BROOKFIELD SCHOOLS
UNION-STAFF MEMBERS
EMPLOYEE MANUAL

IN ACCORDANCE WITH
Brookfield Academy Federation/NJSFT, AFT, AFL-CIO Agreement

Effective 2017 – 2020
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MISSION STATEMENT

The mission of Brookfield Schools is to provide innovative, practical, and effective educational and therapeutic services for students with special emotional and behavioral needs that will put them on the pathway to success toward becoming productive members of society.

EDUCATIONAL BELIEFS

Proposed as the school's fundamental convictions, values and character:

WE BELIEVE good communication enhances our common work goals.

WE BELIEVE the behaviors that we demonstrate serve as role models for our students.

WE BELIEVE that we all need to feel loved and valued in order to grow.

WE BELIEVE that involvement of all people is essential to maximum success of a community.

WE BELIEVE that diversity provides an opportunity to strengthen and enrich society.

WE BELIEVE that a physically and emotionally safe environment is essential to the overall quality of life.

WE BELIEVE that our students are individuals with unique strengths, abilities and needs.

WE BELIEVE that all people are born with inherent value, therefore, deserve fair treatment, respect, and dignity.

WE BELIEVE that the focus of our time at work should be our work.

WE BELIEVE that it is everyone's responsibility to nurture and respect children.

WE BELIEVE that the wellbeing of society is dependent upon the honesty and integrity of its people.

WE BELIEVE that lifelong learning is necessary in a changing world.

WE BELIEVE that people have the freedom to practice their beliefs if 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 employee.

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 a documented Mantoux Skin Test administered within the previous six months of employment does not have to be re-tested. New employees who have worked in other New Jersey schools do not have to be re-tested if they provide documentation of 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 protective classification.

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

9. A full-time employee is any employee regularly scheduled to work thirty (30) hours per week or more. Part-time employees are those regularly scheduled to work less than thirty (30) hours per week. As of January 1, 2012, a full-time employee is any employee regularly scheduled to work thirty (30) hours per week or more. Part-time employees will be those regularly scheduled to work less than thirty (30) hours per week.

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 the written request of a current or former employee, the employee’s Annual Performance Evaluation from the previous twelve (12) month period will be made available to a prospect employer or other, designated third party.
3. There shall be one (1) official personnel file (excluding medical records) for each employee that shall be maintained in the Business Office. This file shall include, but not be 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 unit 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 unit employee’s personnel file, the employee shall be made aware of this decision and shall be given an opportunity to review said material and attach a written comment or rebuttal to the report or record.

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

Professional ethics for teachers, paraprofessionals, 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 include:

Education Staff

- Respecting confidentiality of pupil records.
- Respecting confidentiality of personal records.
- Avoiding favoritism or the appearance of 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.
- Avoid the appearance of harassment (sexual or otherwise).
- Not representing one’s self 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 are 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, therapist, administration and educational support staff should constantly set a high value on the well-being of each pupil and pupils in general.

3. Teachers, paraprofessionals, therapists, administration and educational support staff should set a high value on successful, sustained and valuable learning by each pupil.

4. Teachers, paraprofessionals, therapists, administration and educational support staff should exhibit a positive attitude towards teaching and therapy as a vocation. A positive attitude is 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 is, cooperative problem solving.

5. Teachers, paraprofessionals, therapists, administration and educational support staff should be able to accept appropriate criticism constructively.

6. Teachers, paraprofessionals, therapists, administration and educational support staff should solicit evaluation of various aspects of their job performance.

7. Teachers, paraprofessionals, therapists, administration and educational support staff should be able to objectively evaluate self and set personal goals for professional improvement.

8. Teachers, paraprofessionals, therapists, administration and educational support staff should be helpful to parents by appropriate communications and reports.

9. Teachers, paraprofessionals, therapists, administration and educational support staff should be helpful to colleagues.

10. Teachers, paraprofessionals, therapists and educational support staff should be helpful to administration with respect to legitimate requests and cooperative projects.

11. Teachers, paraprofessionals, therapists, administration and educational support staff should 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.

12. Teachers, paraprofessionals, therapists, administration and educational support staff
should constantly aim to act to provide a role-model daily to peers and pupils by demonstrating growth in one’s profession, or paraprofessional.

13. Teachers, paraprofessionals, therapists, administration and educational support staff should avoid prejudices related to race, religion, age gender, and political affiliation.

14. Teachers, paraprofessionals, therapists, administration and educational support staff must be punctual and conscientious in performance of duties.

15. Teachers, paraprofessionals, therapists, administration and educational support staff must treat and encourage others, (pupils), to treat school property with care.

16. Teachers, paraprofessionals, therapists, administration and educational support staff 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.

17. Teachers, paraprofessionals, therapists, administration and educational support staff should be flexible in dealing with the inevitable changes in school organization and policies, curriculum content, and pedagogy that will occur during your career.

18. 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:
1. Represent themselves honestly in the application and selection procedure;
2. Report to work as scheduled;
3. Discuss complaints with their immediate supervisor or through approved channels;
4. Not advise or counsel pupils except in special cases with the knowledge and consent of the Principal;
5. Complete thoroughly their assigned tasks;
6. Endeavor to establish good working relationships with other employees, professional as well as non-professional;
7. Commit themselves to providing the best possible services for pupils;
8. Uphold all rules and regulations as set by the Board, the Executive Director/Superintendent, and the Principals;
9. Keep the trust under which confidential information may be given;
10. Adhere to all the conditions of a contract;
11. Give prompt notice of any change in availability for continued employment;
12. Protect and care for school property.

EMPLOYEE FACILITIES AND MAINTENANCE

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

STAFF LOUNGE

The Academy shall continue to make available a staff lounge for employee and Federation uses. The Federation shall be given a space for meetings outside their regular work day that is mutually agreed upon by Administration and Local AFT President.

CONFLICT OF INTEREST

Brookfield Academy employees are not permitted to offer to any Brookfield Academy students any services that could be provided for by Brookfield Academy itself. Brookfield Academy employees, with Administrative approval, may provide outside services to Brookfield Academy students only if Brookfield Academy does not provide the sought-after service.

All requests for Brookfield Academy employees to present information related to their job responsibilities at workshops, conferences, or similar activities should be directed to the Executive Director/ Superintendent for approval.

STIPEND FOR ADDITIONAL CREDITS

Pursuant to Article XIX: Salaries and Wages, 19.0(c) and 19.1(c) [page 34 and 35 of the AFT Union Agreement] the following guidelines are applicable when full-time teachers or therapists attain additional credits or degrees:
1. The credits must be taken after the completion of a degree.
2. The credits must be equivalent to or at the graduate level.
3. The content of the course work must be relevant to one’s responsibilities at the Academy.

LONGEVITY

1. Longevity shall be paid to all employees hired prior to July 1, 2014 for the following years of consecutive service to the Academy at the following rates:
   A. Certified Staff
      1. Upon the completion of six (6) years of service $750
      2. Upon the completion of twelve (12) years of service $1250
      3. Upon the completion of eighteen (18) years of service $1800
   B. All Other Staff Members
      1. Upon the completion of six (6) years of service $400
      2. Upon the completion of twelve (12) years of service $750
      3. Upon the completion of eighteen (18) years of service $1500

2. Longevity shall be paid to an eligible employee in a lump sum included in the employee’s last paycheck for the applicable school year.
3. 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 Plans 403 (b)

Retirement Plan

Participation in the Academy’s 403(b) Plan is available to all employees at time of hire. This is a voluntary contribution with no participation by the employer. Information about the plan may be obtained from the Business Office.
SEP/IRA Retirement

Participation in the Academy’s Simplified Employee Pension (“SEP”) Plan is available to all unit employees who have completed two (2) years of service. The amount invested shall be based on the negotiated rate with the Federation. Information about this plan may be obtained from the Human Resources Coordinator. The current negotiated rate is 4.5%

**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 Academy 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, 2017, the School will pay up to $803.57 (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 unit employees covered by their current Agreement. 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 Academy feels it is important to assist staff related to personal problems that can affect work, health and family. Paychex Balance Works (1-800-327-2255) and ComPsych (800-272-7255) are available to every employee and their family members. Services are provided in the areas of financial, family, legal and personal. These free confidential services can be accessed by calling.

**125 Plan**

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

**Flexible Spending Account**

Brookfield Academy sponsors a flexible spending account for all employees. Employees may elect to deduct, on a pre-tax basis, up to $2,500 for out-of-pocket medical expenses and up to $5,000 for dependent care expenses.

**Terms and Plan Administrator**

For all of the insurance coverage and benefits described, the School reserves the right, at its discretion, to change, alter and/or amend the benefits (including changing the cost of coverage, premium contributions, co-pays and deductibles, plan design, insurance carriers and/or becoming fully or partially self-insured) so long as those changes, alterations and/or amendments apply equally to the union employees and similarly situated non-management, non-bargaining employees of the School and all of the requirements are met. The School shall provide prior notice to the Federation of such changes, alterations and/or amendments to these benefits and shall meet and discuss same with the Federation upon request.

**Tuition Reimbursement**

The tuition reimbursement benefit has been revised:

1. Effective for the term of the new Agreement, the School shall provide tuition reimbursement as follows:
   A. Up to four-thousand dollars ($4,000) per school year for a teacher to become certified as a Teacher of Students with Disabilities;
   B. Up to two-thousand dollars ($2,000) per school year for a teacher to become certified in the content area in which he/she is teaching;
   C. Up to two-thousand dollars ($2,000) per school year for a teacher assistant to become certified as a Teacher of Students with Disabilities;
   D. Up to two-thousand dollars ($2,000) per school year for a teacher assistant to become certified in a content area, provided the School determines there is a need for such.

2. No more than four (4) unit employees may receive tuition reimbursement as described above in any school year. Employees shall be eligible for tuition reimbursement on a first come, first served basis, except that priority will be given to employees who are required by the School to become certified Teachers of Students with Disabilities.

3. Tuition reimbursement is contingent on the School’s prior approval of the courses and the employee receiving a “B” or better.

4. An employee will be required to repay to the Academy 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 the Academy. 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, employee’s spouse, or child;
D. Death of an immediate family member; or
E. Retirement.

5. Employees seeking tuition reimbursement will be required to execute an agreement reflecting the substance of subsections 21.3(a) and 21.3(b) of the Agreement between Brookfield Academy, Inc. and Brookfield Academy Federation/NJSFT, AFT, AFL-CIO.

**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 officer’s or employee’s home and the school or 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 the 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 round-trip 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 is 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 (1-800-695-8133).
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 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 as Brookfield Schools, 1009 Berlin Road, Cherry Hill, NJ 08034, Eligibility #77751 and not the school where you work. The phone number is 1-800-232-6600.

WORK YEAR AND WORKDAY

The work year for certified staff, assistants, crisis aide and food services associate shall be 185 days in 2019-2020 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 shall be required to attend three (3) additional days of in-service training/orientation.

The workday for all full-time certified employees and the food services associate shall not exceed seven (7) hours, including a half-hour paid lunch break. The workday for the crisis aide and assistants shall not exceed seven (7) hours, including a half-hour paid lunch break. The workday for all full-time custodial staff shall not exceed eight (8) hours, including an hour paid lunch break. The workday for support staff will be 7.5 hours which includes a one-half hour (.5) paid lunch; the job duties of members of the Administration may require longer hours on occasion. Employees shall indicate each arrival and departure from duty by indicating arrival and departure time in the “sign-in” register or finger scan clock. Employees shall not sign in or out for others.

The workday for certified staff shall be as follows:

Brookfield Academy 8:00 a.m. to 3:00 p.m.
CASTLE Homebound Programs 8:00 a.m. to 3:00 p.m.
Transition to College 8:00 a.m. to 3:00 p.m.

All other school-based programs – The workday shall be set by agreement between the Academy and the relevant District and shall be within that District’s regular school hours.

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

Secretaries, Receptionist, Custodians

The regular workday for the school secretary(s) shall be either 7:30 a.m. to 3:00 p.m. or 8:00 a.m. to 3:30 p.m. The regular workday for the secretary/receptionist(s) shall be either 7:30 a.m. to 3:00 p.m. or 8:00 a.m. to 3:30 p.m. The work hours for all part-time employees shall be set by the Academy. Where mutually agree- able, these hours may be changed.
LUNCH PERIOD

All certified and non-certified classroom employees, the crisis aide and the food services associate shall have a thirty (30) minute paid lunch period. Employees may leave the building during their lunch period providing they clock in or out.

LUNCH COVERAGE

The crisis aide and assistants will be assigned to café coverage during their classes’ lunch periods.

PREPARATION PERIOD

All certified staff shall be 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. In such cases, the employee shall receive permission to leave work early at a time mutually convenient to the employee and the Academy.

EVENING FUNCTIONS

Certified staff members may be required to attend two (2) evening programs per school year at their assigned campuses: Back to School Night and Graduation. Each school year, Assistants, Crisis Aide, and any other Aides are required to attend Back to School Night at their assigned campuses.

SUMMER WORK

The Academy, at its discretion, may elect to provide and staff a Summer School Program. When vacant, the staffing of such positions shall be in accordance with the agreement with the Federation. As of the 2014-2015 school year, the rates increased to $21.00 per hour and $34.00 per hour respectively.

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.

CREDIT COMPLETION WORK

Employees selected for credit completion work, beyond the work of the Credit Completion Coordinator, shall be paid $19.00 for 2019-2020 school year. Employees will be chosen for credit completion duties in accordance with seniority the provisions of the agreement with the Federation.
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 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 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 Business Office.
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 the Brookfield Transition to College Program and have an accident or are injured, you are to go directly or call the Academy 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.

2. If you work at any of our Homebound Programs (Castle) and have an accident or are injured, you should call the school nurse at Brookfield Academy (856-795-8228, Ext. 224) or the administrative assistant to the Executive Director/Superintendent (856-795-8228, Ext. 228) to report your accident or injury. Either of them 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. In the event you need emergent care (e.g., heart attack, serious injury) you may seek immediate care without immediately turning in a 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 a Homebound 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 IS 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.

4. 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 (10) month employee shall be entitled to ten (10) days sick leave each school year. Each full-time twelve (12) month employee shall be entitled to twelve (12) days sick leave each school year. In the case of both ten (10) and twelve (12) month employees, these days shall be prorated when employees do not work the entire school year (one (1) day per month). Part-time employees shall receive pro-rated sick leave days based upon their regularly scheduled work hours.

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

3. A statement of accumulated sick leave shall be provided to each employee with the last paycheck of each school year. Each employee may, upon request, be notified in writing of his accumulated sick leave to date; such requests shall not be made more than twice per academic year.

4. Accumulated sick leave days may be used for an emergency or illness in the immediate family once an employee’s personal leave days have been exhausted.

5. If an employee takes three (3) consecutive sick days, the Academy may require a physician’s statement in a form satisfactory to the Academy. Except in an emergency, to use a sick day, employees must call the Principal’s office, or his/her designee before 7:00 a.m. on the sick day.

6. Upon leaving the Academy’s employment voluntarily, all employees with ten (10) or more years of service with the Academy shall be entitled to the following payment for every accumulated sick day up to ninety-five (95) days: certified staff will receive One Hundred Dollars ($100.00) per accumulated sick day; non-certified staff shall receive Seventy-Five Dollars ($75.00) per accumulated sick day. The employee shall receive the lesser of: the maximum payment which constitutes an “allowable cost” under law, applicable regulation or rule.

7. At the end of each school year, employees may “sell back” the lessor 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 ten (10) sick days in his/her bank.

**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. Personal leave includes religious holidays not scheduled in the school calendar. Personal days may not be used to extend holidays, vacations or weekends. Under unique circumstances, an exception can be made at the discretion of the Superintendent.

2. All full-time employees who have completed their probationary period of one year
shall receive three (3) personal days. All part-time employees who have completed their probationary period shall receive one (1) such personal day.

3. All full-time probationary employees shall receive two (2) such days upon completion of three (3) months of active employment. Request should be made to the Executive Director/Superintendent at least two (2) days in advance except for emergencies. Personal days may not be used to extend holidays, vacations or weekends. 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 up to two (2) professional days 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 employee shall be entitled to leave with pay for a maximum of five (5) working days or scheduled workdays lost in the event of the death of a parent, sibling, child (including adopted and foster children), spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepparents, stepsiblings, and stepchildren. “Spouse” shall include an employee’s “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 (10) calendar day period commencing with the date of death. If the Academy so requests, proof of death and the employee’s relationship to the deceased must be provided. Part-time employees shall receive pro-rated bereavement leave.

2. Leave shall be provided for two (2) workdays in the event of the death of an aunt, uncle, cousin, niece, nephew, brother-in-law, or sister-in-law.

3. In the event of the death of an employee or student, employees shall be permitted to attend the 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 in to
Human Resources. If the employee is out more than three days, either consecutive or non-consecutive, the reimbursement check must be turned in to Human Resources.

SABBATICAL LEAVE

The Executive Director/Superintendent may approve a sabbatical leave without pay for the purpose of furthering one’s professional development in accordance with the guidelines outlined by the Federation contract. Refer to the contract for specific requirements.

An employee on a sabbatical leave is entitled to have all benefits paid by the Academy.

FAMILY AND MEDICAL LEAVE

The Academy shall comply with the Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”). Detailed information is contained in the Federation Agreement beginning on page 19, 15.2.

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

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee’s child after birth, or placement for adoption or foster care;
3. To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
4. 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

1. 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 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

1. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an 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.

2. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

1. 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 treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

1. 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 advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.
2. Employees must provide enough information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Enough 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 periodic 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

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

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

You may also refer to the Federation Agreement page 19, 15.2 for FMLA information.

MILITARY LEAVE

The Academy shall grant military leave in accordance with the applicable law.

FEDERATION LEAVE

The Federation shall be entitled to up to a total of six (6) days annually for leave for Federation business. The Federation shall make all such requests to the Executive Director/Superintendent in advance. The total of six (6) days will be distributed to Federation representatives at the discretion of the Federation, but such distribution shall
not exceed the six (6) annual days.

**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 twelve (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 (2) weeks paid vacation after completion of one full contracted year and three (3) weeks paid vacation after completion of fifteen (15) full contracted years.

3. Twelve (12) month staff may accrue one week of vacation time from one year to the next.

4. Twelve (12) month employees may not schedule to be off the full week prior to Labor Day.

5. Each regular full-time custodian who has successfully completed his/her probationary period shall be granted vacation leave time as follows:
   A. More than one (1) year of service and less than seven (7) years of service - two (2) weeks;
   B. Seven (7) years of service and less than ten (10) years of service - two (2) weeks and two (2) days;
   C. More than ten (10) years of service - three (3) weeks.

**DRESS AND PERSONAL CARE**

The Board of Trustees and staff agree that the appearance and dress of bargaining unit members can have a significant impact upon the educational program of the School. The attitude of 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, consistent with Section 4.0 of the Brookfield Academy Federation/NJSFT, AFT, AFL-CIO Agreement and Brookfield Schools, which gives the School the right to promulgate a reasonable Appearance and Dress Code for all bargaining unit 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 sports 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 always.

The School shall provide practical arts teachers, science teachers, related arts teachers and teacher assistants assisting them 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 excessive 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 time required to do this is unpaid.

**EMERGENCY SCHOOL CLOSING**

In the event of the emergency closing of school, the information will be broadcast over Radio Station KYW-AM (1060) and several other Philadelphia area radio and television stations. School closings will be placed on the school answering machine by 6:30 a.m. The staff will be alerted of emergency closings through the Honeywell Alert System. **If you do not update your registration, you will not receive notification of school closings.**

Transition to College Program staff should only be out when Camden County College is closed.

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 T2C (Camden County College)** - CODE NUMBER IS 559

**FIRE DRILLS & SECURITY DRILLS**

In accordance with N.J.S.A. 18A:41-1, at least one fire drill and one school 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 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, non-fire evacuation, bomb threat, and lockdown security drills annually. Fire alarm systems shall be initiated only during a fire drill evacuation.

Responses made necessary by the unplanned activation of emergency procedures or by any other emergency shall not be substituted for a required school security drill. A fire evacuation plan is posted in each room.
**SECURITY**

Brookfield Academy is available to all staff from 7:00 a.m. to 3:30 p.m., five (5) 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.

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

It is imperative that all employees make sure that the outside doors to the school remain locked and closed at all time. This is for the security of everyone at Brookfield.

**SMOKING**

The State of New Jersey prohibits smoking and/or possession of tobacco products, including the use of smokeless tobacco and snuff, or the inhaling or exhaling of smoke or vapor from an electronic smoking device 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.

The Academy prohibits the possession, sale, and use, transfer, purchase, or being under the influence of drugs and/or alcohol in the workplace or during Academy 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.

The Academy 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 Director of Student Services 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 with the intent to distribute either on or near school property or at 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 student contact time, class sessions or meetings. Return calls may be made only during staff lunch periods when away from the students. In the case of an emergency, please advise the Administrator. Staff shall not be texting other than during 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. Regarding social internet sites such as Facebook, Snapchat, Instagram, Twitter, etc. the Board cautions staff members that contact with students through these sites is considered inappropriate conduct that is unbecoming to a Brookfield staff member. 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 pupils or employees for personal use must be preapproved by the Superintendent. The user of 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 who works with students going on the trip, such as nurse, therapist, and physical education teacher. On the day of the trip and prior to departure, the staff is responsible for turning in attendance for the students going on the trip.

VISITORS

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

WEAPONS

Weapons of any nature are not allowed in 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 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.

2. A formal observation shall consist of one classroom period.

3. An alternative method of observation for therapists may be used.

4. 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 the Academy deems relevant.

PROBATIONARY PERIOD; DISCIPLINE/DISCHARGE

The first calendar year of employment shall be a probationary period at which time the Academy may discharge any employee for any reason within the limit of the law. Such discharge shall not be subject to the Grievance and Arbitration provisions of the agreement with the Federation. No employee who has completed his probationary period shall be disciplined or discharged without just cause.

PROGRESSIVE DISCIPLINE

Regular and punctual attendance is essential to maintaining a professional atmosphere at Brookfield Academy, and to providing the level of educational services our sending school districts have come to expect from us, and for which have contracted. This policy is designed to promote those goals through the establishment and maintenance of consistent standards for employee absenteeism and tardiness/leaving early.

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.

Reporting for work at least thirty (30) minutes after the scheduled start of an employee’s work day or leaving work at least thirty (30) minutes before the scheduled end of the employee’s work day shall be considered one occurrence under this policy.

2. Signing In/Out

An employee’s failure to sign in or out 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 for absences covered by sick time, personal day, vacation, jury duty, bereavement leave, Federation leave, sabbatical leave, FMLA leave, professional leave, extended family and medical leave, military leave or other approved leave of absence.

Where possible, and as required by the Collective Bargaining Agreement, 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

Employees seeking to cover an absence with a sick day must follow the proper call-in procedure described in Section 15.0(f) of the Collective Bargaining Agreement. 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.

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 a.m. and 7:00 a.m. on the sick day or before 10:00 p.m. the night before.

5. Additional Call-In Procedures

In the event an employee anticipates being late for work, the employee should report this to the administrator by contacting the School Secretary. This will still count as one-half (.5) of an occurrence. In the event an employee fails to appear for work for an entire day and fails to call in and notify the Academy within thirty (30) 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. Call-ins shall be made to the administrator through the School Secretary.

6. Guidelines for Frequency Based Progressive Discipline
The following shall be the course for progressive discipline:

Third Occurrence: First written warning
Fourth Occurrence: Second written warning
Fifth Occurrence: Suspension of two days (not to be taken concurrently with or substituted for any other scheduled leave or paid time off).
Sixth Occurrence: Suspension of one week (not to be taken concurrently with or substituted for any other scheduled leave or paid time off).
Seventh Occurrence: Termination

7. Occurrences shall accrue on a yearly basis: July 1 through June 30. Each July 1, all employees’ 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 intent to abuse the attendance policy.

Please note that where, in the Academy’s 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

Employees shall receive written notice as to whether the Academy intends to re-employ them in the subsequent academic year by April 30. Employees shall notify the school in writing by May 15 whether they intend to return to work the following school year.

SENIORITY, VACANCIES AND NEW POSTINGS

Seniority shall be defined as the length of an employee’s continuous service with the Academy from the date of hire. Seniority shall not begin to accrue until after an employee successfully completes the probationary period. Upon completion of the probationary period, seniority shall be retroactive to the date of hire.

In cases of promotions and filling permanent vacancies and new positions, the Academy shall consider: job performance records, attendance and tardiness records, skill and
ability to perform the work, and other factors specified on the job posting.

If two or more employees are equally qualified, seniority shall govern.

All cases of layoffs, recalls, demotions, and reduction in force shall be determined solely based on seniority within the relevant job classification, assuming the skill and ability to perform the work. The Academy shall post a notice of the vacancy on the Federation Bulletin Board in the teacher’s lounge for a period of ten (10) school days. Any employee who has completed his probationary period may apply in writing, in accordance with the posting notice.

Any employee who applies and is chosen for a new job must serve a six (6) month probationary period therein. If the employee is performing unsatisfactorily, the Academy may remove and return the employee to his former position at the Academy.

**STIPENDS**

Stipends paid for the following positions based on the agreement with the AFT are as follows:

- T2C Program Coordinator
- Basketball Coach
- Soccer Coach
- Softball Coach
- Cheerleading Coach
- Year Book Advisor
- Student Newspaper Advisor
- Senior Class Advisor
- Student Government Coordinator
- Horticulture Advisor
- Paraprofessional Leading a Club
- Vocation Education (Work Study) Coordinator

The administration will determine which stipend positions will be available for the following school year.

**LAYOFF**

For positions covered by the Federation Agreement

1. All cases of layoffs, recalls, demotions and reductions in force shall be determined solely based on seniority, within the relevant job classification, assuming the skill and ability to perform the work.

2. An employee subject to layoff for any reason shall be permitted to “bump” into another job classification in the following circumstances: any employee may bump into a previously held position if the employee held that position with the Academy.
SEXUAL HARASSMENT

Sexual Harassment – 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 – Staff
1. It is the policy of Brookfield Academy (“Brookfield”) 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; 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 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 of the same gender.

5. Harassment based on sex, race, national origin, religion, age, color, physical or mental disability, sexual orientation, marital status, veteran status, and other legally protected classifications exists in instances such as:

   Negative statements, jokes, insults, and/or offensive pictures or drawings are directed to an employee because of his or her 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 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. If, for any reason you are uncomfortable speaking with either the Principal or the Executive Director/Superintendent, you may report the incident to the following individuals: Director of Intakes or Administrator.

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's investigation confirms that harassment or other improper behavior has occurred, the School will take prompt, appropriate action. Such action may include, for example, training, 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 of 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 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 (1-877-652-2873). The employee may release information to DCF in accordance with the 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.

When handling student information the following rules should always be followed:

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 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 weapon or other dangerous objects.

3. For the protection of persons or property.

4. Individual is danger to self.

DISCIPLINE (Staff)

The Academy 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 the Academy.
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: mediation sessions, verbal warnings, counseling, sensitivity training, and letters of 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 fund-raising activities by school organizations require prior approval of the Principal. Students may solicit and collect money on behalf of the school organizations once the fund-raising activity has been approved. These procedures include fund-raising activities held off 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’ mailbox.

**REST ROOMS**

All faculty members are requested to keep a watch on the rest rooms. Please make a general practice of dropping in whenever you pass a lavatory. This is particularly important considering the schools’ no smoking policy and anti-drug policy. All violations of this aspect of the discipline code should be taken to the respective supervisor immediately.

Teachers are asked, however, to be professional always when making determinations in the lavatory area.
PERSONAL SEARCH PROCEDURES

There are times when, in the opinion of an employee, a student is suspected of 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 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 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:
     1. The Principal (or designee) will be contacted:
        a. The Principal (or designee) will interact with the student to obtain the student’s cooperation and surrender of the suspected substance/object.
        b. If unsuccessful, the Principal (based on his/her judgment of the 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:
           1. If the parent is willing to come to school, the student will be isolated and observed by staff until the parent arrives
           2. If the parent cannot come to the school, but grants permission, the Principal or designee will conduct the search
           3. If the parent cannot come to the school, but rejects permission, the Principal, acting with reasonable suspicion, may conduct the search without the parent.
           4. 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 responsible.
   2. A search is constitutionally justified at its inception if school officials have reasonable grounds—based on all 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 than the probable cause standard used by police. If the building administrator has reasonable suspicion that a student is in possession of an item 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.

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

4. 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 and/or Administrator. In turn, the Principal or Administrator 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 of a threat against the life of another person with the intent to commit homicide. Such threats need to be reported immediately to the Assistant Principal. Parents of the student stating 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.

For the student stating the homicidal threat to return to school, the following procedure must be completed:

1. Screening at a Crisis Center or a by a private psychiatrist for homicidal intent.
2. Written permission by a Crisis Center screener or 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 BUILDING 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
Brookfield Schools’ personnel will comply with the 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. Recordings 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 of 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.
September 2019

RE: Brookfield Academy Annual Integrated Pest Management Notice of School Year 2019-2020

Dear Parents/Guardians and Staff Members:

This notice if being distributed to comply with the New Jersey School Integrated Pest Management (IPM) Policy and has been implemented to comply with this Law. IPM is a holistic, preventative, approach to managing pests which is further explained in the schools 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;

Carlos Ramirez  
(856) 795-8228 ext. 238  
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. The IPM Coordinator is also available to parents, guardians and staff members for further information or to discuss the IPM activities and pesticide use at the School.

As part of a school pest management plan, **Brookfield Academy** 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 labels do 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  
Facilities Manager
MEMORANDUM

TO:       All Staff, Faculty and Parents/Guardians

FROM:    Carlos Ramirez, Director of Facilities

DATE:    July 2018

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 18, 2018, by Steven J. Flanigan of Horizon Environmental Group, Inc. (P.O. Box 316, Thorofare, New Jersey 08086). Mr. Flanigan 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, 2018 to June 30, 2019. 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 2018. 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.
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
ACKNOWLEDGEMENT OF PERSONNEL POLICIES
FOR;

Brookfield Schools Union Staff Members
Brookfield Academy
Brookfield Transition to College Program
CASTLE Homebound Programs

I, ______________________, have received and reviewed a copy of the Personnel Policy Manual for Brookfield Schools Union Staff Members that is in accordance with Brookfield Academy Federation/NJSFT, AFT, AFL-CIO Agreement, effective July 1, 2017 through June 30, 2020. My signature below acknowledges the above and confirms my willingness to adhere to the policies as outlined.

Signature: ________________________________

Date: ________________________________

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.