrival time and shall remain fifteen (15) 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 except for early dismissal days for staff development.

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) hours 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 scheduled buses, work later than five (5) 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 for Elementary Teachers shall be not less than 35-minute period five times per week, but not necessarily one per day. Preparation time may include grade level meetings during common planning time no more than once a week.
7. High school Teachers, in a tailored 4x4 schedule, shall be assigned no more than three (3) classroom blocks, or a maximum of 240 teaching minutes per day, and no more than 200 consecutive minutes, except as indicated below. High School teachers can not be assigned to teach three consecutive block classes (240 minutes).

Should the District employ quarter courses then high school teachers, at the discretion of the Board shall be assigned to teach a fourth subject, within the school calendar, and not be compensated, provided that the total teaching time does not exceed 240 minutes per day, except at indicated below.

High School Teachers who volunteer to teach a fourth block, will be compensated \$4,000 per semester.

High School Teachers must receive a daily preparation period equal in length to an instructional period or eighty (80) minutes. This period shall be free of instructional or supervisory student contact for the first year of this contract (High School teachers shall not be required to work a duty). For years two and three of this contract, High School teachers will be required to work one forty minute duty period per week.

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.

High School Teachers who are assigned as Department Chairs shall have no other assigned duties.

In the event that the High School reverts to a traditional schedule then High School teachers shall be assigned five (5) classroom teaching periods, a preparation period equal in length to the regular instructional period (free of instructional or supervisory contact) and a duty assignment each work day. A sixth classroom teaching period shall be assigned at the discretion of the Board provided that the number of six (6) teaching assignments as described herein shall not exceed four (4) in any one department and the teacher assigned to the sixth classroom teaching period is relieved of their duty period. The High School teachers' lunch period shall be equal to the length of the lunch period of the child, but not less than thirty (30) minutes.

8. Middle School teachers shall receive one preparation period per day equal in time to a single academic instruction discipline, e.g., Mathematics or English.
9. The length of the school day shall be six hours and fifty minutes for all teachers. This shall include the time indicated in V.B.1.
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 E.

The process of assignment of teachers to class coverage of other teachers is as follows:

- a. Teachers shall have the right to volunteer to cover classes during their preparatory periods.
- b. 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 senior-most 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.
- c. 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.

d. 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.

e. At all times elementary Principals shall make a diligent effort to exclude Teachers providing replacement instruction (BSI and resource/special education) 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.
- 5. Every teacher, at every level must provide an opportunity for extra help for students as needed.
- 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, and 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 meetings
 - l. 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 building 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.

Staff members listed above can be required to report to work earlier or remain later, but they cannot be required to work longer than the longest regular classroom teacher day in the District. Split session work hours do not apply to these staff members. 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, three (3) of which shall be for professional development in accordance with the official school calendar.
- L. Bedside assignments shall be offered to active employees with the student's teacher having the right of first refusal, followed by subject teachers within the building and then subject teachers within the District.

Article VI

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. Unless there are extenuating circumstances to the contrary, it is understood that administrators allow teachers adequate access to their building classrooms during the summer months no later than ten (10) days prior to the scheduled opening of school in order to keep their rooms in an appropriate and neat array as required by contract.
2. Teachers shall not be required to collect and transmit money except in the case 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 VII
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. To the extent known, the Administration shall inform teachers in writing of their salary schedule, class, and/or subject assignments, and building assignments on or before the last day of the school year except in extenuating circumstances. To the extent known, the Administration shall inform teachers of changes of 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 rate as established within N.J.A.C. 6A:23A-7. 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 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. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulation or statute governing the same then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.

- C. 1. Webmasters/Computer System Operators (SysOps) at the Elementary level shall be compensated as per Schedule E. Category D. High School or Middle School Webmasters/SysOps may receive a duty free period or the stipend as per Schedule E. Category D. This shall be at the option of the Webmaster/ SysOp to be selected prior to June 30 of the previous year. If the Webmaster/SysOp elects to receive the stipend, all performance responsibilities must be completed before or after school, except in the even of emergencies as designated by the Building Principal.
2. The Webmaster/computer systems operators will be posted and selected by the Superintendent of Schools.

Article VIII
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. All in-District, tenured teachers shall be given adequate opportunity to make application for said openings before an out-of-District candidate is considered.
2. Tenured teachers who desire a change in grade and/or subject assignment or who desire a 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.
4. All in-District, tenured teachers shall be given adequate opportunity to make application for any new openings that arise in a building because of a transfer.

Article IX
Promotions

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.
4. 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 ten (10) 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 is five (5) or more successive school days, a physician's certificate covering the period of absence shall be required to be filed in the Office of the Board Secretary. A doctor's certificate for absence 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) non-Brick 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 accumulated unused sick leave at a rate of: (# of days/4) x (final per diem salary).

Teachers must have fifteen (15) consecutive years of service. Board approved leaves of absence will not constitute a break in service when computing the fifteen (15) years of service. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) years of service

Teachers that provide proper notification at least 18 months prior to retirement will receive an additional \$2,000 for unused sick leave upon payment of sick leave in accordance with this article. Approval by the Board of the retirement is required and can only be rescinded if done so by the Board.

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. Pregnancy and elective surgery are not considered "catastrophic."
2. The applicant must provide an accurate history of his/her sick day record.
3. The participant's record must show non-abuse of sick day usage, as determined by the committee.
4. The committee may or may not award the days, and may do so in not more than (45) day segments in any one school year. Reapplication is necessary for each segment. Approval of reapplication is at the discretion of the committee.
5. Unused sick days will be returned to the Sick Day Bank upon the employee's return to work. Exceptions will be handled at the discretion of the committee.
6. 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, 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 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 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.

11. Perfect Attendance

An employee that does not utilize any sick leave in a quarter shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) for the quarter. Quarters shall be measured as July 1st to October 31st, November 1st to January 31st, February 1st to April 30th and May 1st to June 30th.

12. FMLA/NJFLA

a. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as personal days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act.

b. In the case of any leave due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as personal and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

B PERSONAL BUSINESS

1. Five (5) 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 teachers.
2. Requests for personal days must be submitted five (5) days in advance
3. Personal days will be granted on a first come first serve basis with no more than 10% of a building to be able to utilize personal days on any given day, except as approved by the Superintendent of Schools on an emergency basis.

C. DEATH IN THE FAMILY

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

family shall be a spouse, civil union partner, a parent, a child, a sister, a brother, an in-law, a grandparent, grandchild, or any person standing loco parentis. These days must be used within four weeks after the death of the family member. Proper documentation must be provided to Human Resources.

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, or a first 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 of a board meeting and must indicate expected expenses. Applications must be approved, in accordance with N.J.A.C. 6A:23A-7 prior to attendance.
4. Multiple requests 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 the 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 continues 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 of 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 the person on military leave to notify the District of his availability for reemployment sixty (60) days before the 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 ABSENCE

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. The maximum annual reimbursement shall be \$1,000 for approved graduate courses, with a District wide cap of \$56,400.
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 a certified transcript of credits earned. To reach the level of BA+30, teachers must obtain 30 graduate credits after the BA. To reach the level of MA+30, teachers must obtain 30 graduate credits after the MA.

3. All courses must be graduate level and provided by an accredited institution. On-line internet courses must be approved by the New Jersey Department of Education. NJ Elite program will be considered as qualifying for reimbursement under this section.
4. Courses for which there are not tuition charges or which are financed by other than the teacher's 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.
7. Reimbursements will be made in accordance with Internal Revenue Service Regulations.

B. National Board Certification

1. Advancement allowance for National Board Certification shall be equal to nine (9) graduate credits. Advancement allowance for National Board Re-Certification shall be equal to three (3) graduate credits.
2. The District will pay for all application and assessment fees to any employee achieving National Board Certification and recertification upon presentation to the District the following documents; copy of payment for all application fees, copy of the candidate score report, and a copy of the NBCT certificate. The amount to be reimbursed shall not exceed \$3,000.
3. Teachers successfully completing their National Board Certification shall receive an additional \$1,200.00 per year for the life of the certificate, added to their salary. This money shall be counted as salary and pensionable.
4. National Board Certified Teachers new to the District will receive a prorated adjustment to their salary.

Article XIII
Insurance Protection

- A. The Board of Education shall pay the full premium of insurance protection for each teacher and his/her family (including civil union partners) provided the teacher is regularly employed at least thirty (30) hours per week, which insurance shall include health care insurance, dental insurance, and a prescription plan as follows:

1. Employees hired on or subsequent to July 1, 1994, shall receive Point of Service/HMO health care insurance, dental insurance and a prescription plan.
 2. Employees hired prior to July 1, 1994, shall receive either Traditional, Direct Access, or Point of Service/HMO health care insurance, dental insurance and a prescription plan. Employees who have elected Direct Access or Point of Service/HMO health care insurance will not have the option of electing Traditional health care insurance. Employees with Traditional health care insurance who elect to change to Direct Access or Point of Service/HMO health care insurance during 2009-2010 shall receive \$4,000, prorated from the effective date of the change, with the payment of the said amount to be paid with the final paycheck of the year. Employees with Traditional health care insurance who elect to change to Direct Access or Point of Service/HMO health care insurance during 2010-2011 shall receive \$2,000, prorated from the effective date of the change, with the payment of the said amount to be paid with the final paycheck of the year. Employees with Traditional health care insurance who elect to maintain Traditional health care insurance during 2011-2012 shall pay to the Board the cost difference of Traditional health care insurance and Direct Access health care insurance while such coverage is maintained with said amount withheld from the employees payroll each pay cycle.
- B. The Board reserves the right to select the appropriate insurance carrier(s).
- 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 of the "Modified Retiree Comprehensive Major Medical Plan" shall be paid solely by the retired Teacher and participation shall be subject to terms and conditions of the Plan.
- D. All insurance plans mentioned in this Article shall be continued by the Board while utilizing FMLA/NJFLA in accordance with X.12.
- E. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment by an employee shall be zero dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs for retail and mail order prescriptions.
- F. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2009.
- G. If offered by the Board, eligible employees may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made annually to the employee as follows:

Health Care Insurance	\$3,000
Dental Insurance	\$ 500
Prescription Plan	\$1,000

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. Employees who waive coverage for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year.

- H. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.
- I. Upon the permanent separation from employment of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation consistent with his/her rights, if any, under law.

Article XIV
Teacher Employment and Salaries

- A. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of each school year.
- B. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- C.
 1. The Board of Education shall pay teachers on a semimonthly basis. Teachers employed on an eleven (11) month basis shall be paid in twenty-two (22) semimonthly installments. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semimonthly installments. The dates of pay shall be the 10th and 30th for September and the 15th and 30th for each month thereafter.
 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 First Financial Federal Credit Union.
 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.

- D. Credit for military service shall be determined by NJSA 18A:29-11.
- E. The withholding of increments for inefficiency or other good cause shall be provided in NJSA, 18A:29-14, and decisions of the Commission and/or courts of the State of New Jersey interpreting said statute.
- F. A doctor's certificate may be required to substantiate absence pursuant to NJSA, 18A:30-4.
- G. In-Service Longevity

Teachers hired prior to July 1, 1976, shall receive a longevity payment in the amount of \$1,475 for each year of the contract.
- H. The per diem rate of pay used to calculate salary shall be 1/200th. It is agreed and understood that there are 210 possible work days between September and June of which teachers are paid for 200 days. As indicated in Article V.K, teachers shall work 183 days, therefore having seventeen (17) paid days off and ten (10) unpaid days off. The assignment of paid and unpaid days off shall be determined annually by the Superintendent of Schools.
- I. The salary base cost for the 2008-2009 school year will generate a 4.5% increase in the 2009-2010 school year. The salary base cost for the 2009-2010 school year will generate a 4.55% increase in the 2010-2011 school year. The salary base cost for the 2010-2011 school year will generate a 4.65% increase in the 2011-2012 school year.

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
 - 1. A representation fee of eighty-five percent (85%) 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 leaves of absence, and all new employees.
3. The Union shall identify and hold the employer harmless against any and all claims, demands, suits, or 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

Teacher Aides

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 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.
2. 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. To the extent known, no later than August 1st of each year, the Board of Education or its designee shall advise Teacher Aides of their placements for the following year.
2. Any Teacher Aide who is resigning from a position or does not wish to commence work in September shall notify the District in writing more than ten (10) days after receipt of his/her offer of the position for the following year.

C. WORK YEAR

1. The work year, workday and holidays shall be the same as that of the Teachers.
2. Teacher Aides 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. Teacher Aides shall initial sign-in/sign-out sheet upon arrival in the morning and departure after school and such other documents with respect to their attendance as determined by the Superintendent of Schools.

D. SICK LEAVE

1. Teacher Aides shall be entitled to twelve and one-half (12 ½) sick days per school year which shall accrue at the rate of one (1) day per month commencing the September of their first year of employment.
2. Teacher Aides retiring under the State Pension Retirement Plan shall be paid for accumulated unused sick leave at a rate of: (# of days/4) x (final per diem salary).

Teacher Aides must have fifteen consecutive years of service. Board approved leaves of absence, will not constitute a break in service when computing the fifteen (15) years of service. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) years of service.

3. Teacher Aides that provide proper notification at least 18 months prior to retirement will receive an additional \$1,000 for unused sick leave upon payment of sick leave in accordance with this article. Approval by the Board of the retirement is required and can only be rescinded if done so by the Board.
4. An employee that does not utilize any sick leave in a quarter shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) for the quarter. Quarters shall be measured as July 1st to October 31st, November 1st to January 31st, February 1st to April 30th and May 1st to June 30th.
5. FMLA/NJFLA
 - a. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as personal days, prior to or following the following the utilization

of leave under the Federal Family and Medical Leave Act under/or the New Jersey Family Leave Act.

b. In the case of any leave due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as personal and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

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 Teacher Aides
2. Personal leave days shall not be granted before or after holiday periods; on the first and 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 the paragraph, specific reasons must be given on the request form for personal day(s).
3. Requests for personal days must be submitted five (5) days in advance.
4. Personal days will be granted on a first come first serve basis with no more than 10% of a building to be able to utilize personal days on any given day, except as approved by the Superintendent of Schools on an emergency basis.

F. DEATH IN THE FAMILY

1. A Teacher Aide may be allowed a maximum of four (4) school days absence in one year with full pay for each death in the immediate family. The immediate family shall be: a spouse, civil union partner, a parent, a child, a sister, a brother, and in-law, or a grandparent, grandchild, or any person standing in loco parentis. These days must be used within four weeks after the death of the family member. Proper documentation must be provided to Human Resources.
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 first cousin.

G. INSURANCE PROTECTION

1. The Board of Education shall pay the full premium of insurance protection for each teacher aide and his/her family (including civil union partners) provided the teacher aide is regularly employed at least thirty (30) hours per week, which insurance shall include health care insurance, dental insurance, and a prescription plan as follows:

- a. Employees hired on or subsequent to July 1, 1994, shall receive Point of Service/HMO health care insurance, dental insurance and a prescription plan.
- b. Employees hired prior to July 1, 1994, shall receive either Traditional, Direct Access, or Point of Service/HMO health care insurance, dental insurance and a prescription plan. Employees who have elected Direct Access or Point of Service/HMO health care insurance will not have the option of electing Traditional health care insurance. Employees with Traditional health care insurance who elect to change to Direct Access or Point of Service/HMO health care insurance during 2009-2010 shall receive \$4,000, prorated from the effective date of the change, with the payment of the said amount to be paid with the final paycheck of the year. Employees with Traditional health care insurance who elect to change to Direct Access or Point of Service/HMO health care insurance during 2010-2011 shall receive \$2,000, prorated from the effective date of the change, with the payment of the said amount to be paid with the final paycheck of the year. Employees with Traditional health care insurance who elect to maintain Traditional health care insurance during 2011-2012 shall pay to the Board the cost difference of Traditional health care insurance and Direct Access health care insurance while such coverage is maintained with said amount withheld from the employees payroll each pay cycle.

2. The Board reserves the right to select the appropriate insurance carrier(s).

3. All insurance plans mentioned in this Article shall be continued by the Board while utilizing FMLA/NJFLA in accordance with XVI.D.5.

4. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment by an employee shall be zero dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs for retail and mail order prescriptions.

5. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2009.

6. If offered by the Board, eligible employees may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made to the employee as follows:

Health Care Insurance	\$3,000
Dental Insurance	\$ 500
Prescription Plan	\$1,000

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. Employees who waive coverage for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year.

7. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.

8. Upon the permanent separation from employment of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation consistent with his/her rights, if any, under law.

H. DUES DEDUCTION

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

I. SENIORITY

1. Civil Service seniority applies to all lay-off situations and bumping rights created by lay-offs.

J. SALARIES

1. The salaries for 2009-10, 2010-11, and 2011-12 are as indicated on Schedule F.
2. Teachers Aides who are required to perform chaperone duty at extracurricular activities shall be paid at the same rate as teachers who perform chaperone duty.

Article XVII
Coaches

- A. 1. The Board agrees that the term coach, when used in this Agreement, shall refer to the positions listed in Schedule C, Extra- Curricular Compensation – Athletic.

B. RIGHTS OF COACHES

1. The Board agrees to make available to coaches all necessary information to comply with the rules and regulations of the New Jersey State Interscholastic Athletic Association (NJSIAA) a copy of the rules and regulations of the New Jersey State Interscholastic Athletic Association, a complete copy of the Ocean County Intermediate Athletic League rules governing a coach’s individual sport, and any and all addendums to said rules, eligibility information of students, and the non-confidential school medical information of all team members.
2. Coaches shall have the right to use school facilities at all reasonable hours for meetings, practice, exhibition and scheduled games with the approval of the Superintendent. It is understood that all in-season coaches shall have the right of first refusal when scheduling a practice, exhibition, or game at their own school. It is further understood that said scheduling must be coordinated with the in-season coaches, except in cases of emergency, through the District Facilities Coordinator, under the direction of the Athletic Director for the District.
3. Coaches shall not be assigned to after school duties or activities during their coaching seasons, except in cases of emergency.
4. Coaches seasons shall be pursuant to the NJSIAA Constitution and By-laws.

C. COACHES EMPLOYMENT

1. Whenever possible, coaches shall be notified of their contract and salary status for the ensuing year no later than sixty (60) days prior to the start of the season for all sports of the current year.
2. Each contract shall include the position and salary.

D. DATES OF PAYMENTS OF COACHES SALARIES

- | | |
|------------------|---------------------------|
| 1. Fall Sports | November 15 th |
| 2. Winter Sports | February 15 th |
| 3. Spring Sports | May 15 th |

E. COACHES SALARIES

The salary for all coaches shall be set forth in Schedule C.

F. COACHING ASSIGNMENTS

1. No coach shall be precluded from accepting or applying for more than one (1) assignment.

G. COACHING VACANCIES

1. To the extent known, no later than May 15th of each school year, the Board shall deliver to the Association, and post in each school building, a list of known coaching vacancies which shall occur during the following year.
2. Such posting shall include the title of the coaching position being vacated, the contract salary offered, the qualifications necessary, and the date the posting closes. Such posting shall be in accordance with all provisions of this agreement.
3. All coaching vacancies that occur during a school year shall be posted in the same manner as all other vacancies, excepting emergency situations.
4. Any coach holding a current coaching position that is not being rehired for the position will be notified in writing by the athletic director prior to the posting of said position.

H. COACHING DEVELOPMENT AND IMPROVEMENT

It is understood that once a coach has been granted an approval for professional leave by the Superintendent or his designee to attend clinics or general coaching sessions of an extended nature outside of their athletic training season, the coach shall be reimbursed for expenses incurred as a result of their attendance. The coach shall be reimbursed for mileage at a rate as established within N.J.A.C. 6A:23A-7. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulation or statute governing the same then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.

I. COACHES EVALUATION

1. All coaches shall be provided an annual evaluation by the Athletic Director to measure their performance in their specific sport.

2. It is understood that the Athletic Director will disclose to any coach, performance difficulties when they arise, and offer the coach suggestions in order to bring the coach's performance up to standard.
3. No coach shall be required to drive students to activities that take place away from the school building.

Article XVIII
Protection for Advisors

- A. 1. The Board agrees that the term Advisor, when used in this Agreement, shall refer to the positions listed in Schedule D, Extra- Curricular Compensation – Non-Athletic.

B. RIGHTS OF ADVISORS

1. Advisors shall have the right to use school facilities at all reasonable hours for meetings, and scheduled clubs/extracurricular activities with the approval of the Superintendent. Scheduling must be coordinated, except in cases of emergency, through the District Facilities Coordinator.

C. ADVISOR EMPLOYMENT

1. Whenever possible, Advisors shall be notified of their contract and salary status for the ensuing year no later than 60 days prior to the start of the current year.
2. Each contract shall include the position and salary.

D. PAY DATES

1. Advisors' salaries shall be paid on May 15th.

E. ADVISORS SALARIES

The salary for all advisors shall be set forth in Schedule D.

F. ADVISORS ASSIGNMENTS

1. No advisor shall be precluded from accepting or applying for more than one (1) advising assignment.

G. ADVISING VACANCIES

1. To the extent known, no later than May 15th of each school year, the Board shall deliver to the President of the Association, and post in each school building, a list of known advising vacancies which shall occur during the following year.

2. Such posting shall include the title of the advising position being vacated, the contract salary offered, the qualifications necessary, and the date the posting closes. Such posting shall be in accordance with all provisions of this agreement.
3. All advising vacancies that occur during a school year shall be posted in the same manner as all other vacancies, excepting emergency situations.

H. ADVISOR DEVELOPMENT AND IMPROVEMENT

It is understood that once an Advisor has been granted an approval for professional leave to attend general advising sessions, the Advisor shall be reimbursed for expenses incurred as a result of their attendance. The Advisor shall be reimbursed for mileage at the rate as established within N.J.A.C. 6A:23A-7. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulation or statute governing the same then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.

I. ADVISORS EVALUATION

1. All advisors shall be afforded an annual evaluation by the appropriate supervisor to measure their performance in their specific club/extracurricular activity.
2. The supervisor will disclose to any Advisor, performance difficulties when they arise, and offer the Advisor suggestions in order to bring the advisor's performance up to standard.
3. No Advisor shall be required to drive students to activities that take place away from the school building.

Article XIX Miscellaneous Provisions

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the full extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Any individual contract or annual salary between the Board and an individual heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Article XX

Duration of Agreement and Negotiation Procedures for a Successor Agreement

- A. 1. This Agreement shall be effective as of July 1, 2009, and remain in effect until June 30, 2012. 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 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. 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.

FOR THE BRICK TOWNSHIP BOARD OF EDUCATION

By: _____
President

By: _____
Business Administrator/Board Secretary

FOR THE BRICK TOWNSHIP EDUCATION ASSOCIATION

By: _____
President

By: _____
Vice President

Schedule A

YEAR 1 2009-2010 Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	48,315	49,130	50,130	51,230	53,290
2	48,815	49,630	50,630	51,730	53,790
3	49,315	50,130	51,130	52,230	54,290
4	49,815	50,630	51,630	52,730	54,790
5	50,365	51,171	52,180	53,280	55,340
6	50,815	51,630	52,630	53,730	55,790
7	51,915	52,730	53,730	54,830	56,890
8	53,115	53,930	54,930	56,030	58,090
9	54,590	55,590	56,590	57,690	59,565
10	56,830	57,830	58,830	59,930	61,805
11	58,303	59,303	60,303	61,403	63,278
12	60,450	61,450	62,450	63,550	65,425
13	62,345	63,335	64,035	65,335	67,320
14	64,210	65,200	65,900	67,200	69,185
15	67,795	68,785	69,485	70,785	72,770
16	69,705	71,030	72,180	73,880	74,680
17	73,270	74,595	75,745	77,445	78,245
18	75,870	77,195	78,345	80,045	80,845
19	78,776	80,101	81,251	82,951	83,751
20	81,676	83,001	84,151	85,551	86,651

Schedule A

YEAR 2 2010-2011 Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	49,735	50,550	51,550	52,650	54,710
2	50,235	51,050	52,050	53,150	55,210
3	50,735	51,550	52,550	53,650	55,710
4	51,235	52,050	53,050	54,150	56,210
5	51,785	52,591	53,600	54,700	56,760
6	52,235	53,050	54,050	55,150	57,210
7	53,335	54,150	55,150	56,250	58,310
8	54,535	55,350	56,350	57,450	59,510
9	56,010	57,010	58,010	59,110	60,985
10	58,250	59,250	60,250	61,350	63,225
11	59,723	60,723	61,723	62,823	64,698
12	61,870	62,870	63,870	64,970	66,845
13	63,765	64,755	65,455	66,755	68,740
14	65,630	66,620	67,320	68,620	70,605
15	69,215	70,205	70,905	72,205	74,190
16	71,125	72,450	73,600	75,300	76,100
17	74,690	76,015	77,165	78,865	79,665
18	77,536	78,861	80,011	81,711	82,511
19	80,442	81,767	82,917	84,617	85,417
20	83,342	84,667	85,817	87,517	88,317

Schedule A

YEAR 3 2011-2012 Salary Guide

Step	BA	BA+30	MA	MA+30	DOC
1	51,396	52,211	53,211	54,311	56,371
2	51,896	52,711	53,711	54,811	56,871
3	52,396	53,211	54,211	55,311	57,371
4	52,896	53,711	54,711	55,811	57,871
5	53,446	54,252	55,261	56,361	58,421
6	53,896	54,711	55,711	56,811	58,871
7	54,996	55,811	56,811	57,911	59,971
8	56,196	57,011	58,011	59,111	61,171
9	57,671	58,671	59,671	60,771	62,646
10	59,911	60,911	61,911	63,011	64,886
11	61,384	62,384	63,384	64,484	66,359
12	63,531	64,531	65,531	66,631	68,506
13	65,426	66,416	67,116	68,416	70,401
14	67,291	68,281	68,981	70,281	72,266
15	70,876	71,866	72,566	73,866	75,851
16	72,786	74,111	75,261	76,961	77,761
17	76,351	77,676	78,826	80,526	81,326
18	79,197	80,522	81,672	83,372	84,172
19	82,103	83,428	84,578	86,278	87,078
20	85,010	86,335	87,485	89,185	89,985

**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 in non-teaching 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 the 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 or more of military experience will not be given any credit on the 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).
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.

See Article XIII for Tuition Reimbursement Provisions.

3. 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.
4. Change from one salary level to the next salary level for advanced degree (Schedule A) earned in the middle of the school year will be made at the beginning of the next school year in September.
5. 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
Extra-Curricular Compensation-Athletic

Extra Pay for Extra Services

The following positions are the only official positions established by the Board of Education and the personnel who 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.

High School	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Head Coaches, Athletic Trainers	7,975	8,294	8,625
Assistant Coach	5,301	5,513	5,733
Bowling, Tennis, Golf			
Head Coaches	5,771	6,002	6,242
Assistant Coaches	4,261	4,431	4,609
Band:			
Director	7,975	8,294	8,625
Assistant Director	5,765	5,995	6,235
Band Front Coordinator	7,102	7,386	7,682
Assistant	5,509	5,729	5,958
Cheerleaders (2 separate sessions)			
Head Coach	4,052	4,214	4,382
Assistant	3,273	3,404	3,540
Chorus Director	5,509	5,729	5,958
Strength and Conditioning Coach	4,111	4,274	4,445
Middle School			
All Head Coaches	5,247	5,457	5,675
All Assistant Coaches	3,707	3,855	4,009
Cheerleading Coach (1 per school)	4,917	5,114	5,318
Intramural (2 separate sessions)	2,617	2,721	2,830

Schedule D
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 the personnel who 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.

High School	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Newspaper Advisor	4,261	4,431	4,609
Dramatics			
Director	6,124	6,368	6,623
Assistant Director	3,499	3,639	3,784
Yearbook			
Advisor	6,124	6,368	6,623
Assistant Advisor	3,499	3,639	3,784
Student Council	3,941	4,098	4,262
Student Literary Magazine	2,617	2,721	2,830
Forensics Advisor	2,617	2,721	2,830
Chess Team Advisor	2,617	2,721	2,830
H.O.S.A. Advisor	3,273	3,404	3,540
Math Team Advisor	1,669	1,736	1,805
Honor Society Advisor	3,065	3,187	3,315
Photography Advisor	1,420	1,476	1,535
Key Club Advisor	1,309	1,362	1,416
Poetry/Art Advisor	1,309	1,362	1,416
FBLA	1,420	1,476	1,535
Interact	1,309	1,362	1,416
Multicultural Club Advisor	1,309	1,362	1,416
Environmental Club Advisor (S.W.E.E.P)	1,309	1,362	1,416
Future Educators of America Advisor	1,309	1,362	1,416
Dance Team	3,364	3,499	3,639
PALS Club	3,364	3,499	3,639
Class Advisors			
9 th Grade	2,182	2,269	2,360
10 th Grade	2,617	2,721	2,830
11 th Grade	3,170	3,297	3,429
12 th Grade	3,828	3,981	4,141

Schedule D
Extra-Curricular Compensation-Non-Athletic

Middle School	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Student Council Advisor	3,941	4,098	4,262
Student Store Advisor	2,617	2,721	2,830
Newspaper Advisor	2,617	2,721	2,830
Yearbook Advisor	3,066	3,189	3,316
Builders Club Advisor	1,309	1,362	1,416
Math Club Advisor	1,309	1,362	1,416
Band Director	1,309	1,362	1,416
Jr. National Honor Society	1,309	1,362	1,416
M.S. Spirit Club	1,309	1,362	1,416
Interact	1,309	1,362	1,416
Chaperone Coordinator	1,309	1,362	1,416
Elementary School			
Elementary Early Act Club Advisor	1,309	1,362	1,416

**Schedule E
Other Salaries**

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
A. Bedside and Supplemental Instruction (per hour)	44	45	47
B. Department Heads	1,480	1,539	1,601
C. Curriculum and Staff Development (Days other than when school is in session)	97	101	105
Preparation for Presenting (per workshop)	175	182	189
D. Webmasters/Sysops High School/Middle School (or choice of using duty)	899	935	972
Elementary School	899	935	972
E. Middle School House/Unit Leader	672	699	727
F. Summer Programs (hourly rate)			
Extended School Year Teacher	45	47	49
Extended School Year Teacher Aide	17	18	19
Camp Beadleston Teacher	45	47	49
Camp Beadleston Teacher Aide	17	18	19
Guidance Counselors	45	47	49
Student Assistance Counselors	45	47	49
Child Study Team Members	45	47	49
Teachers for CST Meetings	17	18	19
Jump Start/ELL	45	47	49
Technology Teacher	45	47	49
G. Non-Instructional Rate (per hour)	25	26	27
H. Special Services Shift Differential			
Regina Dooros	600	600	600
Carol Donovan	1,500	1,500	1,500

**Schedule F
Teacher Aides Salary Guide**

YEAR 1 2009-2010 Salary Guide

Step	Teacher Aides	30 CEU	60 CEU	90 CEU
1	21,140	21,290	21,440	21,590
2	21,440	21,590	21,740	21,890
3	21,740	21,890	22,040	22,190
4	22,040	22,190	22,340	22,490
5	22,450	22,600	22,750	22,900
6	22,849	22,999	23,149	23,299
7	23,271	23,421	23,571	23,721
8	24,069	24,219	24,369	24,519
A	25,095	25,245	25,395	25,545
B	27,790	27,940	28,090	28,240
C	30,596	30,746	30,896	31,046
D	32,464	32,614	32,764	32,914
E	35,141	35,291	35,441	35,591

**Schedule F
Teacher Aides Salary Guide**

YEAR 2 2010-2011 Salary Guide

Step	Teacher Aides	30 CEU	60 CEU	90 CEU
1	21,991	22,141	22,291	22,441
2	22,291	22,441	22,591	22,741
3	22,591	22,741	22,891	23,041
4	22,891	23,041	23,191	23,341
5	23,301	23,451	23,601	23,751
6	23,700	23,850	24,000	24,150
7	24,122	24,272	24,422	24,572
8	24,920	25,070	25,220	25,370
A	25,946	26,096	26,246	26,396
B	28,641	28,791	28,941	29,091
C	31,447	31,597	31,747	31,897
D	33,315	33,465	33,615	33,765
E	35,992	36,142	36,292	36,442

**Schedule F
Teacher Aides Salary Guide**

YEAR 3 2011-2012 Salary Guide

Step	Teacher Aides	30 CEU	60 CEU	90 CEU
1	23,061	23,211	23,361	23,511
2	23,361	23,511	23,661	23,811
3	23,661	23,811	23,961	24,111
4	23,961	24,111	24,261	24,411
5	24,371	24,521	24,671	24,821
6	24,770	24,920	25,070	25,220
7	25,192	25,342	25,492	25,642
8	25,990	26,140	26,290	26,440
A	27,016	27,166	27,316	27,466
B	29,711	29,861	30,011	30,161
C	32,517	32,667	32,817	32,967
D	34,385	34,535	34,685	34,835
E	37,062	37,212	37,362	37,512

Schedule F

Teacher Aides advance one numerical step each new year on the guide. Step eight (8) is the final step on the guide. Staff members will not move beyond step eight. Teacher Aides who currently reside in off guide steps will remain on their off guide steps each year of the contract

Continuing Education Units (CEU)

Teacher Aides staff members will notice three additional columns to the salary guide. To participate in the CEU program the teacher aides must complete the following steps;

1. For a teacher aide to move laterally across the guide the teacher aide must first be rated a highly qualified teacher aide as outlined in the portfolio program sponsored by the District. Then the teacher aide must accumulate the appropriate number of CEU's (Continuing Education Unit) for each column.
2. For the duration of this contract, the practice of awarding teacher aides staff members Continuing Education Unit Credits for Board of Education approved in-service workshops/programs will be awarded in accordance with the following procedures/guidelines.
3. Two (2) contact workshop hours will be required for each one earned (1) Continuing Education Unit Credit.
4. A committee of three (3) members appointed by the Association and three (3) members appointed by the Superintendent shall review the applications for CEU Credit and, as such, will make appropriate recommendations to the Board of Education for its consideration through the Superintendent or his designee.

This review will be an annual review, at a date mutually agreed to by the Superintendent and the Association.

APPENDIX

Employee Rights and Privileges

The Board agrees to protect and save harmless every employee from any financial loss resulting from an act of omission arising out of and in the course of the performance of any and all employee duties.

- A. Pursuant to NJSA 34:13A-1 *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
- C. Any suspension of any employee pending charges shall be with pay.
- D. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix 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 employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.
- E. An employee 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. An employee shall be entitled to have a Representative(s) of the Association accompany him/her during such review. At least once every year, an employee shall have the right to request that if any documents and/or other materials in his/her file are believed to be obsolete or otherwise inappropriate to retain that the said documents be removed. The Superintendent shall make the final decision on whether documents should be removed or retained.

Protection of Employees, Students, and Property

- A. The Board shall continue to fulfill requirements placed upon it by law for the protection of employees, students, and property.

- B. Pursuant to the Statutes of the State of New Jersey, Title 18A: 6-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary;
1. To quell a disturbance threatening physical injury to others.
 2. To obtain possession of weapons or other dangerous object upon the person or within the control of a pupil.
 3. For the purposes of self-defense.
 4. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution by law, rule, ordinance, or other act or authority permitted or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
- C. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties of such office, position, employment, or student teachers, the board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting there from, and said board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.
- D. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- E.
1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.
 2. Employees shall immediately report to their immediate supervisors cases of assault upon pupils. This should be done on appropriate forms.
 3. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the employees for any information in the possession of the Superintendent

relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.

4. Employees will be apprised of their rights under the law in connection with any case of alleged assault.
- F. If an employee is working under conditions he considers unsafe or unhealthy, such employee shall first discuss this with his building principal and, if unsatisfactory, is entitled to institute a grievance.

Teacher Aides Rights and Privileges

1. The Board shall continue to fulfill requirements placed upon it by law for the protection of employees, students, and property.
2. Pursuant to the Statutes of the State of New Jersey, Title 18A: 6-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary;
 - a. To quell a disturbance threatening physical injury to others.
 - b. To obtain possession of weapons or other dangerous object upon the person or within the control of a pupil.
 - c. For the purposes of self-defense.
 - d. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution by law, rule, ordinance, or other act or authority permitted or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
3. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties of such office, position, employment, or student teachers, the board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting there from, and said board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.

4. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
5.
 - a. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.
 - b. Employees shall immediately report to their immediate supervisors cases of assault upon pupils. This should be done on appropriate forms.
 - c. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the employees for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
 - d. Employees will be apprised of their rights under the law in connection with any case of alleged assault.
6. If an employee is working under conditions he considers unsafe or unhealthy, such employee shall first discuss this with his building principal and, if unsatisfactory, is entitled to institute a grievance.
 - A. According to New Jersey State Statute, the Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.

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.