

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: BERGENFIELD BOE County: BERGEN
 2 Employee Organization: BAA Number of Employees in Unit:
 3 Base Year Contract Term: 2019 New Contract Term: 3 YEAR

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance
 5 Contract settled with assistance of mediator
 6 Contract settled with assistance of fact-finder
 7 Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 1815746
 10 Longevity Costs in Base Year \$ 17475
 11 Total Salary Base \$ 1833221

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>7-1-19</u>	<u>7-1-20</u>	<u>7-1-21</u>		
13 Cost of Salary Increments (\$)	<u>58641</u>	<u>60401</u>	<u>62213</u>		
14 Salary Increase Above Increments (\$)					
15 Longevity Increase (\$)	<u>1775</u>	<u>-</u>	<u>2175</u>		
16 Total \$ Increase (sum of lines 13-15)	<u>60416</u>	<u>60401</u>	<u>64388</u>		
17 New Salary Base (\$)	<u>2013370</u>	<u>2073772</u>	<u>2135985</u>		
18 Percentage increase over prior year	<u>3</u> %	<u>3</u> %	<u>3</u> %	%	%

*If contract duration is longer than five years, please add an additional page.

Employer: BERGENFIELD BOE

Employee Organization: BAA

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

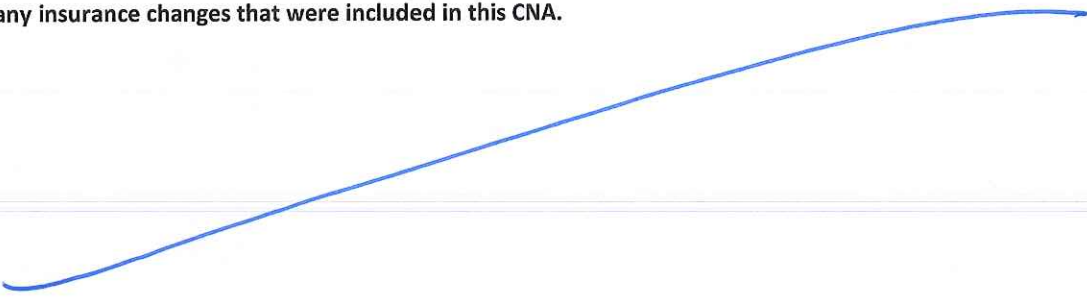
	Base Year	Year 1
21 Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
22 Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
23 Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
24 Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
25 Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>
26 Employee Insurance Contributions	\$ <input type="text"/>	\$ <input type="text"/>
27 Employee Contributions as % of Total Insurance Cost	<input type="text"/> 35 %	<input type="text"/> 35 %

Employer: BERGEN FIELD BOE

Employee Organization: BAA

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.



SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: DAVID DIFISA
Position/Title: BUS. ADM.
Signature: [Signature]
Date: 6-5-19

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

2019-2022

CONTRACT AGREEMENT

between

BERGENFIELD BOARD OF EDUCATION

and

THE BERGENFIELD ADMINISTRATORS' ASSOCIATION

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Bergenfield Administrators' Association as the exclusive negotiation representative, as defined under the laws of the State of New Jersey as written in Title 18A of the revised statutes annotated of the State of New Jersey and in accordance with P.L. 1974, c.123, for all principals, assistant principals, directors and supervisors employed by the Board. The Board recognizes that it is required to negotiate over changes to the terms and conditions of employment that are mandatory topics of negotiations under New Jersey law.

- B. The term, "administrator," when used hereinafter shall refer to all professional employees represented by the Association in the negotiation unit as defined above.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Deadline Dates

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. The Board and the Association shall exchange written proposals no later than January 15th.
2. Negotiations shall commence with a meeting after receipt of the proposals.

B. Negotiating Team Authority

1. Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of the negotiations. Any agreement reached by the parties shall be subject to ratification by the Board and the membership of the Association.

C. Modification - Understanding of Parties

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of

either or both of the parties at the times they negotiated or executed this Agreement.

2. 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.
3. This Agreement shall be executed as of July 1, 2019 and shall continue in effect until June 30, 2022, subject to the Association's right to negotiate over a successor agreement, as provided herein.

**ARTICLE III
GRIEVANCE PROCEDURE**

- A. Any individual member of the Association shall have the right to initiate a complaint against the application of policies and administrative decisions affecting him/her as covered by this contract. Any person presenting a question or appeal in matters covered by this Agreement shall be free from restraint, interference, coercion, discrimination or reprisal as a result of said question or appeal. He/she shall have the right to present his/her appeal, or to designate another person or group of his/her own choosing to appear with him/her or for him/her at any step of his/her appeal. Each side may have representatives at every meeting concerning a grievance.
- B. The initial discussion shall be made with the individual's immediate supervisor, within thirty (30) calendar days from the date of the action or decision which forms the subject matter of the grievance. In the event that the nature of a grievance makes it inappropriate to follow the regular channel of this procedure, such grievance may be presented in writing to the next higher level. If the authority at this level considers the reason for by-passing the regular channels to be insufficient, he/she shall notify the complaining party of his/her decision so that the grievance may be presented through the regular channels.
- C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he/she shall set forth his/her complaint in writing to his/her immediate superior. His/Her superior shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written complaint.
- D. The employee may appeal his/her administrator's decision to the Superintendent of Schools within thirty (30) school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall

request a report on the grievance from the Administrator, shall confer with the concerned parties and upon request, with the employee or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) school days. The Superintendent shall communicate his/her decision in writing.

- E. It is understood that at each level of administrative responsibility the question or grievance shall be reviewed from all aspects, hearing all sides of the problem so that a decision can be reached that is fair to all concerned.
- F. Again, if mutual satisfaction is not obtained, an appeal by the employee may be presented, in writing, to the Board of Education, through the Superintendent of Schools within thirty (30) days of the Superintendent's written decision. If requested, the Board shall review the grievance by holding a closed hearing and render a decision, in writing, within thirty (30) school days.
- G. Matters not settled at the level of the Board of Education then enter the procedures established by the Laws of the State Board of Education, relevant to such situations.
- H. The Association or Superintendent of Schools may initiate group grievances in which case the procedure outlined above shall be initiated. Arbitration grievances shall concern the application and interpretation of the terms of this Agreement. In the case in which a grievance is submitted for arbitration, the arbitrator shall be selected from the panel of and pursuant to the rules of PERC, John Fitch Plaza, P.O. Box 2209, Trenton, New Jersey 08625. The opinion of the arbitrator shall be of an advisory nature and shall not be binding upon either party. Any costs arising out of arbitration shall be borne equally between parties.

**ARTICLE IV
SUPERVISORY EMPLOYEE RIGHTS**

A. Rights and Protection in Representation

1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association; collective negotiations with the Board; or his/her institution of any grievance, complaint or proceedings under this Agreement, or otherwise with respect to any terms of conditions of employment.

B. Statutory Savings Clause

1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere.

C. Required Meetings or Hearings

1. Whenever any employee is required to appear before the Superintendent, Board or any committees thereof concerning any matter that may adversely affect the status of his/her employment, he/she shall be given reasonable prior notice (which will be in a written form) of the reasons for such meeting or interview and shall have the opportunity to have (a) representative(s) of the Association and/or attorney present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in accordance with provisions of *N.J.S.A. 18A:25-6* and shall be with pay in compliance with *N.J.S.A. 18A:6-8.3* until formal determination by the appropriate authority.
2. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

D. Criticism of Supervisory Employees

1. Any criticism by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.
2. Any complaints regarding an employee made to a supervisor or Board member must be made in writing. The complaints must identify a specific individual and the specific action complained of. If a complaint does not contain this information, an agent of the Board will make reasonable attempts to determine this information with the complainant before addressing the complaint with the employee. The employee shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented

by the Association or legal counsel at any meetings or conferences regarding such complaint.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

1. The Board agrees to provide the Association access to public records which are required by law to be made, maintained or kept on file by the Board.

B. Use of School Buildings

1. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times with the approval of the Principal and written notification to the Superintendent by the Association at least twenty-four (24) hours ahead of the use of the building in non-emergent cases, provided that this shall not interfere with or interrupt normal school operations.

C. Use of School Equipment

1. The Association shall have the right to use school facilities and equipment, including typewriters, computers, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, with the approval of the Principal and with the understanding that the Association shall be responsible for the cost of all materials and supplies and the repair of damage.

D. Exclusive Rights

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

E. Agency Shop

1. *Purpose of Fee*

- a. If an administrator does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said administrator 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.

2. *Amount of Fee*

- a. 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.

3. *Deduction and Transmission of Fee*

- a. The Board agrees to deduct from the salary of any administrator who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and

promptly will transmit the amount so deducted to the Association.

- b. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each administrator during the remainder of the membership year in question. The deductions will begin thirty (30) days after the administrator begins his employment in an Association position.

4. *Save Harmless*

- a. The Association agrees to save the Board harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

- 5. Article V shall not be interpreted in a manner inconsistent with the United States Supreme Court's decision in *Janus v. American Federation of State, County and Municipal Employees, Council 31*, 133 S.Ct. 2448 (U.S. 2018).

**ARTICLE VI
EVALUATION**

A. Right to Full Knowledge

1. The Board of Education and the Superintendent subscribe to the principles that an employee has the right to full knowledge regarding the judgment of his/her supervisor with respect to the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. Frequency of Review

1. Principals and assistant principals will be evaluated pursuant to *N.J.A.C. 6A:10-5.4*. The Superintendent shall establish the procedures to implement the evaluations required by the regulation for principals and assistant principals. Principals and assistant principals will be evaluated by the Superintendent of Schools or his/her designee.
2. Directors and supervisors will be evaluated pursuant to *N.J.A.C. 6A:10-6.2*. The Superintendent shall establish the procedures to implement the evaluations required by the regulation for directors and supervisors. Directors and supervisors will be evaluated by the Superintendent of Schools or his/her designee.

C. Evaluation Procedures

1. *Copies of Reports*
 - a. Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file

without the employee's signature. Further, each employee shall receive a copy of each written evaluation within ten (10) school days of the evaluation conference. In the event an employee refuses to sign the written acknowledgement, the Superintendent shall call another meeting with the employee and the Association President or his/her designee. At the meeting the Superintendent shall demonstrate to the Association representative that an evaluation of the employee has been completed and shared with the employee. The Superintendent and the Association representative shall each sign a statement acknowledging that the employee was given a copy of this evaluation. The form of the statement shall be as follows:

I am witness to the fact that on _____, 20____, the Superintendent of Schools or his/her designee presented _____ with a copy of this written evaluation.

Superintendent
of Schools or
Designee

President,
Bergenfield His/Her
Administrators'
Association or
His/Her Designee

This statement shall be incorporated into the body of the evaluation. The evaluation may then be placed in the employee's personnel file.

2. *Rights of Employee to Respond*

- a. The employee is entitled to have his/her response to the evaluation appended to the evaluation report.

3. *Notice of Contract Renewal*

- a. Each nontenured administrator shall receive written notice, prior to May 15 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year, unless a later date is set by statute, regulation or executive order.

**ARTICLE VII
LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave with pay shall be granted to all full time employees of the Board on the basis of eleven (11) school days per year for each year of employment. Unused days of sick leave shall be accumulated from year to year. Sick days shall be prorated for any employee who works less than a full year.

B. Temporary Leaves of Absence

1. *Death in Family*

- a. Leave with pay for four (4) days shall be granted 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). Extension of leaves of this classification shall be at the discretion of the Board of Education.
- b. 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).

2. *Jury Duty*

- a. Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted without loss of pay provided the administrator has first exercised his/her exemption under *N.J.S.A. 2B:20-10*. Where the employee is unsuccessful in receiving an exemption, a letter confirming the purpose of such leave from a sheriff, court or United States Attorney,

depending on jurisdiction, must be filed with the Superintendent of Schools immediately upon receipt of written notice of such required leave. Remuneration received for service on a jury excluding any travel allowances, shall be returned to the school district.

3. *Personal Leave*

- a. Leave of up to three (3) days each year for personal emergencies may be granted with pay by the Superintendent of Schools. Such leave shall not be cumulative.
- b. Requests for leave of this nature shall be submitted to the Superintendent of Schools or his or her designee 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.
- c. Additional leave in this category may be granted with the approval of the Board of Education not to exceed ten (10) school days per year. The following salary deductions from the employee's annual salary, or portion thereof, may be applied in instances where such additional leave is granted: 1/500 of annual salary.
- d. Any unused personal days shall be converted into sick days at the end of the school year.

4. *Professional Conferences*

- a. The Superintendent of Schools or his/her designee will consider Bergenfield Administrators' Association member requests to attend respective annual, national, state or local association conferences. Such requests will be considered on an individual basis as reviewed by the Superintendent of Schools or his/her designee.

C. Child Care Leave

1. Child care leave, in addition to the family leave to which an employee is statutorily entitled, shall be available to all administrators to care for a newborn child or an adopted child subject to the following conditions:
 - a. An administrator shall apply to the Superintendent in writing for the child care leave.
 - b. The administrator shall give as much advance written notice as possible but no less than sixty (60) days.
 - c. The written application shall include the dates for the commencement and the termination of the leave. The dates may be adjusted by the Board to minimize the disruption to the operation of the school systems.
 - d. Any extensions to the leave will be at the discretion of the Board.
 - e. Where child care leave is granted to a nontenured administrator, the administrator will not accrue tenure while on leave. The Board need not grant a leave to a non-tenured administrator which extends beyond the end of the contract school year in which the leave is obtained.

- f. A tenured administrator who leaves at the close of the school year is entitled to a maximum of two (2) full school years leave. A tenured administrator who leaves during the school year is entitled to one (1) full school year, plus the remainder of the school year in which he/she left. In either case, the administrator must notify the Superintendent of Schools in writing of his/her intent to return to work by April 1 prior to the September of his/her return.
- 2. Female administrators who want to return to work after the birth of their child rather than take disability leave, family leave or child care leave pursuant to this provision, may do so by providing a physician's certificate which attests to the ability to perform the administrative duties required by the Board.
- 3. Female administrators shall be entitled to remain in their position while pregnant provided:
 - a. Performance is not affected by the condition; and
 - b. A physician's certificate can be provided which attests to the administrator's ability to perform her duties in the event that the Board or the Superintendent has reason to suspect that the administrator is unable to so perform. The Board reserves the option to have the Board physician evaluate an administrator's ability to perform. Where the opinion of the administrator's physician contradicts the Board's physician, the Board may, at its own cost seek the opinion of a third physician which it selects jointly with the administrator and whose opinion shall be final and binding.

4. Where both parents/guardians of an adopted or newborn child are employed by the Board, only one parent/guardian shall be entitled to a child rearing leave.
5. All requests for extensions or renewals of leaves shall be made in writing to the Superintendent. The Superintendent shall respond to the request in writing, subsequent to approval/disapproval by the Board of Education.

D. Sabbatical Leave

1. *Basis for Leave*
 - a. A sabbatical leave may be granted to an administrator by the Board for graduate study, independent study or research deemed to be of benefit to the aims and objectives of the Bergenfield School District. The applicant's record of performance shall be considered in the Superintendent's recommendation to the Board.
2. *Procedure*
 - a. Applicants must have held an administrative position for seven (7) continuous years in the Bergenfield School District.
 - b. The leave will encompass one (1) year at 1/2 contractual salary.
 - c. Salary and seniority after returning will be equal to the level the employee would have received had he/she continued in his/her position.
 - d. Application must be made twelve (12) months preceding the school year in which the leave is to take place. Applicants must be notified in writing by January 1.

**ARTICLE VIII
VACATIONS AND WORK YEAR**

- A. The Board of Education and the Association agree that it is the responsibility of the administrator to structure his/her time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the position and that any time limitation diminishes the position.
- B. The contract period shall be July 1 to June 30.
- C. All administrators with twenty-three (23) vacation days as of June 30, 2011 shall receive twenty-eight (28) vacation days; all other administrators shall receive twenty-five (25) vacation days. Administrators shall submit his/her schedule for vacation during the summer no less than sixty (60) days prior to July 1. The Superintendent must approve the vacation schedule thirty (30) days prior to July 1. All administrators hired after June 30, 2011 who have worked less than ten (10) years as administrators are entitled to twenty-five (25) vacation days after working a full year. The Board is aware that administrators who have not worked a full year may at times need a vacation day; if an administrator has not worked a full year and has accumulated enough time to have earned vacation days for the next year they may request to take a vacation day. Days taken will be subtracted from the twenty-five (25) days they would have been given in July. Once an administrator has worked a contract year there will be no pro rating of vacation days. Up to five (5) vacation days that are unused due to extenuating circumstances may be carried over into the next year, with three (3) of five (5) being converted to sick days for the next year, only upon application to the Board on or before May 15 for its approval, and such approval shall not be unreasonably withheld. However, if those days are not used in that next year, they shall be lost and shall not carry over into a second year. Upon leaving the district, administrators shall be paid for unused vacation days at the per diem rate applicable at the time of their departure from the district.

- D. Administrators shall utilize any of the vacation days set forth in Article VII.C above during the school year with prior written approval of the Superintendent provided such use does not interfere with their primary responsibilities (and providing administrative personnel is available at all times).

- E. School holidays are part of the regular vacation and are not to be counted as part of the total vacation days. Administrators shall not be required to work on the following holidays: (1) Labor Day (2) Thanksgiving; (3) Friday after Thanksgiving; (4) Christmas Eve; (5) Christmas Day; (6) New Year's Eve; (7) New Year's Day; (8) President's Day; (9) Good Friday; (10) Memorial Day; (11) Independence Day; (12) Rosh Hashanah; and (13) Yom Kippur. In the event that one of these holidays falls on a Saturday, it shall ordinarily be observed on the preceding Friday; in the event it falls on a Sunday, it shall be ordinarily observed on the following Monday. Should the district not observe the holiday and school is open on a holiday each administrator shall receive a floating holiday which must be used either during the December, February or Spring break. Finally, if the District is closed due to unused inclement weather days, administrators are not required to report to work or use vacation days on those days.

- F. An administrator who wishes to attend the NJEA Convention may do so without loss of personal or vacation time, provided that a request is made (on the professional development form), the seminar conference is consistent with the District goals and the administrator's professional growth plan, and the request is approved by the Superintendent.

- G. Vacation days cannot be used to extend the December, February or Spring break by more than one day per person per year.

**ARTICLE IX
TRANSFERS AND REASSIGNMENTS**

- A. Notice of all vacancies in administrative positions will be posted in each school by the Superintendent of Schools or his/her designee within thirty (30) school days of:
1. Acceptance of a letter of resignation; and/or
 2. Official Board action vacating a position or creating a new position within the school system.
- B. Certified Administrators who are interested may then apply for said positions according to the following protocol:
1. Five (5) school days will be given in which to submit a letter of intent.
 2. 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. However, should an administrator be absent from his/her position for more than fifteen (15) school days, the Superintendent will then appoint an acting administrator to fill that position for the remainder of the leave. If the acting administrator is a current member of the Association, a fair and equitable compensation shall be agreed upon before assignment of additional duties.
- D. Administrators desiring a change of assignment shall make their request in writing to the Superintendent of Schools by April 15 prior to the school year in which the change in assignment would take place.

- E. Any change in subject or position shall be made in writing by June 1st to the administrator involved except where there are necessary schedule changes.
- F. Written notice of an involuntary transfer shall be provided to the administrator affected at least thirty (30) calendar days in advance thereof. The Board shall use its best efforts to comply with this requirement except in cases of emergency.
 - 1. Any employee who is to be transferred to a principalship in a category in which he/she has not served previously, e.g., high school principal to elementary school principal shall be given sixty (60) calendar days' notice and the Board shall exert its best efforts to comply except in cases of emergency. Any employee who might be transferred within his/her designated category shall be given thirty (30) calendar days written notice and the Board shall exert its best efforts to comply except in cases of emergency.
 - 2. The transferred Administrator shall be provided with all information available in order to become acquainted with the school curriculum.
- G. The Board of Education will make every effort to include the President of the BAA, and/or his/her designee(s) in discussions involving possible elimination or major changes in working conditions of positions covered by this agreement. Nothing contained herein shall be construed to deny or restrict responsibilities under Title 18A of the New Jersey Statutes or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE X
PROFESSIONAL DEVELOPMENT

A. Professional Dues.

1. The Board of Education will pay the dues for one (1) professional organization for each member, as approved by the Superintendent, provided, however, that the maximum amount payable to each member annually shall not exceed \$1,000, and provided the member produces an invoice to substantiate the amount of the dues.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. Tax Sheltered Annuity

1. An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of *N.J.S.A. 18A:66-127 et seq.*, and the terms of a group contract approved by the Board.

B. Save Harmless

1. The Association agrees to save the Board harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XII
SALARIES AND INSURANCE

A. Salaries

1. **Salary Schedules.** The Board and the Association agree that the salary schedules attached hereto and made a part hereof, including the general provisions thereon pertaining to educational stipends and longevity, shall apply to all administrators within the Association for the entire duration of said Agreement. The parties agree that for each of the three school years, administrators' base salaries shall increase by: 2019-2020 = 3.0%, 2020-2021 = 3.0%, 2021-2022 = 3.0%, subject to the salary cap maximums and principles set forth in Appendix A.

B. Insurance

The Board agrees to provide each contracted administrator with the following benefits listed below, the cost of which shall be borne by the Board except to the extent that each administrator is required to pay one and one half percent (1.5%) of his/her base salary, consistent with *N.J.S.A. 18A:16-17* or any amendments thereto, or the contributions specified in c.78, P.L. 2011 (Sections 39 and 41), whichever is higher, through the withholding of the contribution from the pay, salary or other compensation, towards the cost of said health care benefits coverage.

1. Individual or family coverage through the New Jersey State Health Benefits Plan.
2. Individual and dependent coverage through the existing plan with Delta Dental.

3. The Board of Education shall, upon receipt of proof of payment, reimburse each administrator up to \$200.00 per contract year towards the cost of eyeglasses/corrective lenses.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- A. Upon voluntary retirement in order to receive immediate benefits, and not merely deferred retirement, and if the administrator has completed ten (10) or more years of service within the Bergenfield School District, he or she shall receive per diem remuneration for all accumulated sick leave days in accordance with the following schedule:
1. 0-200 days at \$105.00 per day;
 2. The maximum payout to an administrator pursuant to this section shall be capped \$16,000.
 3. Payment, at the Board's option, may be postponed to July 1 (one year and a day next following the year of retirement).
- B. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the Internal Revenue Service rate.
- C. The Board of Education will notify the Association, in writing through the Superintendent of Schools, of any items initiated by any group which could change the administrative responsibilities of the Unit.
- D. The Bergenfield Administrators' Association shall attend the Board of Education meetings from time to time as requested by the Board or its designee and will attend Parents' Night, Open House, Orientation Programs, In-Service training programs.
- E. **Lunch Periods**
1. The normal in-school work day shall include a duty-free lunch period for all administrators.

2. The principals recognize that they are the primary resource administrators for the Public School buildings. The Board of Education recognizes the right of each principal to the duty free lunch period. Therefore, the Board of Education will provide for a certified person in each school to supervise the student lunch program and lunch room aides under the principals' supervision.
3. When an emergency situation occurs and supervision is needed, the administrator involved will personally supervise the pupils' lunch period and will arrange for his/her lunch period at another time on that day.

F. Printing and Distribution

1. The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

G. Notice

1. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:
2. If by Association, to Board at 225 West Clinton Avenue, Bergenfield, New Jersey.
3. If by the Board, to Association at in care of the school to which the president of the Association is assigned.

H. Teaching Assignments

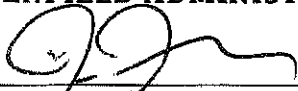
1. The Board shall make every effort to eliminate teaching periods for administrators currently teaching classes.

**ARTICLE XIV
LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

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

BERGENFIELD ADMINISTRATORS' ASSOCIATION


By:  Association President

By:  Secretary

Date: 5-16-19

BERGENFIELD BOARD OF EDUCATION

By:  Board of Education President

By:  Secretary

Date: 5-17-19

**APPENDIX A
SALARY SCHEDULES**

Year	Minimum	Maximum
High School Principal		
2019-2022	\$110,000	\$183,000
Middle School, Elementary, and Assistant Principals		
2019-2022	\$101,000	\$178,000
Directors and Supervisors		
2019-2022	\$90,000	\$176,000

Educational Credits		Longevity	
MA	\$1,000	10+ years	\$1,275
M+32	\$1,400	15+ years	\$1,800
M+45	\$2,060	20+ years	\$2,700
M+60	\$ 2,415	25+ years	\$3,200
Ed.D	\$3,000	30+ years	\$3,675

NOTES

Stipends for educational credits and for longevity shall be added individually to an administrator's base salary. Stipends are not added cumulatively. Salary caps apply to base salary. Any members who are over that amount shall have their base salaries frozen.

Administrators hired on or before June 30, 2013 are eligible for longevity based upon years of service in the District; those hired on July 1, 2013 or thereafter are eligible for longevity based upon years of service *as an administrator* in the District.

The Board and the Administrators agree that in the event that the salary caps for Superintendent salaries are increased or removed, negotiations on maximum pay for each administrator group will commence.