

**AGREEMENT**

**between**

**THE BRICK TOWNSHIP BOARD OF EDUCATION**

**and**

**THE BRICK TOWNSHIP EDUCATION ASSOCIATION**

**2018-2021**

## **PREAMBLE**

This Agreement entered into this first day of July 2018 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. Athletic Trainers
  8. Attendance Officer
  9. Instructional Coach's (Non-Supervisory)
  10. Teacher Aides (Classroom Paraprofessionals)
  11. 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 1-9 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:

- The date of the occurrence giving rise to the grievance
- The date the grievance is filed
- The nature of the grievance
- The specific provisions of the contract or specific board policies allegedly violated
- The remedy being sought
- Require all documents supporting grievance to be attached

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 within 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 ten (10) 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 submission shall include all written documents and supporting information previously submitted at the lower level of the grievance procedure to the Superintendent. 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 is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) calendar 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 or 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.

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

### **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. Preparation time for Elementary Teachers shall be not less than a 40-minute period five times per week, but not necessarily one per day.
6. High School Teachers, in a block 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 cannot be assigned to teach three consecutive block classes (240 minutes).

A fourth teaching block may be assigned at the discretion of the Board of Education provided that the number of four (4) teaching assignments as described herein shall not exceed two (2) in any one department and the teacher assigned is relieved of all non-teaching duties.

High School Teachers who volunteer to teach a fourth block will be compensated \$5,000 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.

7. Preparation time for Middle School Teachers shall be not less than 40 minutes per day, but not necessarily one per day.
8. 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.
9. 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 and/or superintendent
    - a. Professional meetings
    - b. Conferences with teachers, administrators, and Parents
    - c. Participation in curriculum planning and activities
    - d. Committee assignments to improve educational programs at the building and District levels.
    - e. Commencement, Baccalaureate, and Honors Night
    - f. Research development and evaluation of program
    - g. College and Career Night
    - h. PTA meetings. The Board agrees that it should make every effort to make these meetings more meaningful
    - i. Back-to-School Night
    - j. School social affairs
    - k. Grade level meetings
    - l. A reasonable number of other activities planned by administration and/or teaching personnel

2. Administrators will attempt to balance and equalize teacher assignments to the above activities and any other activities that may be planned, as practical based upon the number of meetings, skills, and backgrounds.
- E. Teachers shall have a duty-free lunch period at least as long as the students' lunch period, excepting in emergency situations, and not less than one-half (1/2) hour duration, within the confines of the building schedules.
- F. Teachers shall be permitted to leave their building during their duty-free lunch periods. Teachers shall be required to check in and check out.
- G. The principal shall retain teachers after school closing in cases of emergency and teachers shall be expected to remain on duty as long as needed in such events.
- H. It is understood that the teacher's work day will vary among schools, depending upon school program, schedule, and session.
- I. The in-school work year of classroom-teachers employed on a ten-month basis shall be in accord with the number of teacher days as set forth in the official school calendar.
- J. It is understood that the work hours described in B.1., B.2., and B.3. above do not apply to the following personnel: Guidance Counselors and Special Services.

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 statute governing the same then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.
- C. 1. Webmasters/Computer System Operators (SysOps) at the Elementary level shall be compensated as per Schedule E. Category D. High School or Middle School Webmasters/SysOps may receive a duty free period or the stipend as per Schedule E. Category D. This shall be at the option of the Webmaster/ SysOp to be selected prior to June 30 of the previous year. If the Webmaster/SysOp elects to receive the stipend, all performance responsibilities must be completed before or after school, except in the event 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 May 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.
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 receiving 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  
Promotion**

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 five (5) school days before such date when applications must be submitted. Posting may be less than five (5) 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 within the time limit specified in the notice.
2. 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.
3. 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 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.
- B. 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. If a half sick day is taken, a doctor's note is required.
- C. 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.
- D. 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.

- E. 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.
- F. 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 by Principal, shall result in loss of pay for the day(s) absent pursuant to NJSA 18A:30-4.
- G. 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), as per Public Law 2010 Ch.3.

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 Board approved for retirement at least 6 months prior to retirement date will receive an additional \$2,000 for unused sick leave if said teacher has 150 or more accumulated sick days on the date of retirement.

#### H. 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 30 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. A committee shall review and approve/disapprove each application for the utilization of banked days. 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 Human Resources Manager

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.

#### I. 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.

#### J. 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 Building Principal. Unused personal days will accumulate as sick days at the end of each school year for teachers. If a half personal day is taken, five-day prior approval must be granted by the building principal.
2. Requests for personal days must be submitted five (5) days in advance
3. Requests for leave when the purpose is for pleasure or vacation shall be denied.
4. Teachers are not to arrange vacations which fall when school is in session.
5. More than one consecutive personal day must have a reason and be approved by the Superintendent.
6. Personal days cannot be canceled without reporting said change to the Human Resources Manager with at least 48 hours' notice.
7. Personal days are not to be taken before or after a school break/holiday, unless in the case of an emergency, and with the approval of the superintendent.

#### K. 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.

#### L. 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.

#### M. MATERNITY LEAVE

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.

#### N. SABBATICAL LEAVE

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

1. Any fully certified teacher who has given continuous service in the Brick Township Public Schools for a period of not less than seven (7) years, may apply for a Sabbatical Leave of absence for the purpose of study and/or research.
2. Study or research programs may be at the initiation of the Board of Education, the Superintendent of Schools, or the individual applicant. Programs initiated by either the Board of Education or the Superintendent of Schools shall be posted no later than January 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.

O. MILITARY LEAVE

Leave for military purposes shall be in accordance with the applicable Statutes:

- Training for military reserve: N.J.S.A. 38:23-1
- Leave for war emergency or draft: N.J.S.A. 38:23-4
- Leave of militia: N.J.S.A. 38A:4-4

P. ATTENDANCE AT NJEA CONVENTION

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

Q. COMPUTATIONS OF SALARY DEDUCTIONS

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

- R. 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**

**TUITION REIMBURSEMENT**

1. The maximum annual reimbursement shall be \$1,200 for approved Teacher graduate courses and \$700 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, all of which are subject to the following conditions:

During the life of the successor collective bargaining agreement, (July 1, 2018 to June 30, 2021), each employee electing coverage shall contribute in accordance with Tier 4 requirements as set forth in P.L.2011, Chapter 78. This contribution shall be withheld from the respective employee's paycheck on a prorated basis. If the contribution requirements of P.L.2011, Chapter 78 change during the life of the successor collective bargaining agreement, and if those changes require the Board to amend the contribution levels from Tier 4 during the life of the successor collective bargaining agreement, the Board will comply with the applicable law as amended. Otherwise, Tier 4 contributions will be in effect for the life of the successor collective bargaining agreement.

Effective upon ratification, the medical insurance plan offered is the Direct 20 Plan as offered by Horizon Blue Cross/Blue Shield with all requirements of that Direct 20 Plan. The Board may offer other less costly plans for employees to select from provided the Direct 20 Plan is maintained and offered.

The Board has the option of enrolling in the State Educators Health Benefits Plan ("State Plan") during the life of the successor collective bargaining agreement.

If the State Plan is elected, the coverage offered to and provided eligible members shall be in compliance with the rules and regulations of the State Plan. If the Board chooses to move to the State Plan or another insurance carrier, coverage must be equal to or better than the existing Direct 20 coverage. Any new insurance plan must be submitted to the BTEA for review prior to implementation.

All employees hired and approved by the Board between August 1, 2012 and June 30, 2015 (unless previously provided other coverage through a settlement agreement), shall be eligible for single only coverage for medical, prescription, and dental coverage with the ability to purchase up to family coverage in addition to their required contribution. All employees hired and approved by the Board between August 1, 2012 and June 30, 2015 shall be eligible to receive family coverage only after meeting the necessary timeline requirements to obtain tenure in the District. Note: For all employees hired and approved by the Board between August 1, 2012 and June 30, 2015, those employees do not have to obtain statutory tenure in order to be eligible to receive family coverage. Rather, all employees hired between that time must meet the employment timelines established in the tenure law in order to be eligible to receive family coverage.

Employees hired and Board approved after July 1, 2015 shall be provided with single only coverage for medical, prescription, and dental insurance with the ability to purchase up to family coverage in addition to their required contribution. Employees hired and Board approved after July 1, 2015, except for teacher aides, shall be eligible to receive family coverage only after meeting the necessary timeline requirements to obtain tenure in the District.

- B. The Board reserves the right to select the appropriate insurance carrier(s).
- C. All insurance plans mentioned in this Article shall be continued by the Board while utilizing FMLA/NJFLA in accordance with X.11.
- D. 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:

Effective July 1, 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:

Effective July 1, 2015, Generic Medications: \$5/Preferred: \$30/Non Preferred:\$50

**Note:** Utilization Management (“UM”) is applicable to all eligible medications for prescription.

- E. 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.
- F. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.
- G. Upon the permanent separation from employment of any employee who has been covered under the Board’s health-care plans, any payments which had been provided on the employee’s behalf by the Board shall cease immediately following the employee’s last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation consistent with his/her rights, if any, under law.
- H. As employee on a short term leave of absence may continue participation in the medical, prescription and dental care insurance plans. The Board of Education will cover group health benefits of four (4) days per instance, not to exceed six (6) days per school year. For any additional time taken, the employee may purchase the benefits from the Board of Education.



**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.
- 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. a. Effective July 1, 2018, the base salaries of the Association, shall be increased by 3.0%.
  - b. Effective July 1, 2019, the base salaries of the Association shall be increased by 3.3%.
  - c. Effective July 1, 2020, the base salaries of the Association shall be increased by 3.3%.
  - d. The above increases are inclusive of increment, and retroactive to the date(s) referenced above, when applicable.
  - e. Salary Guides are to be mutually developed and agreed upon by both parties.
- J. Teachers may elect to have 10% of their salary forwarded to an approved banking institution of their choice for summer pay.

**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. If a half sick day is taken, a doctor's note is required.
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 Board approved for retirement at least 6 months prior to retirement date will receive an additional \$1,000 for unused sick leave if said teacher aide has 150 or more accumulated sick days on the date of retirement.
4. 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

A teacher's aide shall be granted three (3) personal days for each school year.

#### 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.

#### J. SALARIES

The salaries for the 2018-2019, 2019-2020, and 2020-2021 are set forth in Schedule "F"

## **Article XVII Coaches**

- A. 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 Athletic Director. It is understood that all in-season coaches shall have the right of first refusal when scheduling a practice, exhibition, or game at the team's home school. It is further understood that said scheduling must be coordinated with the in- season coaches, except in cases of emergency, under the direction of the Athletic Director.
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.
3. Employment priority shall be given to in-district, certified teaching staff.
4. Administrators shall not be permitted to coach or volunteer in-district.

#### D. DATES OF PAYMENTS OF COACHES SALARIES

- |                  |                           |
|------------------|---------------------------|
| 1. Fall Sports   | November 15 <sup>th</sup> |
| 2. Winter Sports | February 15 <sup>th</sup> |
| 3. Spring Sports | May 15 <sup>th</sup>      |

#### E. COACHES SALARIES

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

#### F. COACHING ASSIGNMENTS

No coach shall be precluded from accepting or applying for more than one (1) coaching Assignment, during the school year, but not during the same season.

#### G. COACHING VACANCIES

To the extent known, no later than 45 calendar days before the start of the season 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 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 evaluated annually by the Athletic Director to measure their performance in their specific sport. The evaluation shall be written and a signed copy shall be placed in his/her personnel file.

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. If the summative evaluation is unsatisfactory, the coach may not be renewed for the following year.
3. No coach shall drive students.

**Article XVIII**  
**Protection for Advisors**

- A. 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**

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 Building Principal.

**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. Only positions approved in Schedule D shall be paid.
3. Employment priority shall be given to in-district certified teaching staff.
4. Administrators shall not be permitted to be an advisor in-district.

**D. PAY DATES**

Advisors' salaries shall be paid half on January 15<sup>th</sup> pay period and half with the last paycheck.

**E. ADVISORS SALARIES**

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

**F. ADVISORS ASSIGNMENTS**

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 the last day of school,, 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 advising vacancies that occur during a school year shall be posted in the same manner as all other vacancies, excepting emergency situations.

## H. ADVISORS DEVELOPMENT AND IMPROVEMENT

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

## I. ADVISORS EVALUATION

1. All advisors shall be evaluated annually by the appropriate supervisor to measure their performance in their specific club/extracurricular activity. The evaluation shall be written and a signed copy shall be placed in his/her personnel file.
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. If the summative evaluation is unsatisfactory, the advisor may not be renewed for the following year.
3. No Advisor shall drive students.

### **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 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**

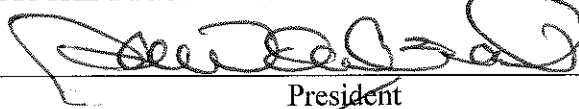
### Duration of Agreement and Negotiation Procedures for a Successor Agreement

- A. 1. This Agreement shall be effective as of July 1, 2018, and remain in effect until June 30, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 2. Negotiations for a successor Agreement shall be in accordance with PERC rules and regulations.
  - a. The Board shall make available to the Association for inspection pertinent records, data, and information concerning the Brick Township School District.
  - b. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
  - c. At the initial negotiations meeting, insofar as possible, a deadline date shall be established for Agreement and Adoption, representatives for each party shall be designated at that time. All meetings shall be regularly scheduled at a time when the teacher representatives are free from instructional responsibilities, unless otherwise agreed upon.

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

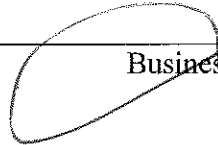
FOR THE BRICK TOWNSHIP BOARD OF EDUCATION

By:



President

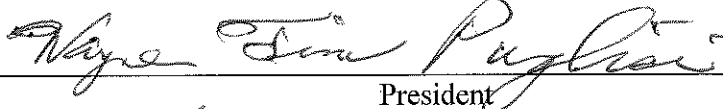
By:



Business Administrator/Board Secretary

FOR THE BRICK TOWNSHIP EDUCATION ASSOCIATION

By:



President

By:



Vice President

**SCHEDULE A**

**YEAR 1  
2018-19**

***Brick Teachers***

**Salary  
Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>PHD</b>
<b>1-2</b>	52,360	53,175	54,175	55,275	57,335
<b>3</b>	52,860	53,675	54,675	55,775	57,835
<b>4</b>	53,360	54,175	55,175	56,275	58,335
<b>5</b>	53,860	54,666	55,675	56,775	58,835
<b>6</b>	54,360	55,175	56,175	57,275	59,335
<b>7</b>	55,460	56,275	57,275	58,375	60,435
<b>8</b>	56,660	57,475	58,475	59,575	61,635
<b>9</b>	58,160	59,160	60,160	61,260	63,135
<b>10</b>	60,260	61,260	62,260	63,360	65,235
<b>11</b>	62,260	63,260	64,260	65,360	67,235
<b>12</b>	64,460	65,460	66,460	67,560	69,435
<b>13</b>	66,460	67,450	68,150	69,450	71,435
<b>14</b>	68,460	69,450	70,150	71,450	73,435
<b>14A</b>	70,160	71,150	71,850	73,150	75,135
<b>15</b>	71,460	72,450	73,150	74,450	76,435
<b>16</b>	74,110	75,435	76,585	78,285	79,085
<b>17</b>	77,010	78,335	79,485	81,185	81,985
<b>18</b>	80,210	81,535	82,685	84,385	85,185
<b>19</b>	83,610	84,935	86,085	87,785	88,585
<b>20</b>	87,010	88,335	89,485	91,185	91,985
<b>21</b>	90,510	91,835	92,985	94,685	95,485
<b>22</b>	92,010	93,335	94,485	96,185	96,985

**YEAR 2  
2019-20**

**Brick Teachers**

**Salary  
Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>PHD</b>
<b>1</b>	52,535	53,350	54,350	55,450	57,510
<b>2-3</b>	53,035	53,850	54,850	55,950	58,010
<b>4</b>	53,535	54,350	55,350	56,450	58,510
<b>5</b>	54,035	54,841	55,850	56,950	59,010
<b>6</b>	54,535	55,350	56,350	57,450	59,510
<b>7</b>	55,635	56,450	57,450	58,550	60,610
<b>8</b>	56,835	57,650	58,650	59,750	61,810
<b>9</b>	58,435	59,435	60,435	61,535	63,410
<b>10</b>	60,435	61,435	62,435	63,535	65,410
<b>11</b>	62,435	63,435	64,435	65,535	67,410
<b>12</b>	64,535	65,535	66,535	67,635	69,510
<b>13</b>	66,535	67,525	68,225	69,525	71,510
<b>14</b>	68,535	69,525	70,225	71,525	73,510
<b>14A</b>	70,435	71,425	72,125	73,425	75,410
<b>15</b>	72,235	73,225	73,925	75,225	77,210
<b>16</b>	74,835	76,160	77,310	79,010	79,810
<b>17</b>	77,735	79,060	80,210	81,910	82,710
<b>18</b>	80,835	82,160	83,310	85,010	85,810
<b>19</b>	84,035	85,360	86,510	88,210	89,010
<b>20</b>	87,235	88,560	89,710	91,410	92,210
<b>21</b>	90,510	91,835	92,985	94,685	95,485
<b>22</b>	93,010	94,335	95,485	97,185	97,985

**YEAR 3  
2020-21**

**Brick Teachers**

**Salary  
Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>PHD</b>
1-2	53,360	54,175	55,175	56,275	58,335
3-4	53,860	54,675	55,675	56,775	58,835
5	54,360	55,166	56,175	57,275	59,335
6	54,860	55,675	56,675	57,775	59,835
7	55,960	56,775	57,775	58,875	60,935
8	57,160	57,975	58,975	60,075	62,135
9	58,760	59,760	60,760	61,860	63,735
10	60,610	61,610	62,610	63,710	65,585
11	62,610	63,610	64,610	65,710	67,585
12	64,610	65,610	66,610	67,710	69,585
13	66,610	67,600	68,300	69,600	71,585
14	68,610	69,600	70,300	71,600	73,585
14A	70,610	71,600	72,300	73,600	75,585
15	72,610	73,600	74,300	75,600	77,585
16	75,210	76,535	77,685	79,385	80,185
17	78,110	79,435	80,585	82,285	83,085
18	81,210	82,535	83,685	85,385	86,185
19	84,410	85,735	86,885	88,585	89,385
20	87,610	88,935	90,085	91,785	92,585
21	90,810	92,135	93,285	94,985	95,785
22	94,010	95,335	96,485	98,185	98,985

**SCHEDULE B SALARY  
GUIDE POLICY**

**A. EXPERIENCE QUALIFICATIONS**

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

B. SALARY GUIDE QUALIFICATIONS

1. Teachers employed on ten (10) month contracts shall be placed on the appropriate salary guide at the beginning of each contract year (September 1).
2. Teachers going on Board-approved leaves of absence or returning therefrom, who are actively employed one hundred (100) days or more in the school year in which they were on said approved leaves, shall be awarded the increment for a full year of service. All weekdays, between September 1st and June 30th, whether school is in or out of session, shall be included when calculating the one hundred (100) days.

See Article XII 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 2. 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. Any assistant coaching position that is to be split between two 'co-coaches' shall have the stipend divided equally between the two coaches. Co-coaches must be board-approved at the same time.

	<u>18-21</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>18-21</u>
<b>High School</b>	
Newspaper	4,609
Dramatics	
Director	6,623
Assistant Director	3,784
Yearbook	
Advisor	6,623
Assistant Advisor	3,784
Student Council	4,262
Literary Magazine	2,830
Chess	2,830
Math Team	1,805
National Honor Society	3,315
Key Club	1,416
Poetry/Art Advisor	1,416
Rotary Interact	1,416
Dance Team	3,639
PALS Club	3,639
9 <sup>th</sup> Grade	2,360
Advisor	
10 <sup>th</sup> Grade Advisor	2,830
11 <sup>th</sup> Grade Advisor	3,429
12 <sup>th</sup> Grade Advisor	4,141

**Schedule D**  
**Extra-Curricular Compensation-Non-Athletic**

	<u>18-21</u>
<b>Middle School</b>	
Student Council Unit Leader	4,262
Newspaper	2,830
Yearbook	3,316
Math Club	1,416
Band	1,416
Jr. National Honor Society	1,416
Rotary Interact	1,416
<b>Elementary School</b>	
Elementary Early Act Club Advisor	1,416
Elementary School Club (Elementary School	1,000
Discretionary \$1,000 club stipend must be determined prior to September 30 <sup>th</sup> and advisors must be board-approved.	

**Schedule E Other Salaries**

**18-21**

A.	Bedside and Supplemental Instruction (per hour)	47
B.	Guidance Coordinators	3,000
C.	Curriculum and Staff Development (Days other than when school is in session)	105
	Preparation for Presenting (per workshop)	189
	Presenting	49
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	49
	Extended School Year Teacher Aide	19
	Camp Beadleston Teacher	49
	Camp Beadleston Teacher Aide	19
	Guidance Counselors	49
	Student Assistance Counselors	49
	Child Study Team Members	62
	Teachers for CST Meetings	49
	Jump Start/ELL	49
	Technology Teacher	49
G.	Non-Instructional Rate (per hour)	27
H.	Teacher Aide Class Coverage (per hour)	20
	Teacher Class Coverage (per hour)	47
I.	Head Nurse	\$3,000 per year

DATES OF PAYMENTS FOR SUPPLEMENTAL, 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.

J. EXTENDED SCHOOL DAY 49

## SCHEDULE F

### YEAR 1

2018-19 *Brick  
Paras*

Salary Guide Step	Aides	30 CEU	60 CEU	90 CEU
1	25,259	25,409	25,559	25,709
2	25,559	25,709	25,859	26,009
3	25,859	26,009	26,159	26,309
4	26,159	26,309	26,459	26,609
5	26,559	26,709	26,859	27,009
6	26,959	27,109	27,259	27,409
7	27,559	27,709	27,859	28,009
8	29,239	29,389	29,539	29,689
A	30,265	30,415	30,565	30,715
B	32,960	33,110	33,260	33,410
C	35,766	35,916	36,066	36,216
D	37,634	37,784	37,934	38,084
E	40,311	40,461	40,611	40,761

**YEAR 2**

**2019-20**      *Brick  
Paras*

<b>Salary Guide Step</b>	<b>Aides</b>	<b>30 CEU</b>	<b>60 CEU</b>	<b>90 CEU</b>
1	26,364	26,514	26,664	26,814
2	26,664	26,814	26,964	27,114
3	26,964	27,114	27,264	27,414
4	27,264	27,414	27,564	27,714
5	27,664	27,814	27,964	28,114
6	28,064	28,214	28,364	28,514
7	28,664	28,814	28,964	29,114
8	29,989	30,139	30,289	30,439
A	31,015	31,165	31,315	31,465
B	33,710	33,860	34,010	34,160
C	36,516	36,666	36,816	36,966
D	38,384	38,534	38,684	38,834
E	41,061	41,211	41,361	41,511

**YEAR 3**

**2020-21**      *Brick  
Paras*

<b>Salary Guide Step</b>	<b>Aides</b>	<b>30 CEU</b>	<b>60 CEU</b>	<b>90 CEU</b>
1	27,374	27,524	27,674	27,824
2	27,674	27,824	27,974	28,124
3	27,974	28,124	28,274	28,424
4	28,274	28,424	28,574	28,724
5	28,674	28,824	28,974	29,124
6	29,074	29,224	29,374	29,524
7	29,674	29,824	29,974	30,124
8	30,814	30,964	31,114	31,264
A	31,840	31,990	32,140	32,290
B	34,535	34,685	34,835	34,985
C	37,341	37,491	37,641	37,791
D	39,209	39,359	39,509	39,659
E	41,886	42,036	42,186	42,336

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.
- G. According to New Jersey State Statute, the Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.

**AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

School Building \_\_\_\_\_

District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_

Board of Education \_\_\_\_\_

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

