2000-2003

**AGREEMENT** 

between

BERGENFIELD BOARD OF EDUCATION

AND

BERGENFIELD EDUCATION ASSOCIATION

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## PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 303, P.L. of 1968 as amended by Chapter 123, of 1974, THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ by and between the BERGENFIELD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the BERGENFIELD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

### RECOGNITION

The Board hereby recognizes the Bergenfield Education Association as the exclusive negotiating representatives, as defined under the laws of the State of New Jersey and in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, (as amended) for custodians, secretaries, bus drivers, classroom aides and all certified teaching personnel under contract and all certified part-time hourly employees. The categories of certified personnel included are: classroom teachers, guidance counselors, nurses, special subject teachers, (art, librarians, music, physical education and reading), special education teachers, speech therapists, part-time hourly employees, and pupil personnel staff; excluding, school business administrator, assistants to the superintendent, principals, assistant principals, directors and supervisors. The secretary to superintendent, secretary to school business administrator, secretaries to the assistant to the superintendents for personnel, payroll manager and office manager shall be excluded from the collective negotiations unit as The term "employee" when used "confidential" employees. hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the negotiating unit as above defined.

# NEGOTIATION OF SUCCESSOR AGREEMENT

- 1. The Board and the Association shall exchange proposals no later than December 1, 2002.
- 2. The parties shall commence negotiations concerning these proposals during the month of December or as soon as a mutually agreeable date is set.
- 3. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. The proposals specified in section 1 above will represent all of the proposals of the parties. As agreements are reached on items, they shall be reduced to writing and initialed by the duly authorized representatives of the Board of Education and the Bergenfield Association. It is understood that the Board and the Association reserve the final authority to review, ratify or reject any tentative agreements reached by the parties' representatives.

### GRIEVANCE PROCEDURE

# A. DEFINITION:

A grievance for all purposes except arbitration shall consist of any claimed inequitable application or interpretation of the rules, regulations, or contracts bearing upon the employment relationship. For all purposes of arbitration a grievance shall consist of a claimed inequitable application or interpretation of the terms and conditions of this agreement.

## B. PROCEDURE:

Step 1 - Informal discussion between building principal and/or director and the grievant at which the Association representative may be present. If no agreement is reached, the grievance and answer shall be reduced to writing within five (5) school days. (No grievance shall be filed later than thirty (30) school days after the alleged grievance became known or should have become known to the aggrieved. Only the Association or Superintendent of Schools may carry a grievance beyond this step).

Step 2 - The written grievances shall be presented to the Superintendent of Schools within ten (10) school days by the Association President or his/her designee and a meeting thereon shall be held within five (5) school days. The Superintendent's answer, in writing, shall be delivered within ten (10) school days of the meeting. The Association or Superintendent of Schools may

initiate group grievances at this step.

Step 3 - If the matter is not settled, the written grievance and written answers shall be submitted within ten (10) school days to the Board or its subcommittee. The Association shall meet with the Board or its subcommittee to discuss the grievance within fifteen (15) school days of the presentation of the grievance. A decision in writing shall be rendered by the Board within fifteen (15) school days after the meeting. Where no arbitrable grievance, step 3 shall be the final step.

Step 4. - Arbitration grievances as defined in Paragraph A above shall concern the application and interpretation of the terms of this agreement. Within ten (10) school days of the Board's action if unsatisfactory to the Association, it may, in writing, demand arbitration. In the case of which a grievance is submitted for arbitration, the arbitrator shall be selected from the panel of and pursuant to the rules of P.E.R.C., John Fitch Plaza, Trenton, New Jersey 08625.

Step 5 - Arbitration under this grievance procedure shall not include:

- The failure or refusal of the Board to renew the contract of a non-tenured teacher.
- Any matter which concerns a subject for which an alternate method of review is prescribed.
- 3. Any matter which concerns a subject of educational policy decision-making.

The arbitrator shall be bound by the language of the contract and

may neither add to, detract from, or in any way modify the same. The arbitration procedure shall be governed by the rules of the Public Employment Relations Commission. The opinion of the arbitrator shall be binding and any costs arising out of arbitration shall be borne equally between the parties.

### ARTICLE 4

# ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees, upon written request to the Superintendent and at a mutually agreeable time and place, to provide access to the Association to records normally available to citizens of Bergenfield. In addition, the Board will provide such other records as it deems advisable to assist the Association in its function, including agenda and minutes of all Public meetings of the Board of Education and work experience preparation table for employees covered by this agreement based on figures of August 31st.
- B. Representatives of the Association, BCEA, NJEA and NEA may be permitted to conduct official Association business on school property providing that it shall not interfere with or interrupt normal school operations or specifically approved functions. When the official Association business occurs during the in-school workday, the Superintendent or his/her designated representative shall approve such visits prior to their occurrence. When the official Association business

- occurs on school property outside the school workday or during the lunch period of the participant or participants, the Superintendent or his/her designated representative shall be notified of such visits prior to their occurrence.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Principal. Likewise the Association shall have the right to use school equipment, with the approval of the Principal, with the understanding that the Association will be responsible for the reasonable cost of all materials and supplies and the repair of damages
- D. The Association may install a bulletin board for its exclusive use in the faculty lounge of each school building.
- E. The Association shall have the right to use school mailboxes as it deems necessary for Association material and a copy of such material shall be placed in the principal's mailbox, prior to distribution. Such materials shall be distributed only before or after school hours or during the duty-free lunch period. Except in emergency circumstances, no material shall be hand distributed during the in-school workday.
- F. The President of the Bergenfield Education Association shall be allowed one free period a day in which to conduct official Association business. The President of the Association shall have the opportunity to be allowed one (1) additional free period if the Association so notifies the Superintendent in writing of their intention to exercise this option. Said

notice must be delivered to the Superintendent with a copy to the building principal no later than May 1st of the school year preceding the school year in which this additional period is to be used. In the event the option is exercised the Association shall pay the Board of Education the cost of this free period which the parties agree is 1/6th of the President's annual wage and shall be paid in full no later than January 1.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the unit and to no other minority within the recognized organization.

## ARTICLE 5

## TEACHER EMPLOYMENT

A. 1. The Superintendent of Schools and the Board of Education shall determine each teacher's place on the scale on the basis of training and experience in comparable schools up to a maximum of eight years. No teacher entering with experience outside the Bergenfield system shall be placed at a point higher on the scale than any teacher with equal experience within the system. This provision does not limit the prerogative of the Superintendent from giving credit for more than eight (8) years experience in

- situations deemed necessary for the good of the school system.
- 2. Veterans who have been on active duty in the Armed Forces since July, 1940 will receive full teaching credit for military service up to a maximum of four years. However, credit for teaching experience in any school system added to military service shall not exceed eight years (for this purpose one year of military service equals one school year).
- 3. Credit, not to exceed two years may be granted for service in the Peace Corps, VISTA, National Teachers Corps work or on a Fulbright scholarship.
- B Teachers employed shall be notified of their contract and salary guide status on or before April 30.
- Teachers shall be notified of their class and/or subject assignments as soon as possible and no later than ten (10) calendar days prior to the end of the school year, except in case of necessary schedule changes.
- D Previously accumulated sick leave days will be restored to all teachers returning to the system from approved leave or R.I.F.
- E. No employee will be required to remain in a building or in any part of a building during the removal of hazardous materials when his/her presence in the building or part of the building is prohibited by Federal and/or State Law.
- F. The Board shall use its best efforts to notify classroom aides of their contract and salary guide status for the ensuing

- school year before the end of the current school year.
- G. All teaching staff members shall work the same contractual work year and shall be assigned to the same pupil contact time.

## TEACHERS' HOURS

- A. The normal in-school workday shall consist of not more than 6
  1/2 hours which shall include a duty-free lunch period. This
  does not include additional requirement as defined in (B)
  below.
- B. Teachers will be required to report for duty fifteen (15) minutes before the opening of the pupils' school day. Effective upon ratification, teachers shall be required to remain a minimum of ten (10) minutes everyday and shall be permitted to leave at an average of thirty (30) minutes after the close of the pupils' school day, with Kindergarten through grade 5 teachers being permitted to leave at an average of twenty (20) minutes after the close of the pupils' day. Special rules as to hours may be authorized by the Superintendent of Schools for particular grades and subject matter teachers in consideration of special needs; any hours in excess of above hours shall be with consultation with the President of the Association or his/her designee.
- C. Teachers shall indicate their presence in the building by

- initialing the faculty roster when they enter and leave the building.
- D. Classroom teachers having more than one year's experience in Bergenfield shall not be required to remain in the classroom when assigned specialist is in the classroom. The term specialist is defined as art, music, physical education and library.
- The normal workday of all 7-12 classroom teachers will E. 1. consist of the following: 5 teaching periods, 1 operation period, 2 preparation periods, 1 homeroom assignment and Effective September, 1996 the normal 1 lunch period. workday of all 6-12 classroom teachers will consist of the following: 5 teaching periods, 1 operation period, 2 preparation periods, 1 homeroom assignment and 1 lunch period. Reductions in the number of teaching periods and reduction of the student load may be at the discretion of the Superintendent of Schools. The Board has the right to require that all sixth through twelfth grade teachers teach five classes per day.
  - 2. Grades 6-12 will follow the same bell schedule with a 6 day rotational cycle. Team meetings for grades 6-8 will take place during operation periods on an alternating day basis. Teachers performing team meetings during the 1994-1995 and 1995-1996 school years shall be compensated at a rate of \$12.00 per period.
  - 3. The normal workday for elementary teachers will be six

hours and twenty-five minutes inclusive of a duty-free lunch hour, which represents an additional ten minutes at the beginning of the workday and ten minutes at the end of the workday over the workday prior to September, 1996. In addition, they shall be entitled to 180 minutes of preparation time per week. This does not include additional requirement as defined in paragraph B. Elementary teachers include kindergarten through fifth grade and the specialists in those grades.

- 4. In an emergency situation a teacher may be assigned an additional teaching period. If this occurs the teacher involved will be relieved of the one (1) operation period and the one (1) homeroom assignment. If a teacher is assigned an additional period he/she may opt for 1/6 of their base salary, in lieu of one (1) preparation period.
- 5. In connection with official duties, teachers shall receive a mileage reimbursement for expenses incurred in the ownership and operation of their automobiles within the course and scope of employment in an amount to equal the prevailing I.R.S. rate.
- All teachers are to attend Parent's Night/Afternoon, Open House Programs, Orientation Programs, In-service Training Programs and such other programs designated by the Superintendent of Schools. If teachers know they cannot attend, they shall arrange with the Principal or Director to fulfill their obligation.

- G. Teachers will be assigned to chaperon dances and other after school activities on a fair and equitable basis by the Principal.
- H. Notice of the agenda for any faculty or other professional meetings shall be given to the teachers involved at least two (2) days prior to the meeting. Beginning on July 1, 2001, there will be an additional day added to the teachers' school year, to be reserved for professional development. On July 1, 2002, a second day will be added for professional development. The school year shall be adjusted to one hundred eighty-four (184) days by July 1, 2002. To the maximum extent possible, these days shall be structured so as to be eligible for continuing education credits.

## TEACHERS' EVALUATION

## NON-TENURE

- A. There shall be at least three (3) written evaluations for each non-tenure teacher.
- B. The results of these evaluations shall be given to the teacher, in writing, at a meeting with the administrator who undertook the evaluation within ten (10) school days after the evaluation.
- C. The teacher shall receive one (1) copy of the evaluation for his/her personal files and shall sign and date the original

for his/her personnel files in the Superintendent's office.

The teacher may append, in writing, his/her own views concerning the evaluation on all copies.

# **TENURE**

A. Tenure teacher evaluations will be in accordance with Board of Education Policy 6049.

### PERSONNEL RECORD FILES

All employees may at reasonable times and places and in the presence of an administrator, examine the materials in their files.

While no material may be removed from the files, the employee shall have the right to append as part of the permanent record, his/her own comments, in writing to any material contained in the files. A copy of such comments shall be provided to the evaluator for his/her information only.

The District will maintain one personnel file for each employee, which file shall be located in the Personnel Office at the Board's Central Office This file shall include any and all employee information. At the end of each school year, all employees' files that are to be maintained must be submitted to and be housed in the Personnel Office. All disks and material on individual hard drives related to personnel, not kept in the Personnel Office, shall be erased at the end of each school year. No administrator shall keep information on any employee in a file other than the District file which is located in the Personnel Office.

The Board will continue to utilize the narrative classroom observation form for each observation conducted during the year.

One copy of each observation form will be appended to the final

evaluation form which will be maintained in the individual teacher's personnel file located in the Personnel Office.

At the end of each school year, all copies of the observation forms maintained in each building will be returned to the individual teacher with that teacher's copy of the final evaluation form, except that one copy will be appended to the final evaluation form maintained in the Board's Central Office, as set forth in paragraph 2 above.

## ARTICLE 9

### TRANSFERS AND REASSIGNMENTS

- A. Notices of all vacancies in the school system will be posted in each school by the Superintendent of Schools or his/her designee within fifteen (15) school days of
  - 1. Acceptance of a letter of resignation.
  - Official Board action vacating a position or creating a new position within the school system.
- B. Staff members who are interested may then apply for said position according to the following protocol:
  - Five (5) school days will be given in which to submit a letter of intent.
  - All those who are interested will be considered by application and/or interview.
  - 3 Each applicant will be given the courtesy of a reply to his/her application or interview within a reasonable period of time.

- C. The Superintendent reserves the right to fill any vacancy of an emergency nature as soon as possible. Normally, these vacancies will apply only for September 1st opening except in cases of non or partial teaching assignments.
- D. Teachers desiring a change of subject assignment shall make their request in writing to their Principal or Director.
- E. Teachers desiring a change of school shall make their request in writing to the Superintendent of Schools.
- F. Teachers requesting transfer to another school will be interviewed by the Principal of the school requested.
- G. Approval of the request will be based on the best interest of the school system as a whole as determined by the Board.
- H. Involuntary transfer will be made only when conditions require it. The individual to be transferred will be given every consideration possible as to grade and/or school.
  - Seniority within the school and grade will be given consideration. The transfer shall first be discussed with the teacher by the Superintendent or his/her designee and/or the Principal.
  - A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions in order of preference to which they desire to be transferred.
- I Any change in subject or position shall be made in writing by June 1st to the teacher involved except where there are necessary schedule changes.

- J. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- K. All coaches shall be re-hired or non-renewed prior to June 30 of each year.

#### SABBATICAL LEAVE

## A. ELIGIBILITY

- Applicant must have completed seven years of service in Bergenfield prior to the date of beginning of leave.
- 2. Applicant must agree, in writing, to serve at least one full academic year in the Bergenfield Schools following the leave, or reimburse the Board of Education for the amount received while on leave, within one calendar year from the date of resignation.

All benefits to which a teacher was entitled at the time his/her sabbatical commenced including unused accumulated sick leave shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced if available or if not, to any available position for which he/she is certified.

# B. BASIS FOR LEAVE

- The applicant shall submit a "project", to the Superintendent of Schools. The project may include graduate study, independent study or research deemed to be of benefit to the aims and objectives of the Bergenfield Public Schools.
- 2. The applicant's record of achievement shall be considered in the Superintendent's recommendation.

### C. PROCEDURE

- 1. A letter giving written notice of intent to make application for sabbatical leave shall be presented to the Superintendent of Schools on or before June 30th (or fourteen months) of the school year preceding the school year in which the leave is to take place.
- 2. A resume of the "project" shall be submitted to the Superintendent of Schools on or before October 1st of the school year preceding the school year in which the leave is to take place. The resume shall be the outline of the project.
- 3. The Superintendent of Schools or his/her designee shall review the "project" in consultation with the committee of appropriate staff members, one of whom shall be designated by the President of the B.E.A. to represent B.E.A. and make his/her recommendations to the Board of Education no later than the regular meeting of the Board in January of that year. The applicant shall be notified as soon as the Board of Education has taken action on the application.
- 4. Interim reports shall be submitted every three months.

  One copy of the completed "project" shall be filed with

  the Superintendent of Schools as the property of the

  Board of Education.

## D. SPECIAL PROVISIONS

## 1. Illness or Accident:

Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made, subsequently, to carry out the intent of the sabbatical leave contract.

## 2. Forfeiture of Leave:

The teacher to whom sabbatical leave has been granted shall accept responsibility for providing evidence (official transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the recipient and the Committee of Review and a contractual agreement with the Superintendent of Schools and the Board of Education. If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Bergenfield Education Association and the Board may

terminate the leave of absence.

# 3. Sabbatical to Maternity Leave:

If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. She may continue the sabbatical leave providing she meets all of the sabbatical requirements during that period of time. Upon consultation with the Superintendent and at a mutually agreeable time he/she must accept a leave of absence under the maternity or family leave regulations of the Agreement.

4. If an applicant for sabbatical leave is favorably considered the applicant will then present to the Superintendent a statement of condition of health from a licensed physician. The cost of such examination to be paid by the Board.

## E. SALARY PROVISIONS

- 1. A sabbatical year shall extend from July 1st of any given year to June 30th of the following calendar year
- Persons may be granted a leave of absence for one half year (July 1st to January 31st) or (February 1st to June 30th.)
- 3. Remuneration shall be based on the annual contract salary of the employee. Employees granted a leave for one year shall receive one half their contract salary in twenty (20) semi-monthly payments. Employees granted a leave for one half year shall receive their normal salary (full salary) in twenty (20) semi-monthly payments.

- 4. On returning to educational service, after sabbatical leave, the staff member shall obtain all salary and fringe benefits as would have been obtained had he/she been active in his/her regular position for that year.
- 5. No full-time employment shall be undertaken by any person on sabbatical leave. Part-time employment must be approved by the Superintendent of Schools prior to granting the leave unless extreme emergent circumstances require consideration of such a request after the leave has begun.

## ABSENCE PROVISIONS

Absence of all regularly contracted employees shall be governed by state law and the following detailed provisions:

#### A. GENERAL

- 1. Sick leave with pay shall be granted to all regularly contracted employees of the Board on the basis of thirteen (13) school days per year for each year of employment for those on a ten (10) month contract and thirteen (13) school days for those on twelve (12) month contracts.
- 2. Unused sick leave shall accumulate up to a maximum of thirteen (13) days per year. Full credit is retroactive to July 1, 1954. Five days' credit shall be granted to each year of employment prior to July 1, 1954 to a maximum of 25 years employment in Bergenfield prior to

July 1, 1954.

- 3. When an employee is on sick leave beyond his/her allotted number of days, the Board of Education, upon the recommendation of the Superintendent, shall consider each case on an individual basis to determine the pay status for certified long term illness.
- In cases where any employee must leave school during regular hours for personal illness or other emergency, the following rules shall apply:
  - a. Professional Staff prior to one-half (1/2) hours, full-day deduction of pay or time; prior to three
    (3) hours, one-half (1/2) day deduction of pay or time; such time to begin when the teacher's normal school day begins.
  - b. Non-Certificated Staff prior to four (4) hours, one-half (1/2) day deduction of pay or time.
- 5. There shall be no deduction of time or salary for absence due to quarantine. Upon return to work the employee must present a quarantine release or doctor's note to the principal.
- 6. In cases where full salary is paid by the Board during periods of absence covered by Workmen's Compensation, the employee shall endorse the Workmen's Compensation check to the Board of Education.
- 7. Upon recommendation of the Superintendent of Schools, the Board of Education may grant a teacher sick leave

- accumulated in another school district of Bergen County providing it does not exceed the limits applied to teachers previously employed in Bergenfield.
- 8. Each employee shall receive a statement of his/her accumulated sick leave no later than September 30th of each year.

## B. MILITARY LEAVE

- 1. Any regular employee of the Bergenfield Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave. He/she shall be reinstated to his/her position in this school system with full credit including the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position, and has received an honorable discharge. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service, and not later than ninety (90) days from the date of said release or discharge
- 2 An employee in this category shall be entitled to five (5) days per year accumulated sick leave.
- 3. While employee is on military leave, it is mandatory that the Board of Education keep up his/her payments to the New Jersey Teachers Pension and Annuity Fund or to the Public Employee Retirement System.

# C. MATERNITY LEAVE OR LEAVE FOR ADOPTION

- Maternity leave shall be granted to all employees subject to the following conditions:
  - a A teacher shall notify the Superintendent in writing of her pregnancy accompanied by her physician's note, and she should state the requested commencement date of the leave as far in advance as possible.
  - b. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.
  - c. Following the grant of such leave to any teacher, the date of return of that teacher shall be further extended at the discretion of the Board for a reasonable period of time at the teacher's request for reasons associated with pregnancy or birth.
    - i. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained unless the board agrees to an extension of said leave.
    - ii. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher.
    - iii. A tenured teacher who leaves at the close of the school year is entitled to a maximum of

- two (2) full school years leave. A tenured teacher who leaves during the school year is entitled to one (1) full school year, plus the remainder of the school year in which she left. In either case the teacher must notify the Superintendent of Schools in writing of her intent to return by April 1 prior to the September of her return.
- 2. No teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return provided she supplies a physician's certificate attesting to her ability to perform her teaching duties as requested by the Board.
- 3. A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirement for adoption.
- 4. Notwithstanding anything contained in this agreement to the contrary, if both parents are employed by the Board then only one parent shall be entitled to a maternity/paternity/childrearing leave/leave for adoption.

## D. LEAVE FOR DEATH IN FAMILY

 Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law) shall be fixed from the date of death until one day beyond the date of burial inclusive. Leave for this purpose shall not be counted as part of the sick leave policy. Extension of leaves of this classification shall be at the discretion of the Superintendent of Schools.

2. Leave with pay for (1) day may be granted by the Superintendent of Schools for reason of death of a relative, other than one in the immediate family, (aunt, uncle, cousin) or others who have actually occupied a position in fact as a member of the immediate family. Interpretation of "other" will be at the discretion of the Superintendent of Schools.

# E. LEAVE FOR PERFORMANCES OF LEGAL RESPONSIBILITIES

- 1. Leave of performance of civic duty in serving on a petit or grand jury when required by law shall be granted without loss of pay; provided a letter confirming purpose of such leave from a sheriff, court or United States Attorney, depending on jurisdiction, is filed with the Superintendent of Schools immediately upon receipt of notice of such required leave.
- Leave for acquiescing to a court or other valid subpoena, may be allowed without loss of pay dependent on circumstances to be submitted in writing to the Superintendent and provided he, in his discretion, grants

such leave. Otherwise, the leave will be granted with deduction from pay equal to the substitute rate of pay.

- F. LEAVE FOR PERSONAL EMERGENCIES, ILLNESS IN FAMILY AND RELIGIOUS HOLIDAYS:
  - Leave up to three (3) days each year for personal 1. emergencies may be granted with pay by the Superintendent of Schools. Such leave shall not be cumulative. Requests for leave of this nature shall be submitted to the Principal or Director for his/her recommendation preferably forty-eight hours in advance. Reasons for leave in this category may include illness in family, religious holidays, death of friends, graduation of members of the immediate family, marriage, marriage of children, house closing, moving, or other reasons at the discretion of the Superintendent of Schools. Additional leave in this category may be granted upon recommendation of the Principal or Director and with the approval of the Superintendent of Schools not to exceed ten (10) school days per year. The following deductions per day may be applied.
    - a. Instructional Staff Current substitute rate of pay
    - b. Non-Certificated Staff
      - i. Ten-month contract 1/400 of annual contract salary.
      - ii. Twelve-month contract 1/500 of annual

# contract salary.

G. Personal days shall not be used to extend a vacation or holiday recess period.

## ARTICLE 12

### EXTENDED LEAVES OF ABSENCE

- A. 1. An employee, under tenure, may be granted a leave of absence not exceeding twenty-four calendar months for a prolonged illness, period of recuperation or other emergency. Employees not under tenure may be requested to tender their resignation.
  - 2. A written request for such leave shall be directed to the Board of Education through the Superintendent of Schools.
  - 3 Leave of absence under this classification shall be without pay and shall not count for purposes of placement on salary schedules or seniority.
  - 4. A person on leave under this classification may return to work upon presentation of a statement from a proper medical authority, certifying to the fact that the employee is able to perform his/her duties.
  - 5. Individuals who have been granted leave pursuant to this provision and who desire to return shall submit in writing notice of intent so to return to the Superintendent of Schools no later than April 1st of any given year if the employee expects to return in

## September.

- B. The Board agrees that a teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
- C. A leave of absence without pay of up to two (2) years shall be granted to up to 2% of the teaching staff who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Only tenured teachers are eligible for this type of leave of absence.
- D. A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family.
- E. The Board shall grant a leave of absence without pay of up to two (2) years to any teacher who is elected or appointed to public office.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. Upon return from a leave granted pursuant to Section C above of this Article, a teacher shall be placed on the salary schedule at the level he/she would have advanced if he/she had not been absent.
- H. All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused

accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return to employment.

### ARTICLE 13

## BOARD - STAFF RELATIONS

The Board of Education and the Bergenfield Education Association believe in a good climate of human relations where any and all employees feel free to discuss the educational and administrative policies of the school system. We further believe that an established means of communication should exist between the staff and the Board of Education. Toward this end, the following levels of communication will be established:

- A. A study committee for each building composed of Bergenfield Education Association members and the Principal, with members in proportion to the size of the faculty, but no less than two and no more than ten.
- B. There shall be a central committee composed of the President and Vice President of the Association, 3 members of the Association, Superintendent of Schools, Business Administrator, 1 Elementary Principal, Middle School Principal and High School Principal. The Chairman of this committee shall be the Superintendent of Schools or his/her designate. Minutes of all meetings shall be in writing. The function of this committee will be to discuss matters of district concern

- or building matters that cannot be satisfactorily resolved at that level.
- C. Both the building committees and the central committee shall meet at least monthly during the academic school year and may meet more frequently at the request of either party. Meetings of any committee may be omitted by mutual consent.

A regular meeting shall not be held unless an agenda has been submitted to the Superintendent of Schools or his/her designee at least five (5) school days prior to the date set for each meeting

A copy of the agenda will then be distributed to members of the committee two (2) school days prior to the day of the meeting.

D. Items of importance will be reviewed by the Superintendent of Schools and those items requiring Board attention will be submitted by him to the full Board and in addition minutes of the district committee shall be filed with the Board.

### ARTICLE 14

#### CLASS SIZE

The Board of Education recognizes that class size has an impact both on the learning experience of children and upon the conditions of work of teachers. It shall endeavor insofar as possible to maintain class sizes which maximize the educational experiences.

## CLASS COVERAGE

- A. The Board of Education will endeavor to cover classes by obtaining substitutes Where this is not possible, teachers may be assigned to cover classes in the following order:
  - 1. Teachers who volunteer to cover classes during their preparation or lunch periods shall be assigned first. A list shall be kept of volunteers by the Building Principal or his/her designee.
  - Where no volunteers are available, teachers may be assigned to cover during their preparation time on a fair and equitable/rotating basis.
  - 3. Teachers performing such duty shall be paid \$12.00 per period.
  - 4. Where no volunteers or teachers with preparation time are available, the Building principal may reassign a teacher from his/her operation assignment. In this case, there is no additional remuneration unless the assignment is to a teaching period.
- B. A teacher who is assigned to cover his/her own class when the special teacher is absent shall be paid at the rate of \$12.00 per forty minute period or any proration thereof. In the event a substitute cannot be obtained to cover an elementary class and the class is given to a teacher or teachers (in addition to the teacher or teachers regular class), those affected shall divide the maximum per diem substitute pay.

### ARTICLE 16

### INSURANCE PROTECTION

The Board agrees to provide without cost to the contracted employee, the following:

- A. The Public and School Employees Health Benefits Program administered through the New Jersey Division of Pensions under individual or family plan whichever is applicable to the employee.
- B. Dental coverage for the employee and his/her eligible dependents under the New Jersey Dental Service Plan, U.C.R. Incentive Plan
- The Association shall eliminate the current prescription plan C. and shall CAP the Board's payment of additional premiums without stand-alone premium with and in (difference prescription plan) (Board will enter the State Health Benefits Plan) to permit employees to submit their prescription claims to the SHBP to the extent such claims are eligible for reimbursement under said plan. Any increase in premium greater than the Board's July 1, 1992 cost shall be paid by the employees. The amount as of July 1, 1992 was \$783.24 per annum per employee. Effective July 1, 2001, the cap will be \$900. Effective July 1, 2002, the amount will increase to \$1,000. The parties acknowledge that the cost increase in the

### ARTICLE 16

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- The Association shall eliminate the current prescription plan C. and shall CAP the Board's payment of additional premiums (difference in premium with without stand-alone and prescription plan) (Board will enter the State Health Benefits Plan) to permit employees to submit their prescription claims to the SHBP to the extent such claims are eligible for Any increase in premium reimbursement under said plan. greater than the Board's July 1, 1992 cost shall be paid by the employees. The amount as of July 1, 1992 was \$783.24 per annum per employee. Effective July 1, 2001, the cap will be \$900. Effective July 1, 2002, the amount will increase to \$1,000. The parties acknowledge that the cost increase in the

4. Payment, at the Board' option, may be postponed to July

1 (one year and a day next following the year of
retirement). Effective July 1, 1997.

### ARTICLE 17

### PAST PRACTICES CLAUSE

Where the Board has adopted policy concerning wages, hours and conditions of work prior to the negotiations of this contract which were in effect at the time this agreement was concluded, such policy as provided in law, may not be unilaterally changed and shall be considered past practices which are incorporated as part of this agreement.

Those practices concerning wages, hours, conditions of work are among the items subject to arbitration under this contract.

### ARTICLE 18

### BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of

the school system and its properties and facilities.

The exercise of the power, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

### ARTICLE 19

### SPECIALISTS

The Board of Education recognizes that Specialists have a value for the learning experience of children and upon the conditions of work of teachers. It shall endeavor insofar as possible to consider the role of Specialists to maximize the educational experience.

### ARTICLE 20

GRIEVANCE PROCEDURE (NON-CERTIFICATED PERSONNEL)

Unless otherwise stated below, the grievance procedure in Article 3 is to be followed. In the grievance procedure, the supervisor with whom grievances are to be discussed is the supervisor to whom the grievant is responsible.

Step 2 For Custodians and Bus Drivers.

The supervisor to whom the written grievance must be directed is the school business administrator of the district rather than the Superintendent of Schools.

Step 2 For Secretaries.

The supervisor to whom the written grievance must be directed is the assistant superintendent for personnel of the district rather than the Superintendent of Schools.

### ARTICLE 21

### TENURE (CUSTODIANS)

1. Tenure of office shall be granted to members of the custodial staff who have obtained three (3) favorable annual evaluations after three (3) years of service in the Bergenfield School System.

Evaluations shall be carried out as follows:

Employee Performed by

Custodian Head Custodian, Building

Principal

Head Custodian Principal

Maintenance Staff Supervisor of Buildings and

Grounds

Grounds Staff Supervisor of Buildings and

Grounds

Supervisors of Buildings School Business Administrator

and Grounds

All yearly evaluations shall be reviewed and discussed with individual evaluated. All yearly evaluations will be subject to review and recommendation by the School Business

- Administrator or his/her designee. Evaluations shall be made part of the personnel file of the individual.
- 2. Tenure may be withdrawn from any employee for malfeasance, misfeasance, or non feasance in the performance of his/her duties. Prior to actual discharge, except in unusual cases mutually determined, the individual will be placed on probation for a period of time to be determined by the School Business Administrator after discussion with the individual and with a member of the association, if the individual so desires.

### ARTICLE 22

### SALARIES (CUSTODIANS)

- The Board agrees that the Salary Guide attached hereto, including the general provisions thereon, and made a part hereof shall apply to all employees within the unit covered by this agreement.
- 2. A night shift differential schedule shall be paid to those individuals assigned to the night or early morning shifts.
  The remuneration shall be:
  - \$600 additional per annum-night shift
  - \$800 additional per annum-early morning shift.
- 3. Employees shall be employed on the basis of a normal work week of forty hours. The normal work day shall be eight (8) hours exclusive of lunch. When school is not in session the normal work day shall be seven and one half hours (7 1/2) exclusive of lunch.

- 4. Employees shall be paid on the basis of one and one-half times their equivalent hourly rate for hours in excess of forty within any given calendar week, Sunday through Saturday. Double time shall be paid for Sunday and/or Holiday overtime work.
- 5. No custodian will be required to remain in a building or any part thereof during the removal of hazardous waste materials when his/her presence is prohibited by Federal and/or state law.

### ARTICLE 23

### VACATIONS/MISCELLANEOUS (CUSTODIANS)

Twelve month employees will receive paid vacations in accordance with the following schedule of employment from July 1st.

### Length of Service

### Vacation

Less than one year

One working day for each month

of service

One year thru five years A ten month employee will be considered to have one year after working five months; A twelve month employee will be considered to have one year after working six months Two calendar weeks

Six years, thru ten years

Three calendar weeks, at least two weeks of which shall be consecutive

Eleven or more years

Four calendar weeks, at least two of which shall be consecutive

An additional day of vacation will be granted any employee whose vacation includes a legal holiday

The following holidays will be observed for custodians providing school is not in session:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day

Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Memorial Day

If school is in session on one of the above listed holidays, or if a listed holiday falls on Saturday or Sunday members of the custodial staff shall receive a day off on a non-listed holiday that school is closed at the discretion of the School Business Administrator/Board Secretary.

### MISCELLANEOUS

- 1. The Board of Education shall provide yearly, prior to September 1, three (3) sets of uniforms and shall also provide the necessary coveralls for boiler cleaning as required.
- 2. The Board of Education shall pay for the initial and yearly renewal boiler license fee of the individual custodial staff member achieving or holding same.
- 3. THIS APPLIES TO PERSONNEL HIRED AFTER JULY 1, 1991.

  Custodians shall obtain a Black Seal license by the end of the first year of employment. Cost of the course and the license shall be paid by the Board of Education.

### ARTICLE 24

### VACATIONS/MISCELLANEOUS (SECRETARIES)

Twelve month employees will receive paid vacations in accordance with the following schedule of employment from July 1st.

### Length of Service

### <u>Vacation</u>

Less than one year

One working day for each month of service

One year thru five years
A ten month employee will be
considered to have one year after
working five months; A twelve
month employee will be considered
to have one year after working
six months.

Two calendar weeks

Six years, thru ten years

Three calendar weeks, at least two weeks of which shall be consecutive

Eleven or more years

Four calendar weeks, at least two of which shall be consecutive

An additional day of vacation will be granted any employee whose vacation includes a legal holiday.

### MISCELLANEOUS

### WORK SCHEDULE

The work day is seven (7) hours plus one hour for lunch, the work schedule for twelve (12) months employees is from July 1 through June 30 and the work schedule for ten (10) months employees is from September 1 through June 30. Any work between thirty five (35) and forty (40) hours may be remunerated at the normal hourly rate (with the approval of the immediate supervisor) or equal compensatory

time.

### ARTICLE 25

### SENIORITY PROVISIONS (SECRETARIES)

- A. In the event tenure unit members must be laid off, said layoff will be made on the basis of district-wide seniority insofar as the employee(s) making the seniority claim possesses the necessary job skills, experience, and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Bergenfield Public School System.
- Any affected employee who bumps into a lesser salary В. classification shall retain his/her previously held salary in the higher classification until the salary guide step in the lesser classification surpasses the salary he/she was earning in the previously held higher classification. In no event shall salary paid to employee in the an a classification be higher than the salary paid on the same step in a higher classification.
- C. In the event a vacancy occurs, laid off employees shall be entitled to recall in order of seniority so long as the employee making the recall claim possesses the skills and qualifications to fill the vacant position
- D. No new bargaining unit member may be hired while unit members who meet job skill and qualification requirements are still on

layoff.

- E. When unit members are recalled to work, they shall be restored to the appropriate step of the salary scale receiving credit for all time served in Bergenfield. All accumulated sick time and all other benefits said employee has at time of layoff shall be restored in their entirety upon the return of the employee.
- F. Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon credit or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

### ARTICLE 26

### SENIORITY PROVISIONS (CUSTODIANS, BUS DRIVERS AND AIDES)

- A. In the event unit members must be laid off, said layoff will be made on the basis of district-wide seniority insofar as the employee(s) making the seniority claim possess the necessary job skills, experience and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Bergenfield Public School System.
- B. Custodians shall accrue seniority in three categories:
  maintenance, grounds, custodian. An employee whose job
  assignment changes can accrue seniority in more than one
  category. As an example, if an employee starts in the

district as a custodian and is employed in that position for three years, and then his position is changed to a grounds position which he holds for four years, then the employee has four years seniority in the category of grounds and seven years seniority in the category of custodian.

C. Bus Drivers shall accrue seniority in categories based on their CDL classification. Class B drivers can drive any type of bus. Class C drivers can drive any bus under 26,000 lbs. In the event of a layoff, all employees with a Class C CDL will be laid off before any employee with a Class B CDL is laid off. If an employee has a Class C CDL and is employed in that category for 2 years and then upgrades it to a Class B CDL and continues employment in the district for another 2 years, he/she would have 2 years seniority in the Class B category and 4 years seniority in Class C category.

D

Aides shall accrue seniority in two categories. The two categories are classroom aides and one-on-one aides. If an employee's assignment changes from one category to another he/she may accrue seniority in more than one category. For example, an employee hired as a classroom aide who works in that position for two years and whose assignment changes to a one-on-one aide which he/she holds for two years has two years seniority as a one-on-one aide and four years seniority as a classroom aide.

ARTICLE 27

AGENCY SHOP

### A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

### C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit

position.

### D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

### E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

### ARTICLE 28

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall be added to Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not

be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C Any individual contract between the Board and an individual employee, heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the President for distribution to all employees now employed or hereafter employed. The format of the cover of the Agreement shall be determined by the Superintendent of Schools
- E. The teacher shall have the right and responsibility to determine grades within the grading policy of the Bergenfield School System based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade will be changed without consultation with the teacher.

### ARTICLE 29

### DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2000 and shall continue in effect until June 30, 2003. This agreement

shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective president, attested by their respective secretaries, and under their corporate seals to be placed here, all on the 9 day of 0cT, 2001.

BERGENFIELD EDUCATION ASSOCIATION

By: / Wwy Shue

HENRY HUISH President

LOUISE COOKSON

Secretary

BERGENFIELD BOARD OF EDUCATION

By: Alwy Lyr

STEVEN J. STAVROU Board President

Witness: THOMAS P. EGAN Business Administrator/

Board Secretary

### ARTICLE 30

### APPENDIX

A. PROFESSIONAL S	ALARY GUIDE
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- B. CLASSROOM AIDES SALARY GUIDE
- C. GUIDANCE PERSONNEL SALARY GUIDE
- D. ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE
- E. EXTRA PAY FOR EXTRA SERVICES
- F. CUSTODIAL SALARY GUIDE
- G. CERTIFIED PART-TIME HOURLY EMPLOYEES
- H. SECRETARIAL SALARY GUIDE
- I. BUS DRIVERS SALARY GUIDE

### A - SALARY GUIDE

- I. QUALIFICATIONS FOR ADVANCEMENT ON TEACHERS SCALE
- A. Advancement from one level of the salary guide to next shall be within the field of employment unless exempted by the Superintendent of Schools. It is recommended that employees secure the approval of courses by the Superintendent prior to registration if they expect to use them for advancement on the salary guide.

Advancement may take place under one of the following conditions:

- 1. Presentation of an official transcript indicating receipt of the next higher degree may qualify the employee to full advancement to the next level.
- 2. Presentation of an official transcript indicating completion of thirty-two (32) graduate credits, approved by the Superintendent of Schools will qualify the employee to full advancement to the next higher level. Employees may advance only once on this basis unless the degree is obtained in the interim.
- 3. Presentation of any official transcript indicating completion of sixteen (16) graduate credits approved by the Superintendent of Schools will qualify the employee for advancement to half way between the respective levels for the proper years of experience.
- B. Special industrial or trade experience, creative work in the

- fine arts, valuable travel experience, professional service or research in a related field may be construed as the equivalent of college credit.
- C. More than nine (9) credits, exclusive of summer school, may be taken in any semester in which the teacher is in full-time employment only upon the recommendation of the Principal and the approval of the Superintendent of Schools.
- D. Salary advances shall be made at the usual contract time; a teacher who qualifies for an advancement during the year shall receive a revised contract upon presentation of an official transcript, provided such intention was conveyed to the Superintendent of Schools, in writing by September 30 of the preceding school year.
- Prior to obtaining a Master's Degree, a maximum of eighteen E. (18) credits may be granted to a teacher for in-service programs and workshop credits not taken under the sponsorship of a college or university, provided that the teacher has obtained prior approval from the Superintendent of Schools. Anyone who has a Master's degree may take six (6) additional credits, and anyone who has a Masters +32 may take an additional twelve (12) credits. The permitted additional credits must be taken through the Bergenfield Board of Education sponsored programs The maximum number of credits which may be granted under this program is thirty-six (36) credits. One (1) credit shall be defined as ten (10) clock hours of time or equivalent.

F. Effective July 1, 1991, any credits in excess of thirty (30) credits which are required to complete a Master's Degree program shall not be utilized for purposes of advancement to a higher salary level.

Any teacher who was currently employed by the Board on July 1, 1991, or who was on a preferred eligibility list and is reemployed by the Board after July 1, 1991, shall maintain his current placement on the salary guide and any credits in excess of thirty (30) credits which are required to complete a Master's Degree Program shall be utilized for purposes of advancement to a higher salary level.

### II. INCREMENTS FOR ALL EMPLOYEES:

- A. Increments will not be automatic but will be granted for satisfactory service upon the recommendation of the Superintendent of Schools, subject to the approval of the Board of Education. Failure in any given year to grant an increment does not create any future obligation to restore the increment.
- B. In any year an employee whose work is deemed unsatisfactory may, upon the recommendation of the Superintendent of Schools, have his/her increment withheld and thereby lose a step on the guide. Before making such recommendation to the Board, the Superintendent of Schools shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reason for such action with the Superintendent

- C. Additional increments may be granted within the guide upon the recommendation of the Superintendent of Schools, if the best interest of the school system warrants such action.
- D. Additional amounts above maximum may also be granted, upon the recommendation of the Superintendent of Schools, and approved by the Board, when in the judgment of the Board, the best interests of the school system are served by such action.

### III. ADJUSTMENTS FOR ALL EMPLOYEES

In any year in which there is an upward revision of the salary guide, adjustments to the proper place on the guide may be withheld in whole or in part. Before making such recommendation to the Board, the Superintendent of Schools shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reason for such action with the Superintendent. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board of Education.

### IV. ELEVEN MONTH PROFESSIONAL PERSONNEL:

Will be employed for eleven (11) continuous months. Salary will be proper step on ten (10) month professional guide plus 10%.

# **TEACHERS SALARY GUIDE 2000-2001**

ļ	23	22	21	20	19	<b>3</b>	17	16	<b>1</b> 5	4	13	12	=	6	9	œ	7	o	(J1	4	ယ	2		Steps
	\$68,062	\$66,973	\$65,773	\$64,573	\$63,373	\$61,973	\$60,245	\$57,817	\$55,333	\$52,879	\$50,476	\$48,263	\$46,121	\$44,305	\$43,343	\$42,443	\$41,477	\$40,636	\$39,756	\$39,456	\$39,156	\$38,856	\$38,556	BACHELOR
,	\$71,827	\$70,379	\$69,179	\$67,979	\$66,779	\$65,379	\$63,402	\$60,771	\$58,081	\$55,304	\$53,083	\$50,984	\$48,724	\$47,118	\$45,311	\$44,368	\$43,368	\$42,463	\$41,536	\$41,236	\$40,936	\$40,636	\$40,336	B+16
•	\$75,818	\$73,827	\$72,627	\$71,427	\$70,227	\$68,827	\$66,560	\$63,713	\$61,163	\$58,478	\$55,657	\$53,183	\$50,984	\$48,826	\$47,279	\$46,295	\$45,295	\$44,295	\$43,317	\$43,017	\$42,717	\$42,417	\$42,117	B+32/M
	\$79,270	\$75,777	\$74,577	\$73,377	\$71,977	\$70,463	\$68,435	\$65,974	\$63,102	\$60,703	\$58,531	\$56,084	\$54,140	\$50,981	\$49,248	\$48,221	\$47,221	\$46,221	\$45,221	\$44,602	\$44,302	\$44,002	\$43,702	M + 16
	\$83,347	\$80,497	\$79,297	\$77,933	\$76,533	\$73,615	\$71,016	\$68,168	\$65,289	\$62,284	\$59,480	\$57,503	\$55,202	\$53,047	\$51,129	\$50,058	\$49,058	\$48,058	\$47,058	\$46,583	\$46,283	\$45,983	\$45,683	M + 32
	\$84,037	\$81,187	\$79,987	\$78,623	\$77,223	\$74,305	\$71,706	\$68,858	\$65,979	\$62,974	\$60,170	\$58,193	\$55,892	\$53,737	\$51,819	\$50,748	\$49,748	\$48,748	\$47,748	\$47,273	\$46,973	\$46,673	\$46,373	M + 45
	\$84,407	\$81,557	\$80,357	\$78,993	\$77,593	\$74,675	\$72,076	\$69,228	\$66,349	\$63,344	\$60,540	\$58,563	\$56,262	\$54,107	\$52,189	\$51,118	\$50,118	\$49,118	\$48,118	\$47,643	\$47,343	\$47,043	\$46,743	PD
	\$84,727	\$81,877	\$80,677	\$79,313	\$77,913	\$74,995	\$72,396	\$69,548	\$66,669	\$63,664	\$60,860	\$58,883	\$56,582	\$54,427	\$52,509	\$51,438	\$50,438	\$49,438	\$48,438	\$47,963	\$47,663	\$47,363	\$47,063	M + 60
	\$85,387	\$82,537	\$81,337	\$79,973	\$78,573	\$75,655	\$73,056	\$70,208	\$67,329	\$64,324	\$61,520	\$59,543	\$57,242	\$55,087	\$53,169	\$52,098	\$51,098	\$50,098	\$49,098	\$48,623	\$48,323	\$48,023	\$47,723	EDD
added cumulatively.	individually to the base salary. Stipends are not	Educational credits and longevity stipends are added		25 + Years = \$1,800	20 + Years = \$1,200	17 + Years = \$ 600	Longevity:		EdD = Base Salary (M+32) + \$2,040	salary (M=32) = EdD Stipend	between present salary and base	Thesis Approval = present salary plus 1/2 difference	M+60 = Base Salary (M+32) + \$1,380	PD = Base Salary (M+32) + \$1,060 .	M+45 = Base Salary (M+32) + \$ 690	Educational credits:		Doctoral Degree.	maximum increase shall be that which is listed for the	obtains the Diploma and then the Doctoral Degree, the	Diploma or the Doctoral Degree but not both. If a person	A person may advance on either the Professional	Professional Diplomas and/or Doctorate:	

PEOPLE WHO WERE MOVED TO STEP 23 IN THE BASE YEAR (96-97) WILL RECEIVE AN ADDITIONAL \$366.00 ABOVE STEP 23 IN THE 97-98 YEAR.

# **TEACHERS SALARY GUIDE 2001-2002**

PEOPLE WHO WERE MOVED TO STEP 23 IN THE BASE YEAR (96-97) WILL RECEIVE AN ADDITIONAL \$366.00 ABOVE STEP 23 IN THE 97-98 YEAR.

# **TEACHERS SALARY GUIDE 2002-2003**

PEOPLE WHO WERE MOVED TO STEP 23 IN THE BASE YEAR (96-97) WILL RECEIVE AN ADDITIONAL \$366.00 ABOVE STEP 23 IN THE 97-98 YEAR.

### **GUIDANCE PERSONNEL STIPENDS 2000-2003**

BASE	\$ 1,119
STEP 1	\$ 1,400
STEP 2	\$ 1,681
STEP 3	\$ 1,962
STEP 4	\$ 2,238
STEP 5	\$ 2,518
STEP 6	\$ 2,794

### **CERTIFIED PART TIME HOURLY EMPLOYEES 2000-2003**

Certified part time hourly employees are hired at an hourly rate of pay

1	\$ 13 00
2	\$ 13 50
3	\$ 14 00
4	\$ 14 50
5	\$ 15 00
6	\$ 15 50
7	\$ 16 00
8	\$ 16 50
9	\$ 17 00
Master's Add	\$ 1 00
Master's plus 32 Add	\$ 1 00

## TEACHER AIDE SALARY GUIDES School Year 2001-2003

Sch	lool	Year	Sch	loor	Year	School Year							
20	00-2	2001	20	01-2	002	20	02-2	003					
Step	A	mount	Step	A	mount	Step	A	mount					
1	\$	13,128	1	\$	13,396	1	\$	13,651					
2	\$	13,308	2	\$	13,576	2	\$	13,831					
3	\$	13,491	3	\$	13,759	3	\$	14,014					
4	\$	13,644	4	\$	13,912	4	\$	14,167					
5	\$	14,014	5	\$	14,282	<b>5</b> -	\$	14,537					
6	\$	14,395	6	\$	14,663	6	\$	14,918					
7	\$	14,788	7	\$	15,056	7	\$	15,311					
8	\$	15,192	8	\$	15,460	8	\$	15,715					
9	\$	15,608	9:	\$	15,876	9	\$	16,131					
10	\$	16,036	10	\$	16,304	10	\$	16,559					
11	\$	16,478	11	\$	16,746	11	\$	17,001					
12	\$	16,932	12	\$	17,200	12	\$	17,455					
13	\$	17,402	13	\$	17,670	13	\$	17,925					
14	\$	17,884	14	\$	18,152	14	\$	18,407					
15	\$	18,381	15	\$	18,649	15	\$	18,904					
16	\$	19,019	16	\$	19,319	16	\$	19,619					

## ATHLETIC COACHING SALARY GUIDES 2000-2003

The following shall apply to ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE FOR EXTRA PAY FOR EXTRA SERVICES

- 1 All positions are to be established be the Board of Education upon the recommendation of the Superintendent of Schools
  - 2 All positions are one year appointments and do not acquire tenure status
- 3 The number of assistants and positions are to be determined by the Superintendent of Schools depending upon the needs of the school

### **ATHLETIC COACHING SALARY GUIDE FOR 2000-2003**

Football	Head Coach Assistants	\$ \$	
Wrestling/Basketball	Head Coach	\$	4,638
	Assistants	\$	3,071
Baseball/Softball	Head Coach	\$	4,064
	Assistants	\$	2,738
Track (Boys/Girls)	Head Coach	\$	4,064
	Assistants	\$	2,738
Soccer/Cheering	Head Coach	\$	4,064
	Assistants	\$	2,738
Golf/Bowling	Head Coach Assistants	\$ \$	
Tennis/Volleyball	Head Coach Assistants	\$ \$	•
Winter Track/Cross	Head Coach	\$	· · ·
Country	Assistants	\$	
Gymnastics	Head Coach	\$	3,646
	Assistants	\$	2,326
Weight Training		\$	3,345

## EXTRA PAY FOR EXTRA SERVICES 2000-2003

Position			Periods
ASST BAND COACH	\$	1,757	0
ASST DRAMA COACH HIGH SCHOOL	\$	1,255	0
BAND COACH	\$	3,232	0
CLASS ADVISOR, FRESHMAN	\$	1,130	1
CLASS ADVISOR, SOPHOMORES	\$	1,130	1
CLASS ADVISOR, JUNIORS	\$	1,130	1
CLASS ADVISOR, SENIORS	\$	1,130	1
COLOR GUARD ADVISOR	\$	2,290	1
COORDINATOR OF NURSES	\$	3,000	0
DEBATE CLUB ADVISOR	\$	2,499	0
DECATHLON ADVISOR	\$	1,056	0
DRAMATICS DIRECTOR, HIGH SCHOOL	\$	3,232	1
HIGH SCHOOL NEWSPAPER	\$	1,882	2
HONOR SOCIETY, HIGH SCHOOL	\$	1,130	0
INTRAMURALS	\$	5,021	0
LITERARY MAGAZINE	\$	753	0
MIDDLE SCHOOL CLUB ADVISORS (6)	\$	444	0
NEWSLETTER LITERARY EDITOR	\$	1,779	0
NEWLETTER PRODUCTION EDITOR	\$	1,779	0
PRODUCTION MANAGER/COSTUMES	\$	945	0
SAFETY PATROL ADVISORS	\$	502	0
SPRING CONCERT PRODUCTION	\$	1,506	0
STAGE DIRECTOR, HIGH SCHOOL	\$	3,232	0
STUDENT CONGRESS ADVISOR, H S	\$	753	1
THEATER WORKSHOP, MIDDLE SCHOOL	\$	1,668	0
WORK/STUDY COORDINATOR	\$	2,636	2
YEARBOOK, HIGH SCHOOL	\$	1,882	1
YEARBOOK, FUND RAISING, MIDDLE SCHOOL	\$	1,112	1
ACADEMIC COACH	\$	2,000	0
PEER LEADERS	\$	1,500	0
MIDDLE SCHOOL AVA COORDINATOR	\$	1,000	0
MIDDLE SCHOOL DIRECTOR OF ACTIVITIES	\$	1,000	0
DANCE CLUB ADVISOR	\$ \$	2,739	0 0
ASSISTANT DANCE CLUB ADVISOR	Ф	1,369	U

## **CUSTODAL SALARY GUIDE 2000-2001**

19	<del>1</del> 8	17	16	5	14	ಚ	12	=	10	9	œ	7	G	СЛ	4	ယ	2	_	Step	Salary Guide
18	17	16	귥	14	ಚ	12	그	10	9	œ	7	6	СЛ	4	ယ	2	<b></b>		Step	New
\$50,480	\$49,624	\$48,654	\$47,684	\$46,714	\$45,744	\$44,773	\$43,803	\$42,433	\$41,556	\$40,680	\$39,803	\$38,926	\$38,050	\$37,173	\$36,873	\$36,573	\$36,273		Þ	Category
\$48,878	\$48,421	\$47,804	\$47,191	\$46,591	\$45,621	\$44,759	\$43,789	\$42,262	\$40,893	\$39,590	\$38,289	\$36,919	\$35,338	\$34,413	\$34,113	\$33,813	\$33,513		₩	Category
\$47,735	\$46,319	\$45,290	\$44,260	\$43,230	\$42,201	\$41,171	\$40,142	\$39,112	\$38,082	\$37,053	\$36,061	\$35,199	\$34,599	\$33,644	\$33,344	\$33,044	\$32,744		ဂ	Category
\$44,471	\$43,315	\$42,445	\$41,574	\$40,704	\$39,834	\$38,964	\$38,094	\$37,224	\$36,353	\$35,483	\$34,613	\$33,743	\$32,820	\$31,850	\$31,534	\$31,234	\$30,934		ס	Category
\$41,801	\$41,469	\$40,717	\$40,363	\$39,763	\$39,163	\$38,563	\$37,593	\$36,553	\$35,513	\$34,466	\$33,281	\$32,195	\$30,859	\$29,995	\$29,695	\$29,395	\$29,095		ш	Category

Category A Head Custodian, High School, Middle School
Category B Head Custodian, Elementary Schools, Maintenance
Category C Grounds
Category D Assistant Head Custodian, High School, Middle School Custodians
Category E Custodians

An additional increment of \$350 may be granted after ten and fifteen years of good and consecutive service of continuous employment in the Bergenfield School System.

## **CUSTODIAL SALARY GUIDE 2001-2002**

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\$50,212	\$49,242	\$48,272	\$47,302	\$46,332	\$45,361	\$44,391	\$43,114	\$42,238	\$41,361	\$40,484	\$39,608	\$38,731	\$38,431	\$38,131	\$37,831			➤	Category
\$49,362	\$48,749	\$48,149	\$47,179	\$46,317	\$45,347	\$44,377	\$42,850	\$41,481	\$40,178	\$38,877	\$37,507	\$35,971	\$35,671	\$35,371	\$35,071			₩	Category
\$46,907	\$45,878	\$44,848	\$43,818	\$42,789	\$41,759	\$40,730	\$39,700	\$38,670	\$37,641	\$36,757	\$36,157	\$35,202	\$34,902	\$34,602	\$34,302			ဂ	Category
\$44,003	\$43,132	\$42,262	\$41,392	\$40,522	\$39,652	\$38,782	\$37,911	\$37,041	\$36,171	\$35,301	\$34,378	\$33,408	\$33,092	\$32,792	\$32,492			ם	Category
\$42,275 \$42,380	\$41,921	\$41,321	\$40,721	\$40,121	\$39,151	\$38,181	\$37,141	\$36,101	\$35,054	\$33,869	\$32,783	\$31,553	\$31,253	\$30,953	\$30,653			m	Category

Category A Head Custodian, High School, Middle School Category B Head Custodian, Elementary Schools, Maintenance

Category C Grounds
Category D Assistant Head Custodian, High School, Middle School Custodians
Category E Custodians

An additional increment of \$350 may be granted after ten and fifteen years of good and consecutive service of continuous employment in the Bergenfield School System.

## **CUSTODIAL SALARY GUIDE 2002-2003**

Category C Category D Category E	Category A Category B	19	18	17	16	15	14	ವ	12	<u></u>	10	9	œ	7	တ	СЛ	4	ယ	N	 Step	Guide	Salary
Grounds Assistant H Custodians	Head Cus Head Cus	16	15	14	ಪ	12	<u></u>	<b>3</b>	9	œ	7	တ	OI	4	ယ	2				Step	New	
Grounds Assistant Head Custodian, High School, Middle School Custodians Custodians	Head Custodian, High School, Middle School Head Custodian, Elementary Schools, Maintenance	\$51,772	\$50,896	\$49,926	\$48,956	\$47,986	\$47,016	\$46,045	\$45,075	\$43,892	\$43,015	\$42,138	\$41,262	\$40,385	\$40,085	\$39,785	\$39,485			>	Category	
n, High School	chool, Middle S tary Schools, N	\$50,170	\$50,046	\$49,433	\$48,833	\$47,971	\$47,001	\$46,031	\$45,061	\$43,534	\$42,165	\$40,862	\$39,561	\$38,191	\$37,325	\$37,025	\$36,725			σ	Category	
, Middle Schoo	chool Maintenance	\$49,027	\$47,591	\$46,562	\$45,532	\$44,502	\$43,473	\$42,443	\$41,414	\$40,384	\$39,354	\$38,411	\$37,811	\$36,856	\$36,556	\$36,256	\$35,956			C	Category	
l Custodians		\$45,763	\$44,687	\$43,816	\$43,046	\$42,176	\$41,306	\$40,436	\$39,565	\$38,695	\$37,825	\$36,955	\$36,032	\$35,062	\$34,746	\$34,446	\$34,146			0	Category	<b>,</b>
		\$43,093	\$42,959	\$42,605	\$42,375	\$41,775	\$40,805	\$39,835	\$38,865	\$37,825	\$36,785	\$35,738	\$34,553	\$33,467	\$32,907	\$32,607	\$32,307			m	Category	<b>)</b>

An additional increment of \$350 may be granted after ten and fifteen years of good and consecutive service of continuous employment in the Bergenfield School System.

## Secretarial Salary Guides 2000-2001

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36,753 37,510	0	S	$\Omega$	4	ယ	2	~	0	9	$\infty$	7	တ	$\mathcal{O}$	$\mathcal{Q}$	S			σ	Category	
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32,470 33,292	32,059	31,649	31,149	30,549	29,648	28,802	28,095	27,028	26,064	25,220	23,958	23,460	23,192	22,892	22,592			ဂ	ategory	
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33,220 34,042	N	N			0	ထ	ထ	7	တ	S	4	4	ယ	ယ	ယ			O	Category	

Career Step: \$350 upon completion of 10 years service

Plus Step: \$350 each 3 years after 10 years of service up to a maximum of \$1,750.

## SICIONS.

Category A: Secretary to Assistant to Superintendent for Curriculum/Instruction, High School Principal, Middle School Principal, Data Processing, Accounts Payable, (12 months).

Category B: All other 12 month Secretaries and Clerks.

Category C: All 10 month Secretaries and Clerks.

Category D: Secretary to Elementary School Principal (\$750 differential over other ten or twelve month secretaries is included.

## Secretarial Salary Guides 2001-2002

Salary Guide	New	Category	Category	Category	Category
Step	Step	<b>&gt;</b>	<b></b>	ი ,	, ם
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4		\$ 27,787	\$ 26,759	\$ 24,068	\$ 24,818
نان نان	2	\$ 28,087	\$ 27,059	\$ 24,368	N
თ	ယ	\$ 28,387	\$ 27,359	\$ 24,668	
7	4	\$ 29,020	\$ 27,904	\$ 24,936	\$ 25,686
œ	51	\$ 30,701	\$ 29,153	\$ 25,796	
9	6	\$ 31,706			
10	7	\$ 32,780	\$ 31,063	\$ 27,604	\$ 28,354
그	œ				
12	9	\$ 34,823	\$ 32,974	\$ 29,571	\$ 30,321
3	10	\$ 35,744			
14	<u> </u>				
15	12				
16	13	\$ 38,117		\$ 32,225	
17	14		\$ 36,940	\$ 32,635	\$ 33,385
<del>2</del>	15				
19	16	\$ 41,070	\$ 38,220	\$ 34,002	\$ 34,752

Career Step: \$350 upon completion of 10 years service

Plus Step: \$350 each 3 years after 10 years of service up to a maximum of \$1,750.

## Positions:

Category A: Secretary to Assistant to Superintendent for Curriculum/Instruction, High School Principal, Middle School Principal, Data Processing, Accounts Payable, (12 months).

Category B: All other 12 month Secretaries and Clerks.

Category C: All 10 month Secretaries and Clerks.

Category D: Secretary to Elementary School Principal (\$750 differential over other ten or twelve month secretaries is included.

## Secretarial Salary Guides 2002-2003

19	<del>2</del>	17	16	5	14	3	12	<b>=</b>	10	9	œ	7	6	IJ.	4	ယ	2	_	Step	Guide	Salary
5	14	13	12	1	10	9	œ	7	6	<b>5</b> 1	4	ယ	2	_					Step	New	
\$ 41,883	\$ 40,486	\$ 39,613	\$ 38,740	\$ 37,867	\$ 37,117	\$ 36,367	\$ 35,446	\$ 34,438	\$ 33,403	\$ 32,329	\$ 31,324	\$ 29,910	\$ 29,610	\$ 29,310					>	Category	
\$ 39,033	\$ 37,952	\$ 37,563	\$ 37,063			\$ 34,552		\$ 32,641	\$ 31,686	\$ 30,731	\$ 29,776	\$ 28,882	\$ 28,582	\$ 28,282					₩	Category	
\$ 34,815			\$ 32,848	\$ 32,348	\$ 31,748	\$ 30,901	\$ 30,194	\$ 29,294	\$ 28,227	\$ 27,319	\$ 26,459	\$ 26,191	\$ 25,891	\$ 25,591					ဂ	Category	
\$ 35,565	\$ 34,419			\$ 33,098		\$ 31,651	\$ 30,944	\$ 30,044		\$ 28,069	\$ 27,209	\$ 26,941	\$ 26,641	\$ 26,341					0	Category	

Career Step: \$350 upon completion of 10 years service

Plus Step: \$350 each 3 years after 10 years of service up to a maximum of \$1,750.

Positions:

Category A: Secretary to Assistant to Superintendent for Curriculum/Instruction, High School Principal, Middle School Principal, Data Processing, Accounts Payable, (12 months).

Category B: All other 12 month Secretaries and Clerks.

Category C: All 10 month Secretaries and Clerks.

Category D: Secretary to Elementary School Principal (\$750 differential over other ten or twelve month secretaries is included.

## BUS DRIVER SALARY GUIDES School Year 2001-2003

Sch	iool	Year	Sch	iool	Year	School Year						
20	00-2	001	20	01-2	2002	2002-2003						
Step	A	mount	Step	A	mount	Step	Δ	mount				
1	\$	20,519	1	\$	20,881	1	\$	21,408				
2	\$	20,795	2	\$	21,157	2	\$	21,684				
3	\$	21,067	3	\$	21,429	3	\$	21,956				
4	\$	21,306	4	\$	21,668	4	\$	22,195				
5	\$	21,601	5	\$	21,963	5	\$	22,490				
6	\$	21,843	6	\$	22,205	6	\$	22,732				
7	\$	22,209	7	\$	22,571	7	\$	23,098				
8	\$	23,054	8	\$	23,416	8	\$	23,943				
9	\$	23,899	9	\$	24,261	9	\$	24,788				
10	\$	24,781	10	\$	25,143	10	\$	25,670				
11	\$	25,432	11	\$	25,794	11	\$	26,321				
12	\$	26,042	12	\$	26,561	12	\$	27,245				
13	\$	26,859	13	\$	27,378	13	\$	28,062				

### AFFIRMATIVE ACTION

"It is the policy of the Bergenfield Board of Education not to discriminate in its educational programs, activities, employment policies, or admission policies and practices on the basis of race, color, natural origin, sex or handicap.

Title VI	Coordinator	-		Cirelli, to the Superintendent
Title IX	Coordinator	-		Cirelli, to the Superintendent
Title 504	Coordinator	-		Cirelli, to the Superintendent
ADA	Officer	-	Richard A. Assistant	Cirelli, to the Superintendent

Mr. Richard A. Cirelli Assistant to the Superintendent 100 South Prospect Avenue Bergenfield, New Jersey 07621 (201) 385-8020