#### **PREAMBLE**

This Agreement entered into this first day of July 2012 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 (excluding Non-Public)
  - 2. Special Education Teachers (excluding Non-Public)
  - 3. Nurses (excluding Non-Public)
  - 4. Special Services Personnel
  - 5. Librarians
  - 6. Student Services Personnel
  - 7. Department Heads
  - 8. Athletic Trainer
  - 9. Attendance Counselor
  - 10. Instructional Coach's (Non-Supervisory)
  - 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. Definitions

A "grievance" is a claim by an employee of the Association based upon the interpretation, application or violation of the Agreement, policies, or Administration decisions affecting terms and conditions of employment of an employee or a group of employees.

An "aggrieved person" is the person or persons or the Association making the claim.

A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

"Working Days" when used hereafter shall mean the working days of the grievant when it refers to filing the grievance and appealing a decision to a higher step and working days of the Administrator when it refers to a response by the Administrator to the grievant.

## B. Purpose

The Board and the Association agree to process all grievances in good faith and to expedite claims at the lowest possible level.

The purpose of the procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting member of the bargaining unit. Both parties agree that these proceedings will be kept confidential.

A grievance filed under this Article shall be initiated at Step 1 within (30) thirty calendar days of the date of its occurrence. Grievances filed after the expiration of thirty (30) calendar days shall be deemed untimely.

#### C. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be proceeded through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

It is understood that employees shall during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

## D. Level One: Principal or Immediate Supervisor

Informal Step – an employee with a grievance shall first discuss it with his/her principal or immediate Supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A response to the grievance will be provided with two (2) working days.

Formal Level – If the grievant is dissatisfied with the response at the informal level, he/she and/or his/her designated Association representative shall within ten (10) working days present the grievance in writing to the immediate Supervisor. The written grievance shall contain:

- a. The nature of the grievance and the person, persons or Association filing the grievance.
- b. The appropriate date on which the alleged violation occurred.
- c. A description of the grievance, listing the specific provisions of the contract that are allegedly violated.
- d. The grievant's dissatisfaction with decisions previously rendered
- e. The specific redress requested. The Principal or immediate Supervisor shall make a decision and communicate the decision in writing within five (5) working days from the date he/she initially received the written grievance.

#### E. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered in writing within five (5) working days, he/she may file the grievance in writing with the Association writing ten (10) working days after receiving the written grievance. The Association may refer it to the Superintendent of Schools.

A hearing shall be held at this level before the Superintendent or his/her designee if requested by the grievant. This hearing will occur before a decision at this level is rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to the employee, the Principal and the Board.

## F. Level Three: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) working days, he/she may file the grievance in writing with the Association within five (5)

working days. Within ten (10) working days after receiving the written grievance, the Association may refer it to the Board of Education. The full Board shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

#### G. Level Four: Arbitration

If the aggrieved person in not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board of Education, he may, within five (5) working days after a decision by the Board of Education or within fifteen (15) working days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

Within ten (10) working days after such written notice of submission to arbitration, the Board of Education and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or, if the parties are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board of Education and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, twenty (20) days from the submission of the briefs. The arbitrator's decision shall be in writing and shall set forth his/her 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 violates the terms of the Agreement. The arbitrator can add nothing nor subtract anything from the Agreement between parties or any policy of the Board of Education. The decision of the arbitrator shall be submitted to the Board and the Association only and shall be final and binding on the parties.

The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

#### H. Right of Employees to Representation

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 an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure. The aggrieved person will bear all costs of representation.

No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Association or any of its officers or representatives against any party in interest, any representative or member of the Association, or any other employee by reason of his participation or nonparticipation in the grievance procedure.

#### Miscellaneous

Group Grievance – if, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the Administrator handling grievances at Level One of this procedure does not have the authority to resolve the grievance. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

If, in the judgment of the Association, a grievance arises out of an action taken by the Board of Administrator above the level of the immediate Supervisor, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the Administrator handling grievances at Level One of this procedure does not have the authority to resolve the grievance. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Separate Grievance File – all documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Association and the employee have the right to inspect this grievance file.

Meetings and Hearings – all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

Association Presence – the Association shall have the right to be present at all formal grievance levels even if the grievance was not filed through the Association.

Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. Failure to raise a grievance within the time limits herein shall be deemed to be an abandonment of the grievance.

The time limits set forth herein may be extended in writing by mutual agreement of the parties.

## 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 all arrivals departures, not by a colleague.
- 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 which require documented attendance.
  - 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.
- 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 of forty (40 minutes per day High School teachers (including Counselors and Child Study Team) will be required to work one forty minute duty period per day 3 days per week; 2 days per week for professional development. High School Teachers who are assigned as Department Chairs shall have no other assigned duties.

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.

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. Preparation time for Middle School Teachers shall be not less than 40 minutes per day, but not necessarily one per day.

- 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 maximum of two and one half hours a month before or 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. This does not include special events such as Back to School night, Parent Conferences and special meetings of the Superintendent.
  - 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
  - i. School social affairs
  - k. Grade level meetings
  - 1. A reasonable number of other activities planned by administration and/or teaching personnel
  - 2. Administrators will attempt to balance and equalize teacher assignments to the above activities and any other activities that may be planned, as practical based upon the number of meetings, skills, and backgrounds.
- E. Teachers shall have a duty-free lunch period at least as long as the students' lunch period, excepting in emergency situations, and not less than one-half (1/2) hour duration, within the confines of the building schedules.
- F. Teachers shall be permitted to leave their 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.
- M. Athletic Trainers work year shall begin on August 15<sup>th</sup> and end on June 15<sup>th</sup>. Athletic Trainers shall be paid an additional compensation as outlined in Schedule C, which amount shall be added to their base compensation for salary payment and pension purposes.

## 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 statue 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 1/200<sup>th</sup> of the annual salary for each additional day's absence, pursuant to NJSA 18A:30-1.
- 5. When absence on sick leave is three (3) 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 shall 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. 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.
- 8. 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.

## 9. 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.

## 10. Perfect Attendance

An employee that does not utilize any sick leave or personal days in a period shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) twice per school year. Periods shall be measured as September 1<sup>st</sup> to January 31<sup>st</sup> and February 1<sup>st</sup> to June 30<sup>th</sup>.

#### 11. 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 can be taken at any time without reason.
- 4. More than one consecutive personal day must have a reason and be approved by the Superintendent.
- 5. Personal days cannot be canceled without approval of Principal and BTEA President.
- 6. 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 31<sup>st</sup> prior to the school year for which the leave is to be granted. Requests for leaves by teachers shall be made by January 31<sup>st</sup> 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. The teacher's previous position, before Sabbatical Leave will be assured upon return from leave.
- 11. Official college transcripts and reports will be required to be submitted by teachers on leave.
- 12. 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  $1/200^{th}$  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 Teacher graduate courses and \$500 for approved Teacher Aide college courses, with a District wide cap of \$56,400 of which \$6,400 shall be allotted to Teacher Aides.
- 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.

## 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 medical insurance, dental insurance, and a prescription plan as follows:

Each employee electing coverage, will contribute in accordance with state law toward the cost of the insurance protection elected. This contribution shall be withheld from the respective employee's paycheck on a prorated basis.

The medical insurance plan to be offered shall be a point of service style medical plan but without needing referral to access specialists care or a point of service style medical plan, except as noted within this Article.

While the Board is a member of the State Educators Health Benefits Plan ("state plan") or similar state plan in place at the time, said plan coverage's/contributions/co-pays will be what is offered to employees and the rules and regulations of the State Health Benefits Plan shall apply, without exception. If, after participating in the State Health Benefits Plan, the Board elects to move out of said plan, coverage must be equal to or better than existing coverage and the plan must be submitted to the BTEA for review prior to implementation.

Any newly hired employees approved by the Board after August 1, 2012 will be eligible for single only coverage for medical, prescription and dental with the ability to purchase up to family coverage in addition to their required contribution until such time that the employee obtains tenure.

- 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 schedule of Pharmacy Co-payments for eligible medications is as follows:

For eligible medications obtained at a network retail pharmacy, members shall pay one full co-payment for each 30-day supply as follows:

2012-2013 (until ratification of contract)

Generic Medications: \$0/Preferred: \$15/Non Preferred: \$15

2012-2013 (upon ratification of contract)

Generic Medications: \$5/Preferred: \$20/Non Preferred: \$35

2013-2014

Generic Medications: \$5/Preferred: \$20/Non Preferred: \$35

2014-2015

Generic Medications: \$5/Preferred: \$20/Non Preferred: \$35

For eligible medications received through the network mail order service, members shall pay one full co-payment for each 90-day supply as follows:

2012-2013 (until ratification of contract)

Generic Medications: \$0/Preferred: \$15/Non Preferred: \$15

2012-2013 (upon ratification of contract)

Generic Medications: \$5/Preferred: \$30/Non Preferred: \$50

2013-2014

Generic Medications: \$5/Preferred: \$30/Non Preferred: \$50

2014-2015

Generic Medications: \$5/Preferred: \$30/Non Preferred: \$50

- F. The Board shall provide dental insurance plan options with varying levels of coverage that the employees may elect to enroll in. One plan shall be the Dental Option Plan in effect as of July 1, 2012. The Board may voluntarily opt to offer additional dental options at their discretion that must be equal to or better than the existing coverage.
- 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 10<sup>th</sup> and 30<sup>th</sup> for September and the 15<sup>th</sup> and 30<sup>th</sup> 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 1/200<sup>th</sup>. 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 guides (Teacher and Teacher Aide) from the 2011-2012 school year will be the salary guide utilized in the 2012-2013, 2013-2014, and 2014-2015 school year with the exception of step 20 of the Teacher guide, which will be increased by \$1,500.00 in 2013-2014 and another \$1,500.00 in 2014-2015, and step 8 and above of the Teacher Aide guide, which will increase by \$333.00 in 2012-2013, \$333.00 in 2013-2014 and \$333.00 in 2014-2015. Each employee shall advance one step of the guide during each year of the contract.

## 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 15<sup>th</sup> 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 and holidays shall be the same as that of the Teachers. The workday shall be six hours and fifty minutes with a total of sixty minutes of child-free time which shall include lunch.
- 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 or personal days in a period shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) for the period. Periods shall be measured as September 1<sup>st</sup> to January 31<sup>st</sup> and February 1<sup>st</sup> to June 30<sup>th</sup>.

#### 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

Personal days shall be granted in the same manner as that of Teachers in accordance with Article X, section B.

#### 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

The insurance protection offered shall be the same as for the teachers as contained in article XIII.

#### 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.
- 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 inseason 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

Fall Sports
 Winter Sports
 Spring Sports
 November 15<sup>th</sup>
 February 15<sup>th</sup>
 May 15<sup>th</sup>

#### 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

To the extent known, no later than May 15<sup>th</sup> 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. All vacancies shall be posted within 15 calendar days and remain open for a minimum of seven (7) working days.

All coaching vacancies that occur during a school year shall be posted in the same manner as all other vacancies, excepting emergency situations.

#### 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 15<sup>th</sup>.

#### 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

To the extent known, no later than May 15<sup>th</sup> 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. All vacancies shall be posted within 15 calendar days and be open a minimum of seven (7) working days.

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 statue 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.
- D. Employee ID badges, if needed, shall be replaced at the cost of the Board in September 2012 and every three years, or sooner if they become inoperable through normal wear and tear. Lost badges shall be replaced for a fee of \$10 that shall be borne by the employee.

#### **Article XX**

Duration of Agreement and Negotiation Procedures for a Successor Agreement

- A. 1. This Agreement shall be effective as of July 1, 2012, and remain in effect until June 30, 2015. 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

Bv:

|   | President                                    |
|---|--|
|   |  |
|   | Business Administrator/Board Secretary       |
|   |  |
|   |  |
|   |  |
|   |  |
| ] | FOR THE BRICK TOWNSHIP EDUCATION ASSOCIATION |
|   |  |
|   | President                                    |
|   |  |

## Vice President

Schedule A

| YEAR 1 | 2012-2013 | 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 |
| YEAR 2 | 2013-2014 | 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<br>17<br>18<br>19<br>20 | 72,786<br>76,351<br>79,197<br>82,103<br>86,510 | 74,111<br>77,676<br>80,522<br>83,428<br>87,835 | 75,261<br>78,826<br>81,672<br>84,578<br>88,985 | 76,961<br>80,526<br>83,372<br>86,278<br>90,685 | 77,761<br>81,326<br>84,172<br>87,078<br>91,485 |
|----------------------------|--|--|--|--|--|
| YEAR 3                     | 2014-2015                                      | 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                         | 88,010   | 89,335   | 90,485   | 92,185   | 92,985   |

### 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 that 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.

|                                    | <u>12-15</u> |
|------------------------------------|--------------|
| High School                        |              |
| Head Coaches, Athletic Trainers    | 8,625        |
| Assistant Coach                    | 5,733        |
| Bowling, Tennis, Golf              |              |
| Head Coaches                       | 6,242        |
| Assistant Coaches                  | 4,609        |
| Band:                              |              |
| Director                           | 8,625        |
| Assistant Director                 | 6,235        |
| Band Front Coordinator             | 7,682        |
| Assistant                          | 5,958        |
| Cheerleaders (2 separate sessions) |              |
| Head Coach                         | 4,382        |
| Assistant                          | 3,540        |
| Chorus Director                    | 5,958        |
| Strength and Conditioning Coach    | 4,445        |
| Middle School                      |              |
| All Head Coaches                   | 5,675        |
| All Assistant Coaches              | 4,009        |
| Cheerleading Coach (1 per school)  | 5,318        |
| Intramural (2 separate sessions)   | 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.

|  | <u>12-15</u> |
|--|--------------|
| High School                            |              |
| Newspaper Advisor                      | 4,609        |
| Dramatics                              |              |
| Director                               | 6,623        |
| Assistant Director                     | 3,784        |
| Yearbook                               |              |
| Advisor                                | 6,623        |
| Assistant Advisor                      | 3,784        |
| Student Council                        | 4,262        |
| Student Literary Magazine              | 2,830        |
| Forensics Advisor                      | 2,830        |
| Chess Team Advisor                     | 2,830        |
| H.O.S.A. Advisor                       | 3,540        |
| Math Team Advisor                      | 1,805        |
| Honor Society Advisor                  | 3,315        |
| Photography Advisor                    | 1,535        |
| Key Club Advisor                       | 1,416        |
| Poetry/Art Advisor                     | 1,416        |
| FBLA                                   | 1,535        |
| Interact                               | 1,416        |
| Multicultural Club Advisor             | 1,416        |
| Environmental Club Advisor (S.W.E.E.P) | 1,416        |
| Future Educators of America Advisor    | 1,416        |
| Dance Team                             | 3,639        |
| PALS Club                              | 3,639        |
| Class Advisors                         |              |
| 9 <sup>th</sup> Grade                  | 2,360        |
| 10 <sup>th</sup> Grade                 | 2,830        |
| 11 <sup>th</sup> Grade                 | 3,429        |
| 12 <sup>th</sup> Grade                 | 4,141        |

# Schedule D Extra-Curricular Compensation-Non-Athletic

|                                   | <u>12-15</u> |
|-----------------------------------|--------------|
| Middle School                     |              |
| Student Council Advisor           | 4,262        |
| Student Store Advisor             | 2,830        |
| Newspaper Advisor                 | 2,830        |
| Yearbook Advisor                  | 3,316        |
| Builders Club Advisor             | 1,416        |
| Math Club Advisor                 | 1,416        |
| Band Director                     | 1,416        |
| Jr. National Honor Society        | 1,416        |
| M.S. Spirit Club                  | 1,416        |
| Interact                          | 1,416        |
| Chaperone Coordinator             | 1,416        |
| Elementary School                 |              |
| Elementary Early Act Club Advisor | 1,416        |
| Elementary School Club            | 1,000        |

# Schedule E Other Salaries

|    |  | <u>12-15</u>                                 |
|----|--|--|
| A. | Bedside and Supplemental<br>Instruction (per hour)   | 47   |
| B. | Department Heads   | 1,601  |
| C. | Curriculum and Staff Development (Days other than when school is in session)   | 105  |
|    | Preparation for Presenting (per workshop)  | 189  |
| D. | Webmasters/Sysops High School/Middle School (or choice of using duty)  | 972  |
|    | Elementary School  | 972  |
| E  | Middle School House/Unit Leader  | 727  |
| F. | Summer Programs (hourly rate) Extended School Year Teacher Extended School Year Teacher Aide Camp Beadleston Teacher Camp Beadleston Teacher Aide Guidance Counselors Student Assistance Counselors Child Study Team Members Teachers for CST Meetings Jump Start/ELL Technology Teacher | 49<br>19<br>49<br>19<br>49<br>49<br>49<br>49 |
| G. | Non-Instructional Rate (per hour)  | 27   |
| Н. | Teacher Aide Class Coverage (per hour)   | 20   |

DATES OF PAYMENTS FOR SUPPLEMEMETAL, BEDSIDE, AND DETENTION shall be paid in the second paycheck in the month following their service provided all documentation is received from the employee on time and is submitted no later than 2 weeks after service is rendered.

Schedule F Teacher Aides Salary Guide

| YEAR 1 | 2012-2013 Salary     | Guide         |               |               |
|--------|----------------------|---------------|---------------|---------------|
| Step   | <b>Teacher Aides</b> | <b>30 CEU</b> | <b>60 CEU</b> | <b>90 CEU</b> |
| 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      | 26,323               | 26,473        | 26,623        | 26,773        |
| A      | 27,349               | 27,499        | 27,649        | 27,799        |
| В      | 30,044               | 30,194        | 30,344        | 30,494        |
| C      | 32,850               | 33,000        | 33,150        | 33,300        |
| D      | 34,718               | 34,868        | 35,018        | 35,168        |
| E      | 37,395               | 37,545        | 37,695        | 37,845        |
| YEAR 2 | 2013-2014 Salary     | Guide         |               |               |
| Step   | <b>Teacher Aides</b> | <b>30 CEU</b> | <b>60 CEU</b> | <b>90 CEU</b> |
| 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      | 26,656               | 26,806        | 26,956        | 27,106        |
| A      | 27,682               | 27,832        | 27,982        | 28,132        |
| В      | 30,377               | 30,527        | 30,677        | 30,827        |
| C      | 33,183               | 33,333        | 33,483        | 33,633        |
| D      | 35,051               | 35,201        | 35,351        | 35,501        |
| E      | 37,728               | 37,878        | 38,028        | 38,178        |
| YEAR 3 | 2014-2015 Salary     | Guide         |               |               |
| Step   | <b>Teacher Aides</b> | <b>30 CEU</b> | <b>60 CEU</b> | <b>90 CEU</b> |
| 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 | 26,989 | 27,139 | 27,289 | 27,439 |
| A | 28,015 | 28,165 | 28,315 | 28,465 |
| В | 30,710 | 30,860 | 31,010 | 31,160 |
| C | 33,516 | 33,666 | 33,816 | 33,966 |
| D | 35,384 | 35,534 | 35,684 | 35,834 |
| E | 38,061 | 38,211 | 38,361 | 38,511 |

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.

### 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               | <br> |  |
| 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.