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All employees of Brookfield Schools who are not covered by the Federation Collective Bargaining Agreement are AT-WILL employees. The law requires Brookfield Schools’ to inform the employee that Brookfield Schools may terminate your employment at any time, with or without notice or cause. This is true regardless of what is stated elsewhere in this manual or in other writing given to you by Brookfield Schools. Likewise, you may resign your position at any time, with or without cause, with the understanding that you must provide Brookfield Schools with 60-days written notice as per N.J.S.A. 18A:28-8.

This manual contains no guarantees of any kind and Brookfield Schools can, on its own, change or discontinue any policy in this manual or other writing, or change any working conditions without having to consult anyone and without anyone’s agreement.

No one other than the Executive Director/Superintendent of Brookfield Schools can enter into any agreement with the employee that is contrary to this statement, employment relationship, and if any contrary agreement is made it must be in writing and signed by the Executive Director/Superintendent.

This is Brookfield Schools’ current staff policy manual. All prior manuals, policies and procedures are void.

A copy of this staff manual is issued to you as an employee. The manual, however, remains the property of Brookfield Schools and is to be returned at the termination of employment.
BROOKFIELD SCHOOLS MISSION STATEMENT

The mission of Brookfield Schools is to provide trauma sensitive, informed, and focused educational and therapeutic programming for students with special emotional and behavioral needs that will put them on the pathway to becoming productive contributors in society.

EDUCATIONAL BELIEFS - Proposed as the school’s fundamental convictions, values & character:

WE BELIEVE:

- Good communication enhances our common work goals
- The behaviors that we demonstrate serve as role models for our students
- That we will all need to feel loved and valued in order to grow
- That involvement of all people is essential to maximum success of a community
- That diversity provides an opportunity to strengthen and enrich society
- That a physically & emotionally safe environment is essential to the overall quality of life
- That our students are individuals with unique strengths, abilities and needs
- That all people are born with inherent value, and, therefore deserve fair treatment, respect and dignity
- That the focus of our time at work should be our work
- That it is everyone’s responsibility to nurture and respect the children
- That the well-being of society is dependent upon the honesty and integrity of its people
- That lifelong learning is necessary in a changing world
- That people have the freedom to practice their beliefs as long as they act in a responsible manner
EMPLOYMENT

1. Where applicable, all personnel must comply with standards for certification set forth by the State Department of Education of New Jersey.

2. All personnel must present transcripts, certification credentials, records of previous experience, and any additional data pertinent to qualification for employment. This information will be kept on file. Updating of this file is the responsibility of the employment.

3. At the time of hiring or re-contracting all certificated personnel will be subject to the applicable salary schedule according to their documented qualifications and experience.

4. All personnel must update a medical form annually certifying that said employee is able to perform the essential functions of his/her position with or without a reasonable accommodation. New employees are required to have a physical completed as part of their employment.

5. All newly employed personnel must have a Mantoux Skin Test for TB. Any new employee with documented Mantoux Skin Test administered within the previous six months of employment does not have to be retested if they provide documentation of the Mantoux Skin Test from that school, regardless of when it was given.

6. The Administrative Staff will hire contracted personnel with the approval of the Board of Trustees for all positions except the position of Executive Director/Superintendent.

7. There shall be no discrimination in employment because of race, creed, sex, national origin, age, religion, color, handicap, disability, sexual orientation, marital status, veteran status or other legally protected classifications.

8. Ten-month employees will be paid in 20 equal installments on the 15th and 30th of each month. Eleven and twelve-month employees will be paid in 24 equal installments.

9. A full-time employee is any employee regularly scheduled to work 30 hours per week or more. Part-time employees are those regularly scheduled to work less than 30 hours per week. Twelve-month employees will work 35 hours per week, excluding a ½ hour paid lunch break.

EMPLOYMENT INFORMATION

1. Upon the request of a current or former employee, the school will provide to a prospective employer or other third party the following information:
a. Starting date of employment  
b. Position held  
c. If applicable, ending date of employment

2. Upon written request of a current or former employee, the employee’s Annual Performance Evaluation from the previous twelve month period will be made available to a prospective employer or other designated third party.

3. There shall be one official personnel file (excluding medical records) for each employee that shall be maintained in the HR Coordinator’s Office. This file shall include, but is not limited to, resumes, transcripts, letters of reference, and supervisory observations.

4. The school will treat all personnel files confidentially. An employee shall have the right to inspect his/her personnel file at reasonable times during the regular business hours of the school and to respond in writing to any item in the file. Such responses are to be made part of the file. A representative of his/her choice may accompany the employee when reviewing his/her file. The employee has the right to make a copy of any item in his/her personnel file.

5. Whenever any formal written discipline or record of counseling is placed in the employee’s personnel file, the employee she be made aware of this decision and shall be given an opportunity to attach written comments.

6. Whenever a letter or note by a student, parent, or other third party is to be placed in a personnel file, the staff member shall be made aware of said letter or note and shall be afforded the opportunity to attach written comments.

7. Each staff member shall be afforded the right to request insertion of letters, notes or newspaper reports that reflect upon the ability and achievements of the staff member. Request for such inclusion shall not be arbitrarily denied.

**EMPLOYEE CODE OF ETHICS – EDUCATIONAL STAFF**

Professional ethics for teachers, paraprofessional, therapists, administration and educational support staff means the knowledge about and the performance in accordance with, the moral standards of the profession. Some of the standards of the profession as well as the minimal standards are attached. These standards are not necessarily inclusive, but the maintaining of these standards certainly contributes to the practice of professional ethics. Examples may include:

- Respecting confidentiality of pupil records
- Respecting confidentiality of personal records
- Avoiding favoritism or the appearance or favoritism
• Avoiding any type of harassment toward pupils or staff, for example, avoid using any words or actions that may be threatening, objectionable, or unambiguously detrimental to a pupil or staff member.
• Avoid the appearance of harassment (sexual or otherwise)
• Not representing oneself as presenting the school’s viewpoint unless specifically empowered to do so; for example, giving out any information about pupils or staff to the public as if it is the school position when it is a personal position is unethical.
• Exercising the legal and moral duty of care by appropriate supervision of pupils in one’s care as well as pupils in general; for example, not to be in one’s assigned place on time or leaving the class or group of students unsupervised is evidence of serious misconduct.
• Not accepting arrangements within a class that compromise professional integrity; examples of compromising professional integrity are: not providing administration with information about pupil performance/problem behavior on a regular and timely basis, or not maintaining management of classroom learning progress, that is, achievement management and time on task management:
•
  1. Not establishing professional personal boundaries between staff and pupil(s) that is, using words or engaging in actions that unambiguously detrimental to a pupil or violates our “duty of care” towards a pupil(s)
• Maintaining a professional attitude as evidence of professional ethics. Some obligations of the profession are as follows:
  1. Report to work as scheduled and adhere to your assigned schedules as directed by administration.
  2. Teachers, paraprofessionals, therapists, administration and educational support staff should:
     a. Constantly set a high value on the well-being of each pupil and pupils in general.
     b. Set a high value on successful, sustained and valuable learning by each and every pupil.
     c. Exhibit a positive attitude towards teaching and therapy as a vocation. A positive attitude in incompatible with unremitting and unconstructive denigration of teaching, therapy, other teachers, staff and management, particularly where it can have a serious effect on the morale of others; particularly when it is done in collusion with others; particularly if it is unaccompanied by effort at improving matters, that, cooperative problem solving.
     d. Be able to accept appropriate criticism constructively.
     e. Solicit evaluation of various aspects of their job performance.
     f. Be able to objectively evaluate self and set personal goals for professional improvement.
     g. Be helpful to parents by appropriate communications and reports.
     h. Be helpful to colleagues.
i. Be helpful to administration with respect to legitimate requests and cooperative projects.

j. Deal with each other in a courteous fashion, respecting your peers’ right to express their views insofar as doing so does not infringe on the rights of others to do so.

k. Constantly aim to act so as to provide a role model daily to peers and pupils by demonstrating growth in one’s profession, or para-profession.

l. Avoid prejudices related to race, religion, age, gender, and political affiliation.

m. Must be punctual and conscientious in performance and duties.

n. Must treat and encourage others, (pupils), to treat school property with care.

o. Should be compassionate as well as just and business-like in dealing with pupils. Information should be delivered in a professional manner. This is no small obligation, but a difficult professional act incumbent on all staff.

p. Be flexible in dealing with the inevitable changes in school organization and policies, curriculum content and pedagogy that will occur during your career.

3. Consulting Outside the Schools:

The Board of Trustees recognizes that teaching staff members will have expertise and knowledge in areas that other school districts, agencies, and other entities may desire. Recognizing that the schools will request the expertise from teaching staff members from other school districts, agencies and other entities, the Board supports sharing of its teaching staff members with other school districts, agencies, and other entities to the extent it does not interfere with the efficient operation of the schools.

The Executive Director/Superintendent may recommend to the Board a teaching staff member’s attendance in another school district, agency or other entity without additional remuneration to the teaching staff member or school, upon a written request from the agency or from the teaching staff member.

The Board of Trustees recognizes teaching staff members will have expertise and knowledge in areas that other school districts, public and private agencies, and private business organizations may desire to compensate as a paid consultant. When a teaching staff member serves as a paid consultant, the teaching staff member is not permitted to use normal work hours for any paid consulting activities. The teaching staff member must complete any paid consulting activities on their own time to include vacation days, evenings, weekends, and/or school holidays.

EMPLOYEE CODE OF ETHICS – SUPPORT STAFF

All support staff employees will:

• Represent themselves honestly in the application and selection procedure.
• Report to work as scheduled.
• Discuss complaints with their immediate supervisor or through approved channels.
• Not advise or counsel pupils except in special cases with the knowledge and consent of the Principal.
• Complete thoroughly their assigned tasks.
• Endeavor to establish good working relationships with other employees, professionals and nonprofessionals.
• Commit themselves to providing the best possible services for pupils.
• Uphold all rules and regulations as set by the Board, the Executive Director/Superintendent, and the Principals.
• Keep the trust under which confidential information may be given.
• Adhere to all the conditions of the State Department of Education employee contract.
• Give prompt notice of any change in availability for continued employment.
• Protect and care for school property.

EMPLOYEE FACILITIES AND MAINTENANCE

Brookfield Schools shall continue in its efforts to keep the school reasonably and properly equipped, maintained, clean and safe. Brookfield Schools shall endeavor to correct reported problems in a timely manner.

STAFF LOUNGE

Brookfield Schools shall continue to make available a staff lounge for staff members at Brookfield Academy and Brookfield Elementary, the facilities they operate and maintain.

CONFLICT OF INTEREST

Brookfield Schools’ employees are not permitted to offer to any Brookfield Schools students any services that could be provided for by Brookfield Schools itself. Brookfield Schools employees may provide outside services to Brookfield Schools students only if it is clear that Brookfield Schools does not provide the sought after service.

LONGEVITY

Longevity shall be paid to all employees hired prior to July 1, 2014 for the following years of consecutive service to Brookfield Schools at the following rates:

1. Certified Staff
   • Upon the completion of six (6) years of service $ 750.00
   • Upon the completion of twelve (12) years of service $1250.00
   • Upon the completion of eighteen (18) years of service $1800.00
2. Other Staff Members

- Upon the completion of six (6) years of service $400.00
- Upon the completion of twelve (12) years of service $750.00
- Upon the completion of eighteen (18) years of service $1500.00

Longevity shall be paid to an eligible employee in a lump sum included in the employee’s last paycheck for the applicable school year. Longevity payments shall not be considered part of an employee’s base salary.

**Benefits – All Employees**

Employees are eligible for benefits after successfully completing sixty (60) days of employment. The following benefits are available to all employees:

**Workers’ Compensation**

Effective the first day of employment, all employees are covered under the School’s Workers Compensation Program in the event of an accident or injury on the job. The employee must report the incident to the school nurse or, if he/she is unavailable, to the school secretary or administrative assistant to the executive director/superintendent, and complete the necessary documentation within twenty-four (24) hours of the incident. Failure to report within the required time frame may result in denial of medical and/or compensation benefits to the employee.

**Retirement Plan**

Participation in Brookfield Schools’ 401(k) Plan is available to all employees after one (1) year of service. Information about the plan may be obtained from the Human Resources Coordinator.

**Benefits – Full Time Regular Employees**

In addition to the benefits offered to all employees, the following are provided to regular full-time employees who satisfactorily complete sixty (60) days of employment:

**Life Insurance and AD&D**

Life insurance is provided at no cost to the employee. Please see the Human Resources Coordinator for additional information on terms of the policy. As of October 1, 2017 if an employee elects not to take Life/ADD insurance the amount equal to the average premium for all School employees shall be added to the employee’s “Flex Credit.”

**Disability**

Short-term disability coverage is provided through the State of New Jersey. Brookfield Schools provides a long-term disability plan for all full-time employees after 60 days of employment.
**Health**

Effective for the school year beginning July 1, 2018, the School will pay up to $859.82 (Flex Credit) in premium costs and will offer five (5) medical insurance plans (which will include prescription and major medical benefits) to all full-time employees. The amount of the Flex Credit will increase up to 7% for the 2019-2020 medical plan year. Employees electing plans with a higher premium than the Flex Credit will pay the balance, if any, for single coverage on the higher-priced plans. Employees may purchase insurance for their dependents. Employees who do not elect to receive medical coverage through the School shall be eligible to receive up to $1,500 annually in reimbursement for medical expenses.

**Dental**

The School shall provide dental benefits to full-time employees. Employees may purchase insurance for their dependents. Should an employee elect not to receive dental insurance, an amount equal to the premium for employee-only dental coverage shall be added to that employee’s Flex-Credit to cover medical premiums if applicable.

**Employee Assistance Program**

Brookfield Schools feels it is important to assist staff related to personal problems that can affect work, health and family. Services are provided in the areas of financial, family, legal and personal. These free confidential services can be accessed by calling Paychex Balance Works (1-800-327-2255) and Compsych (1-800-372-7255) are available to every employee and their families.

**125 Plan**

Brookfield Schools provides this plan which shall be applicable to medical insurance costs. Ten-month employees July and August premium for single and dependent coverage out of pocket.

**Flexible Spending Account**

Brookfield Schools sponsors a flexible spending account for all employees. Employees may elect to deduct, on a pre-tax basis, up to $2500 for out-of-pocket medical expenses and up to $5000 for dependent care expenses.

**Retirement Plans**

In January 2012, Brookfield Schools converted the 403(b) to and SEP/IRA plans into one consolidated 401(k) plan. This plan accepts both employee and employer contributions. Employees are eligible to participate via their own contributions after one year of service. The Board of Trustees will set the investment amount each year. Information about this plan may be obtained from the Human Resources Coordinator.

**Terms and Plan Administrator**
Brookfield Schools reserves the right to change the insurance companies and/or terms and plan administrators of the plans.

**Tuition Reimbursement**

1. For the 2018-2019 school year, tuition reimbursement will only be offered to staff members who are asked by the administrator to complete a specific degree. These staff members will be eligible for reimbursement for two (2) courses taken that are job related. Reimbursement shall be at the Rowan University tuition rates.

2. The Executive Director/Superintendent must approve the course prior to the start of the semester. Repayment of Tuition Agreement form must be signed at that time. These forms can be obtained from the School Secretary.

3. The employee must receive a grade of “B” or better. In extraordinary circumstances Brookfield Schools may reimburse employees who receive less than a grad of “B”. Tuition reimbursement shall be prorated in accordance with a part-time employee hours of work.

4. An employee will be required to repay Brookfield Schools the full amount of any tuition reimbursement received within twelve (12) months of the conclusion of the course involved in the event the employee voluntarily terminates his/her employment with Brookfield Schools. Employees who voluntarily terminate employment for the following reasons shall be exempt from this provision:
   
   a. Pregnancy/childbirth  
   b. Transfer/relocation of employee’s spouse  
   c. Extended/long-term illness of employee’s spouse or child  
   d. Death of an immediate family member  
   e. Retirement

5. Employees seeking tuition reimbursement will be required to execute an agreement reflecting the substance of subsections A-D.

**Mileage Reimbursement**

All employees shall be reimbursed at the IRS rate for mileage incurred in approved, work-related travel. The reimbursable rate will be published by the Business Office annually. Forms to submit for reimbursement can be obtained from the school secretary.

In accordance with N.J.A.C. 6A:23A-18.5, “Any cost associated with travel to and from the offices or employees home and the school agency” is non-allowable.

Brookfield Schools limits reimbursable miles to the number driven in excess of the number of miles involved in the individual’s daily commute (round trip) for work. This calculation does not apply if the individual drives to a place other than usual work site on a non-normal workday.
• **Example A:** Joe generally drives 11 miles to and from home to Brookfield Academy for a normal roundtrip commute of 22 miles. Today, however, Joe needs to drive from his home to a conference in Trenton which begins at 8:00 am. He does not report to Brookfield Academy. After the conference he drives home. As a result, today Joe drives 53 miles – from home to Trenton and back to his home. Joe can request reimbursement for 31 miles today. This represents the number of miles that he drove in excess of his usual round trip commute (53 – 22 = 31)

• **Example B:** Joe drives 11 miles from home to Brookfield Academy. He then drives to a meeting off-campus at a neighboring school. The drive from the Academy to the public school is 20 miles round-trip. He returns to Brookfield Academy after the meeting and completes his day there. He then drives 11 miles to his home. He can request reimbursement only for those miles driven in excess of his normal commute, in this case, the drive to the public school and back, or 20 miles.

• **Example C:** The school Superintendent requests that Joe attend a weekend retreat. Joe drives 50 miles from home to the retreat in Atlantic City on Saturday and returns on Sunday, driving another 50 miles. He can request reimbursement for 100 miles, as this travel took place on a non-normal work day.

**Dell Computer Employee Discount Program**

Brookfield Schools has enrolled in the Dell Computer Employee Discount Program. Any Brookfield employee who is interested in purchasing computers or other Dell products can now do so at a discount. The discount percentages range from 2% to 12%. You can access the Dell Employee Discount through their website (www.dell.com/eppbuy) or by telephone (1800-695-8133). Our User ID is KS29317193.

**New Jersey Business & Industry Association**

Brookfield Schools is a member of the New Jersey Business & Industry Association (NJBIA). Through our membership Brookfield employees can apply for a personal auto and/or homeowner coverage with New Jersey Manufacturers Insurance Company (NJM). NJM provides excellent service at attractive prices, including a history of dividends to policyholders. Coverage, however, is not automatic. It is provided for employees whose households meet NJM’s underwriting criteria which are based on safety considerations. When calling regarding membership please refer to the member number as Brookfield Schools, 1009 Berlin Rd., Cherry Hill, NJ 08034, Eligibility #77751 and not the school where you work. The phone number is 1-800-232-6600.

**WORK YEAR AND WORK DAY**

The work year for non-union certified staff and assistants at Brookfield Elementary and Homebound Programs shall be 185 days in the school year. Other ten-month employees shall work from September 1 through June 30. All other employees shall work a twelve-month
schedule. All new hires may be required to attend three (3) additional days of in-service training/orientation.

The work year for non-union certified staff at Brookfield Homebound Program (DCF Regional School Cumberland County Campus) shall be 250 days.

Unless otherwise changes by the Executive Director/Superintendent, the workday for non-union ten-month staff is as follows:

Elementary School 8:30 am – 3:30 pm
For Keeps and Transitions Homebound Programs 8:00 am – 3:00 pm
Inspira Health Network and Nursery at Virtua (Hearts) 8:00 am – 3:00 pm
DCF Regional School Cumberland County Campus 8:00 am – 3:30 pm
Outreach Programs (KIT, Excel and Insight Programs) 8:00 am – 3:00 pm

All program employees have a thirty (30) minute paid lunch period.

Employees shall be granted early release at Brookfield Schools’ discretion. On the days when evening programs are held, Brookfield Schools shall grant early release to all employees who attend such programs.

Vacation Days for KIT/Excel/Insight

Staff members shall be required to work 225 days per year. They will have established days off in the yearly calendar. Staff members in this program are also entitled to 5 flexible vacation days each year. They need to have prior approval of the building Principal and two staff members from the same program may not take off at the same time.

Vacation Days for DCF Regional School – Cumberland Co. Campus

Staff members shall be required to work 250 days per year. Staff will be entitled to five (5) days of vacation.

Administrative Staff, Secretaries and Other Twelve-Month Employees

Administrative staff, CST secretaries and school secretaries shall work 7.5 hours per day. Flexibility shall be allowed in the work schedule upon approval of the Executive Director/Superintendent. If he/she is unavailable, then the school Business Administrator may make a determination. All employees shall log 37.5 hours per week. Employees shall be granted early release at Brookfield Schools’ discretion.

Arrival and Departure Times – Record Keeping All Employees

All employees shall indicate each arrival and departure from duty by accessing the NEMR Total HR portal and punching in from any electronic device or the chrome book in the Main Office.
**LUNCH PERIOD**

All 10-month and 12-month employees shall have a thirty (30) minute paid lunch period with a seven and one-half (7.5) hour work day with the exception of custodial staff who shall have a one (1) hour paid lunch period with an eight (8) hour work day. Employees may leave the building during their lunch period provided Brookfield Schools is notified.

**LUNCH COVERAGE**

Assistants will be assigned to lunch duty during their classes’ lunch periods.

**PREPARATION PERIOD**

All certified staff are entitled to a forty (40) minute duty-free paid preparation period per day. However, if a substitute teacher is needed due to the absence of a regular staff member, an employee may be required to act as a substitute teacher during the preparation period.

**EVENING FUNCTIONS**

Certified staff members may be required to attend up to two evening programs per school year at their assigned campuses. Aides and Assistants may be required to attend one evening program per school year at their assigned location. Should a Back to School Night function be held at their assigned campuses, Assistants are required to attend.

**SUMMER WORK**

Brookfield Schools, at its discretion, may elect to provide and staff and Extended School Year Program (ESY). Compensation for ESY program work for non-certified classroom positions shall be at $21.00 per hour for the 2018-2019 ESY Programs. Certified staff will be paid $34.00 per hour for the 2018-2019 ESY Programs.

**EXTRA COMPENSATION**

Employees selected for tutoring duties or day or after school substitute teachers shall be compensated at the rate of $34.00 per hour for the school year.

**PAYROLL PROCEDURES**

1. An earnings record stub for each pay period showing all information will be attached to every check issued.

2. Extra pays will be distributed as a proration during the year, the pay period after submittal of the designated color timesheet.

3. Staff members providing services after the school day through BLAST or Homebound Tutoring will submit their time sheets for their time worked during the 1st and 15th of the month by the 16th of that same month and for their time worked during the 16th and the 30th of the month by the 1st day of the next month.
4. Direct deposit is available to all employees of the school. An authorization form must be completed and signed, and will be on file in the HR Coordinator’s office or the employee file.

5. Pay dates are scheduled for the 15th and 30th of each month, unless they fall on a weekend, then it will be the Friday before.

**REPORTING AND TREATMENT OF EMPLOYEE INJURIES WORKER’S COMPENSATION ACCIDENT REPORTING**

1. If you are located at either Brookfield Academy or Brookfield Elementary and have an accident or are injured, you are to go directly to the school nurse to report your accident or injury. The nurse will be sure that you are sent to the correct facility for treatment and that the claim is reported to our Worker’s Compensation insurance carrier. If the school nurse is unavailable, Brookfield Academy staff should contact the Administrative Assistant to the Executive Director/Superintendent; Brookfield Elementary staff should contact the school secretary.

2. If you are working in the KIT, Excel or Insight Programs and have an accident or are injured you are to go directly or immediately call the Outreach Program Secretary (856-541-9212, x12) to report your accident or injury. She will be sure that you are sent to the correct facility for treatment and that the claim is reported to our Worker’s Compensation insurance carrier.

3. If you work at any of our Homebound Programs (Inspira, Nursery at Virtua (Hearts), For Keeps, DCF Regional School Cumberland County Campus, or Transitions) and have an accident or are injured, you should call the school nurse at Brookfield Academy (856-795-8228 x224) or the Administrative Assistant to the Executive Director/Superintendent (856-795-8228 x228) to report your accident or injury. They will be sure that you are sent to the correct facility for treatment and that the claim is reported to our Worker’s Compensation insurance carrier.

4. In the event you are in need of emergent care (e.g., heart attack, serious injury) you may seek immediate care without immediately turning in claim. **But keep in mind that the claim must be filed within 24 hours of the accident so that the claim is not jeopardized.** Therefore, if you are an Outreach Program employee and require emergent care, please go to the hospital where you work for treatment but have one of your colleagues call Brookfield Academy ASAP to notify us of your loss. **Remember this only in case of an emergency. If your injury is minor you must report it first and then go for care.** We trust that you can discern between serious and minor injuries.

5. If, because of your injury, you are unable to work, you will be paid by the Worker’s Compensation Company at their rate. See the Human Resources Coordinator for details.
Be aware that if you do not report the claim within the 24 hour time frame allowed by the insurance carrier they can deny payment for your treatment and your health insurance carrier will not pay for your care since it is a worker’s compensation claim. Payment for treatment will then be your responsibility.

**SICK LEAVE**

1. Each full-time ten month employee shall be entitled to ten days sick leave each school year. Each full-time twelve month employee shall be entitled to 12 days sick leave each school year. In the case of both ten and twelve month employees, these days shall be prorated when employees do not work the entire school year (1 day per month). Part-time employees shall receive pro-rated sick leave days based upon their regularly scheduled work hours.

   Employees at the KIT, Excel or Insight Outreach Programs receive twelve days sick leave each school year.

2. Unused sick leave shall accumulate from year to year.

3. A statement of accumulated sick leave shall be provided to each employee on every paycheck.

4. Accumulated sick leave days may be used for an emergency or illness in the immediate family.

5. If an employee takes three consecutive sick days, Brookfield Schools may require a physician’s statement in a form satisfactory to Brookfield Schools.

6. Upon leaving Brookfield Schools voluntarily, all employees with ten or more years of service with the Academy shall be entitled to the following payment for every accumulated sick day up to 110 days: certified staff will receive $100.00 per accumulated sick day; non-certified staff shall receive $75.00 per accumulated sick day. The employee shall receive the lesser of: the maximum payment which constitutes and “allowable cost” under law, applicable regulation or rule.

7. At the end of each school year, employees may “sell back” the lesser of up to five (5) of the employee’s annually allotted sick days at the above applicable rate ($100) or the number of sick days which equates to the maximum payment permitted as an “allowable cost” under law, applicable regulation or rule. However, to be eligible for this sell back, an employee must maintain at least 10 sick days in his/her bank.

8. Except in an emergency, to use a sick day, employees must call the Principal, or his/her designee, at home between 6:00 am and 7:00 am on the sick day or before 10:00 pm the night before. Custodians shall call the Director of Facilities at the Academy at least one hour prior to their scheduled workday. Business Office staff members are to call or e-mail the Human Resources Coordinator and their immediate supervisor.
9. Sick leave may not be used as vacation time.

PERSONAL LEAVE

1. Personal leave is time provided for employees to deal with personal matters that cannot be handled at any time other than during the business day.

2. All full-time employees who have completed their probationary period of 90 days shall receive three personal days. All part-time employees who have completed their probationary period shall receive one such personal day.

3. All full-time probationary employees shall receive two such days upon completion of three months (90 days) of active employment. Requests should be made to the Executive Director/Superintendent at least three days in advance with the exception of emergencies. Personal days may not be used to extend holiday, vacations or weekends. However, in unique scenarios, such as a wedding or graduation ceremony, days prior to a weekend will be granted. Unused personal days shall not be paid for upon retirement or other termination of employment with the school.

4. Employees may accumulate unused personal days from year to year. Such accumulated personal days may be used only after all accumulated sick time has been used and for the employee’s own illness or injury, or for the illness or injury of a member of the employee’s immediate family.

PROFESSIONAL LEAVE

Employees may be granted one professional day annually to attend meetings, workshops, and other programs related to the employee’s job description and/or performance. Such requests shall be made in writing and must be approved by the immediate supervisor.

BEREAVEMENT LEAVE

1. All full-time employees shall be entitled to leave with pay for a maximum of five working days or scheduled workdays lost in the event of the death of a parent, sibling, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepparents, stepsiblings, and stepchildren. “Spouse” shall include an employees’ “significant” other or “spouse equivalent” sharing the employee’s residence; the terms “mother-in-law” and “father-in-law” shall include the parents of a “significant other” or “spouse equivalent”. Such leave may be used only during the ten calendar day period commencing with the date of death. If Brookfield Schools so requests, proof of death and the employee’s relationship to the deceased must be provided.
2. Leave shall be provided for two workdays in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin or great grandparents.

3. In the event of the death of an employee or student, employees shall be permitted to attend funeral services of the deceased employee or student without loss of pay.

JURY DUTY

Any employee who is called and not exempted will be paid his/her normal salary. If called, an employee shall notify their immediate supervisor as soon as possible. A copy of the notification, letter from the Bailiff proving that you served must be turned into Human Resources. If the employee is out more than three days, either consecutive or nonconsecutive, the reimbursement check must be turned into Human Resources.

FAMILY AND MEDICAL LEAVE

Brookfield Schools shall comply with the Family and Medical Leave Act ("FMLA") and the NJ Family Leave Act ("NJFLA"). Detailed information is as follows:

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth
- To care for the employees child after birth, or placement for adoption or foster care
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee’s job

Military Family Leave Entitlements

1. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

2. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical
treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary
disability retired list.

Benefits and Protections

1. During FMLA leave, the employer must maintain the employee’s health coverage under
any “group health plan” on the same terms as if the employee had continued to work.
Upon return from FMLA leave, most employees must be restored to their original or
equivalent positions with equivalent pay, benefits, and other employment terms.

2. Use of FMLA leave cannot result in the loss of any employment benefit that accrued
prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for
1,250 hours over the previous 12 months (the 12 month period is measured forward from the
date any employee’s first FMLA leave begins) and if at least 50 employees are employed by the
employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that
involves either and overnight stay in a medical care facility, or continuing treatment by a health
care provider for a condition that either prevents the employee from performing the functions
of the employee’s job, or prevents the qualified family member from participating in school or
other daily activities.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken
intermittently or on a reduced leave schedule when medically necessary. Employees must
make reasonable efforts to schedule leave for planned medical treatments so as not to unduly
disrupt the employees operations. Leave due to qualifying exigencies may also be taken on an
intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA
leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s
normal paid leave policies.

Employee Responsibilities

1. Employees must provide 30 days advanced notice of the need to take FMLA leave when
the need is foreseeable. When 30 day notice is not possible, the employee must
provide notice as soon as practicable and generally must comply with an employer’s
normal call-in process.
2. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodically recertification supporting the need for leave.

**Employer Responsibilities**

1. Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

2. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede and State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**MILITARY LEAVE**

Brookfield Schools shall grant military leave in accordance with the applicable law.

**HOLIDAYS AND VACATIONS**

All full-time employees will have paid holidays, which have been determined by the school calendar.
1. Ten-month employees shall have regular holidays; additional paid and non-paid vacations are not permitted.

2. Full time 12 month employees are entitled to paid vacation. An employee working less than one year is eligible for pro-rated vacation time, subject to the approval of the Executive Director/Superintendent. Employees are eligible for two weeks paid vacation after the completion of one full contracted year and 3 weeks paid vacation after completion of 15 full contracted years.

3. Staff may accrue one week of vacation time from one year to the next.

4. KIT, Excel and Insight Program staff members shall be required to work 225 days per year. They will have established days off in the yearly calendar. Staff members in this program are also entitled to five flexible vacation days each year. Prior approval must be obtained from the Principal. Two staff members from the same program may not take off at the same time.

5. DCF Regional School Cumberland County Campus Staff member(s) shall be required to work 250 days per year. Staff will be entitled to five days of vacation.

**DRESS AND PERSONAL CARE**

The Board of Trustees and staff agree that the appearance and dress of the teaching staff members can have a significant impact upon the educational program of the school. The attitude of the teachers and other staff about their professional responsibilities and the importance of education in the lives of the students are reflected in the dress and appearance of the school’s employees. Therefore, Brookfield Schools has the right to promulgate a reasonable Appearance and Dress Code for all employees; and in order to create an atmosphere of respect for all staff and an environment conducive to learning and discipline, the parties agree that such Code, at the school’s sole discretion, may include the following: a complete ban on blue jeans and all other blue denim apparel; a ban on open-toed shoes (during times when the students are present); a ban on shorts (except that staff may wear “Bermuda” shorts during July and August); collared shirts for men (dress or sport shirts must be worn buttoned); and collar shirts and neat jogging/exercise pants for physical education staff when not engaged in teaching gym (on days when the physical education staff does not teach gym, the regular dress code will apply to these individuals).

All employees must be clean, neat and well-groomed at all times.

The school shall provide practical arts teachers, science teachers, related arts teachers and teacher assistants with appropriate protective clothing such as smocks, aprons, and lab coats.

Custodians shall be issued uniforms after successfully completing 60 days of employment.

As necessary, the Executive Director/Superintendent or Building Principal may relax the Appearance and Dress Code for such events as field trips, certain school activities, inclement weather, and excessive heat and cold.
If the Executive Director/Superintendent or designee decides that an employee is in violation of the dress code, the employee will be asked to go home and change. The required to do so is unpaid.

**EMERGENCY SCHOOL CLOSING**

In the event of the emergency closing of school, the information will be broadcast over KYW-AM (1060) and several other Philadelphia area radio and television stations. Staff will also be notified by a Realtime Notification System phone call and the school closing information will be placed on the school answering machine by 6:30 am. The Academy’s answering machine number is 856-795-8228.

Attendance of school maintenance staff will be determined by the Director of Facilities and the Executive Director/Superintendent.

**BROOKFIELD SCHOOLS CODE NUMBER IS 562**

Brookfield Schools has initiated an alert system through Realtime Notification System. Information regarding this system is included in the new hire packets. Please check your registration each year and make updates if necessary (i.e. new phone numbers, e-mail addresses, etc.). The emergency closing notification will be initiated through this system. If you do not update your registration, you will not receive the notification of school closings. Should any changes be made to this system, you will be notified immediately.

**FIRE DRILLS AND SECURITY DRILLS**

In accordance with N.J.S.A. 18A:41-1, at least one fire drill and one security drill will be conducted each month within school hours, including any summer months, which the school is open for instructional programs. A school security drill means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a non-fire evacuation, lockdown, bomb threat, or active shooter situation that is similar in duration to a fire drill. Schools are required to hold a minimum of two active shooter drills, non-fire evacuation, bomb threat and lockdown security drills annually. Fire alarm systems shall be initiated only during a fire drill evacuation.

**SECURITY**

Buildings maintained by Brookfield Schools are available to all staff from 7:00 am to 3:30 pm, five days a week, excluding Saturday and Sunday. Use of the building at any other time is subject to obtaining permission from the Executive Director/Superintendent. No person may use the facility for the purpose of operating a private business interest.

Outreach Program facilities are available at the times set by the program site Principals.

The Principal or his/her designee will disseminate classroom keys. No one is to make a copy of Brookfield Schools’ keys. Keys and fobs must be returned to the Principal or his/her designee at the end of the academic year or when resigning. If a key is lost, report it to the Principal or his/her designee immediately for a replacement. A $2.50 fee will be charged for the cost of the
Key fobs shall be issued to each employee whose school uses a fob system. A $5.00 fee will be charged for the replacement cost of the fob.

Employees at Brookfield Academy and Brookfield Elementary Schools must make sure that the outside doors to the school remain locked and closed at all times. This is for the security of everyone at Brookfield Schools.

**SMOKING**

The State of New Jersey prohibits smoking and or possession or tobacco products at any time on school premises and on any transportation vehicle supplied by the school district.

**SUBSTANCE ABUSE – EMPLOYEES**

The term “drugs” includes any narcotics, amphetamines, barbiturates, marijuana, or other controlled substances other than alcohol and tobacco. Where applicable, the term “drugs” also includes related drug paraphernalia.

Brookfield Schools prohibits the possession, sale, and use, transfer, purchase or being under the influence of drugs and/or alcohol in the workplace or during Brookfield Schools work time.

An employee who is taking medication prescribed by a licensed physician, which medication may diminish his or her capacity to work safely, must inform his or her supervisor prior to beginning work. For safety reasons, such an employee may be required to perform duties other than those regularly assigned or to take sick leave rather than be permitted to work under the influence of the prescribed medication.

Brookfield Schools reserves the right to impose discipline up to and including discharge for failure to comply with this policy.

**SUBSTANCE ABUSE – STUDENTS**

All employees are required to report to the Principal or designee any student whom employees suspect as using, being in possession of, or being under the influence of drugs and/or alcohol. The Principal or his/her designee will escort the suspected student from class and proceed to follow the protocol for students suspected of drug and/or alcohol use, possession, or being under the influence.

Incidents involving the sale, purchase, transfer, distribution, or possession of drugs, alcohol, or drug paraphernalia the intent to distribute either on or near school property or any school sponsored function must also be reported by staff to the Principal or designee.

**TELEPHONE USE**

**Telephone Calls**

The primary usage of the school’s telephone system is to conduct official business pertaining to the educational mission of the district. Personal telephone calls are authorized in the limited circumstances of emergencies or essential communications, which absolutely must be
conducted on an immediate basis. Misuse of the telephone system for personal business may be construed as theft of services and will be subject to disciplinary and possible legal action.

Voice Mail

All employees are provided with a personal “mailbox”. The proper use of the voice mail system has proven to be an effective time saver eliminating such situations as “telephone tag”, the need for employees to take messages for other employees, or loss of messages.

Teachers are highly encouraged to use voice mail both internally when dealing with staff and faculty and to provide their respective mailbox numbers to parents of their students to facilitate ease of communication concerning day-to-day student issues.

Cell Phones

Cell phones are not to be visible to students. Phones are to be set on the silent or vibrate mode during the day. Return calls may be made during staff lunch periods when away from students. **Staff shall not be texting other than their lunch period.**

INTERNET CONTACT WITH STUDENTS

Staff members are prohibited from having internet contact with students and should block all students from communicating with them through e-mail. With regard to social internet sites such as Facebook, Snapchat, Instagram, Twitter, etc., the Board cautions staff members that have contact with students through these sites is considered inappropriate conduct that is unbecoming to a teacher. Furthermore, some types of interaction on social internet sites or through e-mail between a staff member and a student may be illegal.

If a staff member must send a message to a student, Brookfield Schools has at its disposal the Realtime Notification System and messages concerning school related issues can be sent to the students through this system.

REMOVAL OF SCHOOL EQUIPMENT

The Board of Education believes that district owned equipment is a valuable resource that may be loaned for community use under certain conditions and when such use does not interfere with the educational program of the school. The Board may lend specific items of equipment on the written request of the user when approval has been granted by the Superintendent and when such equipment is unobtainable elsewhere. School equipment may be removed from school property by pupils or staff members only when such equipment is necessary to accomplish a task arising from their school or job responsibilities. The consent of the Superintendent is required for such removal. The removal of school equipment from school property by or employees for personal use must be pre-approved by the Superintendent. The user of the school owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, regardless of any assignment of negligence, and shall be responsible for its safe return. When equipment authorized for loan requires the services of a qualified operator, the user shall employ the services of a person designated by this district and shall pay such costs as may have been set for such services.
TRANSPORTATION

Field Trips

A well planned field trip can be an important ingredient in the instructional program of the school. A trip request form must be used for all trips, otherwise the trip will be automatically denied. The justification for the trip must be stated on the trip request form.

The trip approval will be based on the educational relevancy or reward value it offers to the students. Trip requests must be submitted at least two weeks in advance of the date you have scheduled to the Principal and Executive Director/Superintendent for approval.

The employee requesting the trip is responsible for obtaining the appropriate authorization, the permission slips and the communication to other staff that works with students going on the trip, such as the nurse, therapists, and physical education teacher. On the day of the trip and prior to the departure, the teacher is responsible for turning in attendance for the students going on the trip to the Attendance Officer.

VISITORS

All visitors must report to the receptionist upon entering the school building. They will be required to sign in and be issued a visitors pass.

WEAPONS

Weapons of any nature are not allowed in school or on school property. Contact the Principal immediately if you see a weapon. Try to segregate the student from the rest of the student body. Remain calm until assistance arrives.

EMPLOYEE EVALUATION

All certified staff will receive a formal performance evaluation, including a professional improvement plan, on an annual basis. The performance evaluation will be based in part on formal observations. All certified staff generally will be observed formally two to three times per academic year. Where the need for improvement is indicated, the number of formal observations may be increased. Employees shall be notified one week prior to a formal observation. Informal observations may be conducted without notice.

1. Administrators holding a valid supervisory, principal, or chief school administrator certification will conduct observations. A formal observation shall consist of one classroom period. An alternative method of observation for therapists may be used.

2. A written copy of the formal observation shall be given to the employee within seven days. A meeting will be held with the observer to review the lesson observed. The employee is required to sign off and return a copy to the Human Resource Coordinator’s office for placement in the employees’ personnel file.
Non-certified staff will also receive a formal annual performance evaluation; these will be based on formal observations or input from other appropriate sources Brookfield Schools deems relevant.

**PROGRESSIVE DISCIPLINE**

**Occurrences:**

1. **Tardiness/Leaving Early**
   
   Reporting to work after the scheduled start of the employee’s workday or leaving before the scheduled end of the employee’s work day shall be considered one-half of an occurrence under this policy.

   Returning late from lunch or leaving for lunch early will also count as one half of an occurrence under this policy.

2. **Signing In/Out**
   
   An employee’s failure to clock in or use the “sign-in” register to record their arrival and departure times at the beginning or end of the regularly scheduled work day, or at the beginning or end of the lunch period (if the employee leaves the building for lunch) shall be considered one occurrence under this policy.

3. **Absences**
   
   Any unscheduled full day absence, regardless of the reason, shall be considered one occurrence, except covered by sick time, personal day, vacation, jury duty, bereavement leave, sabbatical leave, FMLA leave, professional leave, extended family and medical leave, military leave, or other approved leave of absence.

   Where possible, employees must schedule personal days, vacation, family and medical leave, etc. in advance.

   Employees will receive no pay for any unscheduled full day absence which counts as an occurrence under this policy.

4. **Call-In Procedure for Sick Time**

   Elementary School employees should call the School Secretary to report their sick day absence before start of business.

   Homebound staff should call Source for Teachers for a substitute and the director at the hospital to let him/her know they will be absent. They should also call either the administrator or secretary between 6:00 am and 7:00 am on the sick day or before 10:00 pm the night before.

   Outreach Program staff members must call the Outreach Principal between 6:00 am and 7:00 am on the sick day or before 10:00 pm the night before.
Brookfield Academy non-union staff members must call before start of business and report their absence to their immediate supervisor and to the Human Resources Coordinator.

Custodians shall call the Director of Facilities at the Academy at least one hour prior to their scheduled workday.

Failure to follow this call in procedure, except in emergencies, shall be considered one occurrence and the employee will not receive paid sick time for the day.

5. Additional Call-In Procedures

In the event an employee anticipates being late for work, the employee should call in to the Principal or individual(s) designated for their program or office. The employee shall be assessed one-half (.5) of an occurrence for being late. In the event an employee fails to appear for work for an entire day and fails to call in and notify Brookfield Schools within thirty minutes of the start of the employee’s scheduled work day, the employee shall be assessed two (2) occurrences and shall not be paid for the day.

6. Guidelines for Frequency Based Progressive Discipline

The following shall be the course for progressive discipline:

<table>
<thead>
<tr>
<th>Occurrence</th>
<th>Discipline</th>
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<tbody>
<tr>
<td>3rd</td>
<td>First written warning</td>
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<tr>
<td>4th</td>
<td>Second written warning</td>
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<tr>
<td>5th</td>
<td>Suspension of two days (not to be taken concurrently with or substituted for any other scheduled leave or paid time off).</td>
</tr>
<tr>
<td>6th</td>
<td>Suspension of one week (not to be taken concurrently with or substituted for any other scheduled leave or paid time off).</td>
</tr>
<tr>
<td>7th</td>
<td>Termination</td>
</tr>
</tbody>
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7. Occurrences shall accrue on a yearly basis: July 1 through June 30. Each July 1, all employee records will reflect zero occurrences.

8. In addition to discipline based on frequency of occurrences, progressive discipline may be issued for the following violations, regardless of whether the employee’s occurrence frequency would require discipline under this policy.

a. Patterns of occurrences preceding or following a weekend.

b. Patterns of occurrences which evidence an intent to abuse the attendance policy.

Please note that where, in Brookfield Schools’ good faith assessment, severe or unusual traffic, inclement weather or other travel problems cause groups of employees to be late for the scheduled start of their workday, no occurrences will be assessed.
RE-EMPLOYMENT

1. Employees shall receive written notice as to whether Brookfield Schools intends to re-employ them in the subsequent academic year by April 30.

2. Employees shall notify the school in writing by May 15th whether or not they intend to return to work for the following school year.

SEXUAL HARASSMENT POLICY – STUDENTS

The Board of Trustees explicitly forbids any conduct or expression that may be construed as sexual harassment of a pupil by an employee of the school or by another pupil.

The sexual harassment of a pupil includes all unwelcome sexual advances or suggestions, request for sexual favors, and verbal or physical contacts of a sexual nature whenever such conduct has the purpose or effect of intimidation or tends to create an intimidating, hostile, or offensive educational environment.

ANTI-HARASSMENT POLICY – STAFF

1. It is the policy of Brookfield Schools to prohibit harassment in the workplace based on sex, race, national origin, religion, age, color, physical or mental disability, sexual orientation, marital status, veteran status, and other legally protected classifications.

2. Unwelcome sexual advances, requests for sexual favors and other verbal, physical, or visual conduct of a sexual nature constitute sexual harassment when: submission to such conduct is made a condition of employment; or submission or rejection of such conduct is used as a basis for employment decisions affecting the individual; or such conduct has the purpose or effect of substantially interfering with work performance, or creating or maintaining an intimidating, hostile, or offensive environment.

3. Sexual harassment may include a wide range of behaviors. Depending on the circumstances, these behaviors may include, but are not limited to, repeated offensive or unwelcome sexual advances; subtle or overt pressure for sexual favors; sexual jokes; verbal comments or innuendo of a sexual nature; propositions or advances; graphic commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching or other physical touching; suggestive, insulting or obscene comments or gestures; display of sexually suggestive objects or pictures.
4. Sexual harassment may include harassment between individuals or the same gender.

5. Harassment based on sex, race, national origin, religion, age, color, physical or mental disability, sexual orientation, marital status, veteran status, or other legally protected classifications.

6. This policy applies to all employees and to conduct engaged in by fellow employees, administrators, and outside vendors, guests and others not directly connected to the school. This policy prohibits employees, administrators, outside vendors, guests and others not directly connected with the school from harassing Brookfield employees in violation of this policy.

7. Brookfield Schools strongly encourages the prompt reporting of all perceived incidents of harassment, regardless of who the alleged offender may be.

8. If you are a witness to or believe that you have experienced harassment based on your sex, race, national origin, religion, age, color, physical or mental disability, sexual orientation, marital status, veteran status, or other legally protected classification, then you should immediately notify either the Principal or the Executive Director/Superintendent.

9. All reports of harassment will be investigated promptly and thoroughly by a person who is not involved in the alleged harassment. Confidentiality will be maintained throughout the entire investigation to her extent practical and appropriate under the circumstances to protect the privacy of the individuals involved.

10. An employee will not be subject to retaliation, intimidation, or discipline as a result of making a good faith complaint of harassment or providing information in connection with another’s complaint.

11. If Brookfield Schools’ investigation confirms that harassment or other improper behavior has occurred, the school will take prompt, appropriate action. Such actions may include, for example, referral to counseling, or disciplinary action, such as warnings, reprimands, reassignment, suspension, or discharge.

12. The complaining individual will be informed of a summary of the results of the school’s investigation.

Please refer to the organization’s policy manual for the Board of Trustee’s policy on harassment.
**CHILD ABUSE**

The Board of Trustees is concerned with the physical and mental well-being of the children of this school and recognizes the importance or early identification in halting child abuse and remediating the effects of child abuse. The Board will cooperate with state government in the identification and reporting of cases of child abuse in accordance with the law.

Any employee of this school who has reasonable suspicion to believe that a pupil of this school has been subject to abuse, abandonment, cruelty, or neglect by any person, shall immediately report the same to the Department of Child Protection and Permanency 1-877-NJ-ABUSE (1877-652-2873). The employee may release information to DCF in accordance of school regulations.

**CONFIDENTIAL RECORDS**

It is important to take the necessary steps to protect the confidentiality of student information. By doing so, we not only comply with our legal obligations but also protect the best interests of our students. Confidential student information includes: student records (student performance indicators, grades, attendance, test score), discipline records, classification, health records, and personal information.

1. Employees may seek access only to student information that is necessary to perform their job responsibilities and may only use that information to complete those job duties.

2. Student information must not be discussed with co-workers except where the information will be used to seek support or services for the students.

3. Seek a private area to discuss confidential student information. Planning areas, faculty rooms, etc. are not appropriate forums for discussing students.

4. Employees should never discuss a student with other students.

5. Discussions with parents should be limited to their child only. If parents make a reference to other students, the staff member should re-focus the discussion and bring it back to their child.

6. Student information may not be released to third parties (educational consultants, psychologists, psychiatrist, lawyers, etc.) without permission of the parent.

7. Community members often attempt to engage school employees in conversation about the private education. You should feel free to promote the efforts of the school. However, you should never disclose confidential student information to members of the community.
Observation of these rules will protect the best interest and confidentiality of our students and also protect you from unnecessary stress and possible litigation. Violation of these rules will result in discipline up to and including discharge, as the School deems appropriate.

**CORPORAL PUNISHMENT**

New Jersey State Law prohibits corporal punishment. Corporal punishment is interpreted by law to mean any act that might promote injury to the pupil.

There are four conditions where force may be considered “reasonable and necessary”. They are:

1. To quell a disturbance
2. To obtain possession of a weapon or other dangerous objects.
3. For the protection of persons or property.
4. Individual is a danger to themselves.

**DISCIPLINE (STAFF)**

Brookfield Schools reserves the right to discipline employees for any violation of the provisions of this Manual, applicable state and/or federal statutes and regulations, and any work rules, requirements or policies of Brookfield Schools.

The actions taken toward a staff member, determined by each individual case, will be based upon the investigation and could include any of the following: meditation sessions, verbal warnings, counseling, sensitivity training, letters or reprimand, increment withholding, suspension or termination.

**DISCIPLINE GUIDE**

Employees are encouraged to discuss discipline issues with the Principal. Open dialogue regarding discipline incidents helps to insure a more complete understanding of the entire incident and process.

If concerns arise regarding the dispensation of discipline, the employee should consult with the Principal. Feedback is critical in helping to build confidence and support as well as helping to keep open the lines of communication to insure the best program for the students.

**FLAG SALUTE AND PLEDGE OF ALLEGIANCE (Title 18A: 36-3)**

New Jersey law requires students to show respect for the flag of the United States of America. If they are conscientiously opposed to the pledge or salute, they may abstain from these ceremonies, but they are required by law to “show proper respect to the flag by standing at attention and removing any head dress”.

**FUNDRAISING/SOLICITATION**

All fundraising activities by school organizations require prior approval of the Principal. Students may solicit and collect money on behalf of the school organizations once the fundraising activity has been approved. These procedures include fundraising activities held off
of school grounds. Students are not permitted to solicit or collect money on school premises for their own benefit or the benefit of organizations not previously approved.

No individual or organization is permitted to advertise or solicit on school grounds without the approval of the Executive Director/Superintendent. This includes advertising or soliciting through teachers’ mailboxes.

**PERSONAL SEARCH PROCEDURES**

There are times when, in the opinion of an employee, a student is suspected on concealment of illegal substances or objects, which may place the student or others in danger of physical harm. When this occurs, the following procedures will be followed to insure the safety of all of our students as well as the personal rights of the involved student(s).

1. The employee suspicious of such concealment will attempt to isolate the involved student away from the other students.

2. The employee will ask the student for the concealed substance/object.
   
   a. If the student surrenders the substance/object, it will immediately be given to the Principal or designee and, if determined to be illegal or improper, our regular, existing procedures will be activated.
   
   b. If the student refuses to surrender the suspected substance/object, the Principal (or designee) will be contacted:
      
      • The Principal (or designee) will interact with the student in an attempt to obtain the student’s cooperation and surrender of the suspected substance/object.
      • If unsuccessful, the Principal (based on his/her judgement of circumstances, information, and potential physical acting-out of the student) will contact the parent or guardian to discuss the situation and solicit parental cooperation and/or permission.
      • If the parent is willing to come to school, the student will be isolated and observed by staff until the parent arrives.
      • If the parent cannot come to the school, but grants permission, the Principal or designee will conduct the search.
      • If the parent cannot come to the school, but rejects permission, the Principal, acting with reasonable suspicion, may conduct the search without the parent.
      • If the parent cannot come to the school, rejects permission, and the student refuses or becomes defiant, the Principal or his designee will contact the Police and inform them of the reasonable suspicion and turn it over to their authority at which time Brookfield Academy is no longer involved or...
3. A search is constitutionally justified at its inception if school officials have reasonable grounds based on all of the circumstances for suspecting the search will reveal evidence that the student has violated, or is violating, either the law or school rules. Reasonable suspicion is a subjective measure that is based on specific facts; it requires less evidence that the probable cause standard used by police.

If the building administrator has reasonable suspicion that a student is in possession of an items that constitutes a violation of the Code of Student Conduct, a search of the student’s person may be authorized. Students’ motor vehicles parked on school premises are also subject to search.

4. Based upon the findings of the search, appropriate administrative responses will be performed based on existing policies and procedures.

5. Upon completion of the search, a written report concerning the circumstances, information, procedures used, the findings will be submitted by the Principal or designee to the Executive Director/Superintendent.

**SUICIDE: IDEATION, THREAT, AND ATTEMPT**

All employees must take seriously all suggestions, demonstrations, or communications about suicide. When life-threatening behavior or ideation is manifested, confidentiality is pre-empted by intervention. Thus, any employee who believes or has knowledge of a pupil’s intent to attempt suicide shall immediately inform the building Principal. In turn, the Principal notifies appropriate agencies or individuals while every effort is made to safeguard the confidentiality of the student.

**HOMICIDAL THREATS**

All employees must take seriously homicidal threats. A homicidal threat consists of a statement or a threat against the life of another person with the intent to commit homicide. Such threats need to be reported immediately to the Executive Director/Superintendent, Principal. Parents of students making the homicidal threat are immediately notified. Parents of the intended victim must also be immediately notified. The Principal or designee immediately notifies the school’s local police and the local police station of the intended victim’s residence.

In order for the student stating the homicidal threat to return to school, the following procedures must be completed:

1. Screening at a Crisis Center or by a private psychiatrist for homicidal intent.

2. Written permission by a Crisis Center screener or a psychiatrist for the student to re-enter school.
3. A re-entry meeting with the student’s parents, CST case manager, and the school’s administrative staff.

**ELECTRONIC SURVEILLANCE IN SCHOOL BUILDINGS AND ON SCHOOL GROUNDS**

In order to enhance a safe and secure environment, the Board authorizes electronic surveillance devices to be used on Brookfield Schools’ property and on school grounds.

**A. Recording and Notice**

1. Surveillance devices may include, but are not limited to, sound/video cameras, audio recording devices, and other appropriate devices.

2. Recordings may be used to monitor and observe the conduct of Brookfield Schools’ staff, pupils, community members, and other person(s) in school buildings or on school grounds.

3. Notice regarding the use of surveillance devices will be posted in school buildings or on school grounds where surveillance devices may be used.

**B. Pupil Records and Notice**

1. Brookfield Schools’ personnel will comply with provisions of applicable law regarding pupil record requirements including the Family Education and Privacy Act and the Individual with Disabilities Education Improvement Act. Recordings considered for retention, as a part of a pupil’s behavioral record, will be maintained in accordance with established pupil record procedures governing access, review, and release of pupil records.

**C. Staff Records and Notice**

1. Records considered for retention as part of the employee’s personnel record will be maintained in accordance with established Board personnel policies, administrative regulations, applicable law, and any labor agreements governing access, review, and release of employee personnel records.

2. Brookfield Schools will provide notice to pupils, parent(s) or legal guardian(s), and school staff members that surveillance devices may be used in school buildings and on school grounds.

**D. Storage/Security**

1. All recordings will be stored by the Superintendent or designee, and secured to ensure confidentiality.
2. Recordings will be stored for 14 calendar days after initial recording, whereupon such recordings will be erased or discarded, unless there is a legitimate reason for retaining such recording for review.

E. Use

1. The determination of the location or surveillance devices shall be made by the Administration.

2. Tampering with or otherwise interfering with surveillance equipment is prohibited. Any individual found tampering with equipment shall be subject to discipline.

F. Viewing or Listening

1. Initial viewing or listening to recordings will be done by the Building Principal or designee.

2. Requests for viewing or listening will be limited to persons with a direct interest in any proceedings, disciplinary or otherwise, resulting from the recordings, as deemed appropriate by the Building Principal or designee.

3. Only the portion of the recording concerning a specific incident will be made available for viewing.

4. Viewing or listening to the recording will be permitted on school property or as otherwise required by law.

5. All viewing will be in the presence of the Building Principal or designee.

6. A written log will be maintained by the Building Principal or designee of those viewing video recordings including date of viewing, reason for viewing, the date the recording was made, and the signature of the viewer.

7. Video recordings remain the property of Brookfield Schools and may be reproduced only in accordance with law, including applicable Brookfield Schools’ pupil records policy and procedures, personnel records policy and procedures, and applicable labor agreements.

G. Purchase, Maintenance, Replacement of Equipment/Supplies

1. The Director of Facilities and Building Principal will be responsible for the purchase, maintenance, and replacement of all electronic surveillance devices.
BROOKFIELD STAFF

PERMISSION TO TAKE AND USE PICTURES
AND ALLOW INTERVIEWS

Staff Member’s Name: ____________________________________
(Print)

[ ] I authorize Brookfield Schools and its related entities and assigns to take my picture and/or
to be interviewed by media approved by Brookfield Schools, for use on Facebook and any other
school authorized medium (this would include Brookfield Schools’ newsletters, website,
brochures, etc.). The purpose of the pictures or interviews will be to stress the positive activity
taking place at Brookfield Schools.

[ ] I do not authorize Brookfield Schools and its related entities and assigns to take my picture
and/or to be interviewed by media approved by Brookfield Schools, for publication in any school
medium that will be released to the public.

__________________________________________
Signature of Staff Member

Dated: ____________________________

SS/c

Forms – Permission to Take Picture/Interview

Revised – August 2018
RE: Brookfield Academy Annual Integrated Pest Management Notice for School Year 2019 - 2020

Dear Parents/Guardians and Staff Members:

This notice is being distributed to comply with the New Jersey School Integrated Pest Management Act. Brookfield Schools has adopted an Integrated Pest Management (IPM) Policy and has implemented an IPM Plan to comply with this law. IPM is a holistic, preventive approach to managing pests that is explained further in the school’s IPM Policy included with this notice.

All schools in New Jersey are required to have an Integrated Pest Management Coordinator (IPM Coordinator) to oversee all activities related to IPM and pesticide use at the school.

The IPM Coordinator for Brookfield Schools is:

Name of IPM Coordinator: Carlos Ramirez
Business Phone number: 856-795-8228, Ext. 238
Business Address: 1009 Berlin Road, Cherry Hill, NJ 08034

The IPM Coordinator maintains the pesticide product label, and the Material Safety Data Sheet (MSDS) (when one is available), of each pesticide product that may be used on school property. The label and the MSDS are available for review by a parent, guardian, staff member, or student attending the school. Also, the IPM Coordinator is available to parents, guardians, and staff members for information and to discuss comments about IPM activities and pesticide use at the school.

As part of a school pest management plan, Brookfield Elementary may use pesticides to control pests. The United States Environmental Protection Agency (EPA) and the New Jersey Department of Environmental Protection (DEP) register pesticides to determine that the use of a pesticide in accordance with instructions printed on the label does not pose an unreasonable risk to human health and the environment. Nevertheless, the EPA and the DEP cannot guarantee that registered pesticides do not pose any risk to human health, thus unnecessary exposure to pesticides should be avoided. The EPA has issued the statement that where possible, persons who are potentially sensitive, such as pregnant women, infants and children, should avoid unnecessary pesticide exposure.

Sincerely,

Carlos Ramirez
MEMORANDUM

TO: All Staff, Faculty and Parents/Guardians

FROM: Carlos Ramirez, Director of Facilities

DATE: July 2019

RE: Annual Asbestos Management Notification

This memorandum shall serve as the annual notification to interested parties regarding asbestos management activities performed for the Brookfield Schools facilities in Cherry Hill, New Jersey, and Haddon Heights, New Jersey, as required by 40 CFR Part 763.93(g)(4) (Asbestos Hazard Emergency Response Act). A copy of the Asbestos Management Plan is available to the public for viewing during normal business hours (8:00 AM to 4:00 PM) Monday through Friday at the Brookfield Schools administration office (1009 Berlin Road, Cherry Hill, New Jersey 08034), and at each facility. The most recent mandatory AHERA inspections of the facilities were performed on January 23, 2019, by Steven J. Flanagan of Horizon Environmental Group, Inc. (P. O. Box 316, Thorofare, New Jersey 08086). Mr. Flanagan is accredited as a Building Inspector by the United States Environmental Protection Agency. The firm of Horizon Environmental Group, Inc. (P. O. Box 316, Thorofare, New Jersey 08086), has been retained by Brookfield Schools to act as Designated Person for its Cherry Hill and Haddon Heights facilities from July 1, 2019 to June 30, 2020. Horizon Environmental Group, Inc. shall provide accredited personnel to perform Designated Person activities required under AHERA. The next required inspection of each school facility is scheduled to take place in July 2019. The results of these inspections shall be presented at a meeting. Two-hour awareness training for custodial staff and other interested persons shall be performed if needed. No response actions or other activities that would disturb or remove asbestos-containing materials are planned at this time. Notification of planned response actions or other activities shall be presented at a meeting at least month prior to the activity.

Any questions regarding this notification or any activities related to asbestos-containing materials may be directed to the Administration Office.

Thank you for your cooperation.
NON-UNION STAFF
EMPLOYMENT POLICY MANUAL
ACKNOWLEDGEMENT FORM

I, ______________________________, that I have received a copy of the 2018-2019 Non-Union Staff Manual of BROOKFIELD SCHOOLS (“Brookfield”) and I understand that I should read it and become familiar with it.

I further understand that:

A. I am an employee, At-Will which means that Brookfield Schools can terminate my employment any time, with or without notice and with or without cause. This is true regardless of what may be stated elsewhere in the Manual or other writing give to me by Brookfield Schools. I may also resign my position at any time with the understanding that I must give 60 days’ written notice to Brookfield Schools, with or without cause as per N.J.S.A. 18A:28-8.

B. Brookfield Schools can, on its own, change or discontinue any policy in This Manual or other writing, or change any working conditions without having to consult with anyone or without anyone’s agreement.

C. No one other than the Executive Director/Superintendent can enter into any agreement that is contrary to the policy state above. If any such contrary agreement is made, it must be in writing and signed by the Executive Director/Superintendent.

D. This is Brookfield Schools’ current Staff Policy Manual and all prior manuals are void.

Date: _______________

Employee’s Signature: __________________________________________________________

If you would like to review Brookfield Schools’ comprehensive policies and procedures manual, please see your building Principal, Executive Director/Superintendent, or the School Business Administrator.