

A G R E E M E N T

between

BELVIDERE BOARD OF EDUCATION

AND

BELVIDERE EDUCATION ASSOCIATION

X July 1, 1986 to June 30, 1988

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P R E A M B L E

THIS AGREEMENT, entered into this 17th day of October, 1986, by and between the BELVIDERE BOARD OF EDUCATION, BELVIDERE SCHOOL DISTRICT, Belvidere, New Jersey, hereinafter called the "Board", and the BELVIDERE EDUCATION ASSOCIATION, hereinafter called the "Association"..

WITNESSETH THAT

WHEREAS the Board of Education is required by law to negotiate in good faith concerning terms and conditions of teacher employment and for the purpose of establishing a grievance procedure with the Association,

NOW, THEREFORE, the Board and the Association have reached agreement on all such matters and desire to execute this Contract covering such agreement.

ARTICLE I

RECOGNITION

A. 1. The Board hereby recognizes the Belvidere Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in Section 7, Chapter 303, Public Laws of New Jersey of 1968, as amended by P. L. 1087, Chapter 123, 1974, for all certificated teaching personnel, including:

Classroom teachers  
Reading teachers  
Guidance counselors  
Librarian  
Nurses  
Child Study Team members, exclusive of those  
holding administrative positions  
All extra-curricular personnel

but excluding:

The Superintendent of Schools  
Principals  
Assistant Principals

2. The term "teacher", when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as defined above.

3. The term "Board" shall include its officers and agents.

4. References herein to "male" teachers shall include female teachers.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

1. Beginning not later than 75 days prior to Board's required budget submission date, or November 1st, whichever comes first, of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor Agreement in accordance with such procedures as the negotiations teams may agree upon, in a good faith effort to reach an Agreement concerning terms and conditions of employment. Any Agreement so negotiated shall apply to all teachers, shall be reduced to writing, and if ratified by the Association, and if adopted by the Board, be signed by the Association and the Board.

2. This Agreement incorporates the entire understanding of the Belvidere Board of Education and the Belvidere Education Association on all issues which are or could have been the subject of negotiations. During the term of this Agreement, neither the Board nor the Association will 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 time they negotiated or signed this Agreement.

## ARTICLE 111

### GRIEVANCE PROCEDURE

1. A "grievance" shall mean a claim by a teacher that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the teacher or the Association within thirty (30) days of the time the teacher knew or should have known of its occurrence.

(a) Aggrieved Person - An "aggrieved person" is the person or persons or the Association making the claim.

(b) Party in Interest - A "Party in interest" is the persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

2. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

4. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

6. A grievance initiated after April 1st by the teacher should be answered within the specified number of calendar days rather than school days in order to eliminate the problem from the new school year.

7. Level One

Any teacher who has a grievance shall discuss it first with his principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level.

8. Level Two

(a) If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to his principal on the grievance form provided.

(b) The principal shall communicate his decision to the teacher in writing with reasons within five (5) school days of receipt of the written grievance.

9. Level Three

The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above, and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

10. Level Four

If the grievance is not resolved to the teacher's satisfaction, the teacher, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing, with reasons, within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

## 11. Level Five

(a) If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, and if the matter pertains to this Agreement between the Board and the Association, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A teacher, in order to process his grievance beyond Level Four, must have his request for such action accompanied by the written recommendation for such action by the Association.

(b) No claim by a teacher shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (1) any matter for which a detailed method of review is prescribed by law, (2) any rules or regulations of the State commissioner of Education, any by-law of the Board of Education pertaining to its internal operation, but not to the violation, interpretation, or application, or such rules or regulations, or (3) any matter which according to law is beyond the scope of the Board authority.

## 12. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of a third person referred to as an arbitrator:

(a) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

13. Rights of Teachers to representation

(a) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

(b) When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, have the right to have a representative of the Association attend and present its position in writing at all meetings with the teacher held concerning the grievance and shall receive a copy of all decisions rendered.

14. Miscellaneous

(a) Separate grievance file: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

(b) Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(c) Meetings and hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

15. Costs

(a) Each party shall bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.



ARTICLE IV  
TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, as amended by P.L. 1087, Chapter 123, 1974, the Board hereby agrees that its teachers shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising a governmental power under the color of law of the State of New Jersey, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any teacher with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association, including collective negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from, the specific terms of this Agreement.

B. No teacher shall be disciplined, receive a written reprimand, be reduced in rank or compensation without just cause.

C. Whenever a teacher is required to appear before the Board or an administrator concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or salary or any increment pertaining thereto as stipulated in this contract, then he shall be given prior written notice (time and circumstances permitting - in the judgment of the Superintendent) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. The sole course of teacher rights are those founded in law or in contracts entered into individually or collectively.

E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

F. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Belvidere School District based on his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed without consultation of the teacher and principal. Shall the principal fail to agree upon the subject grade or evaluation, either party may request the Superintendent to review the matter. The Superintendent shall inform the Board of his review and recommendations. The Board will act upon the matter and its decision will be adhered to.

G. Any questions or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, notwithstanding fallibility of supervisor, administrator, or Board member.

H. All teachers shall have the right to examine the contents of their personnel records in the presence of an administrator. Records may not be removed from the administrator's office.

1. Any unsatisfactory report or comments placed in a personnel file must be signed by the teacher. Said teacher will have the right to respond in writing, within the ten (10) school days of receipt of said report or comment, and his response will be included with the original report.

2. After three (3) years, any derogatory comments or unsatisfactory reports, other than observations and evaluations, in an individual's personnel file, will be removed and destroyed.

## ARTICLE V

### ASSOCIATION RIGHTS

A. The Board agrees to furnish to the Association the following information concerning the operation of the Belvidere School District: Annual Financial Records and Audits in the form presented to the Board, and which becomes available to the public, register of Certificated Personnel, Minutes of all Board meetings, pupil census data, individual and group teacher health insurance premiums, teacher experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.

B. Whenever any representative of the Association or any teacher participates during working hours in direct negotiations or in grievance proceedings, he shall suffer no loss in pay. It is understood that negotiations and grievance proceedings shall include board and/or administration participation.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association, may be permitted to transact official Association business on school property at reasonable times, as determined by the Superintendent.

D. The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as prescribed in the Policy Handbook of the Belvidere Board of Education, and at times and under conditions which, in the judgment of the Superintendent, will not interfere or interrupt normal school operations.

E. The rights 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 members of the negotiating unit and to no other comparable teacher organization.

F. Association meetings shall be honored as long as there is 48 hours notice and there is no prior conflict. The Superintendent of Schools shall have the right to preempt the meeting in case of emergency.

G. The Board of Education, through its Personnel Committee, will request the opinion of the extra-curricular people regarding the hiring of new teachers in their particular field or expertise. The Board retains final authority in hiring.

H. The Board shall provide a desk and locking filing cabinet for the exclusive use of the Belvidere Education Association.

I. If an eligible employee does not become a member of the Association during any membership year 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. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative. In order to adequately offset the per capita cost of services rendered by the Association, the representation fee should be equal to 85% of the regular membership dues and assessments charged by the Association to its own members.

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association notice, as soon as it becomes aware, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and

2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such a claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

Exception: It is expressly understood that the above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board's imperfect execution of the obligations imposed upon it by this Article.

## ARTICLE VI

### BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations pertaining to the following:

1. To direct employees of the school district;
2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duty because of lack of work for the employee or other reasons as determined by law;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted; and
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE VII

### SCHOOL CALENDAR

It is the Board's function to adopt the school calendar. The Superintendent and Board will consult with the Association regarding its recommendations regarding the calendar. Such consultation shall begin no later than February 1st and terminate by the budget submission date.

## ARTICLE VIII

### TEACHER EMPLOYMENT

A. Each teacher shall be placed on the Salary Guide, Schedule "A", in accordance with the following:

1. Except the initial salary of a teacher shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the salary step and this agreed-upon experience level shall proceed from this point in regular progression in future years.

2. Additional credit may be given at the Board's discretion for education and/or work experience outside the usual standards, provided this meets with the approval of the New Jersey Department of Education.

3. Teachers being offered contracts for extra-curricular activities shall indicate acceptance or rejection within sixty (60) days of the date of the offer. A period of sixty (60) days shall be required upon receipt of resignation by the Superintendent of Schools and termination of the extra-curricular contract. Teachers will be offered extra-curricular contracts by April 30th, except those appointed to activities which do not terminate prior to April 30th; these will be offered by June 1st.

B. Teachers shall be notified of their teaching contract and salary status by April 30th of the year for which this Agreement covers. Teachers being offered contracts shall indicate rejection within fifteen (15) days of the offer. Failure to do so shall indicate acceptance of the contract.

ARTICLE IX

TEACHING HOURS AND TEACHING LOAD

A. Teachers shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign in" sheet.

B. High school teachers shall be required to report for duty ten minutes before the opening of the pupils' school day and shall be permitted to leave ten minutes after the close of the pupils' last class.

Elementary school teachers shall be required to report for duty at the opening of the pupils' school day and shall be permitted to leave ten minutes after the close of the students' school day. This shall apply to all elementary teachers for the 1987-1988 school year, and for the 1986-1987 school year only to elementary teachers in the Oxford Street Elementary School.

High school and elementary teachers shall be permitted to leave at the close of the pupils' school day on the last work day of the week.

C. The following shall be the minimum time for preparation periods:

1. Third Street Elementary School teachers: for 1986-1987 school year, 150 minutes every other week; 210 minutes every other week; 30 minute minimum per day. For the 1987-1988 school year, 210 minutes every week, 30 minutes minimum per day.

2. Oxford Street Elementary School teachers: one period daily.

3. High School teachers: two periods daily

D. The daily teaching load in the high school shall be five (5) teaching periods per day wherever possible. The administration may assign six (6) teaching periods when conditions require it, or upon the teacher's request.

E. Elementary teachers shall have daily duty-free lunch periods of at least thirty (30) minutes.

F. Teachers may leave the building without requesting permission during their duty-free lunch period, and with permission during their non-pupil contact period, providing they notify the office before leaving, and must return within the specified period.

G. In the high school, any teacher teaching six (6) periods per day will not have a homeroom assignment.

H. Any teacher assigned by the principal to cover another teacher's class shall be paid at the rate of \$12.00 per class period covered for the 1986-1987 school year, and \$14.00 per class covered, beginning with the 1987-1988 school year. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in such school.

If it should become necessary for a teacher to cover another teacher's class, it shall be assigned to the teacher that particular period having the fewer teaching classes. Exception shall be made if the teacher with the greater number of classes shall volunteer for such duty.

I. Teachers who are approved to chaperone evening proms and dances shall be compensated for such chaperone services at the rate of \$10.00 per hour.

J. When a teacher is asked by the Board of Education and/or the administration to provide homestudy, he shall be compensated at the rate of \$15.00 per hour.

K. Teachers shall be required to attend a maximum of two meetings per month after school, one general meeting to last no longer than 45 minutes, and one small group meeting to last no longer than 30 minutes.

L. When a teacher is assigned to the high school part of the day and the elementary school part of the day, said teacher's work day shall be no longer than the work day of the school having the longer schedule day.



## ARTICLE X

### SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

1. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) equal installments starting with the first Friday following the opening of school and then every other Friday through June, except when Sections 3 and 4 apply. Teachers shall also have the option of receiving twenty-six (26) bi-weekly equal installments for the entire calendar year.

2. Teachers assigned to perform their usual professional duties after the normal academic school year shall be compensated at a pro rata salary based upon their preceding year's salary.

3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.

4. Teachers shall receive their final checks on the last working day in June, provided they have fulfilled all professional responsibilities to the satisfaction of the administration.

5. Teachers may individually elect to participate in the payroll savings plan for purchasing U. S. Savings Bonds.

6. Teachers may individually elect to participate in the payroll tax annuity plan, as mutually agreed upon by the BEA, with the understanding that only one carrier shall be allowed.

7. Any teacher with ten (10) years or more of continuous service at Belvidere (with military service considered as time spent at Belvidere if military service occurs after starting at Belvidere), upon becoming eligible for retirement, and retiring at Belvidere, according to the provisions of the Teachers' Pension and Annuity Fund, will receive a bonus of \$500.00, plus \$10.00 per sick day accrued.

Any teacher with less than ten (10) years of continuous duty and meeting all other aforementioned requirements will receive a bonus equal to \$10.00 per sick day accrued.

Any teacher with ten or more years of continuous service who qualifies for and takes "deferred retirement" at Belvidere, in accordance with the provisions of the Teachers' Pension and Annuity Fund, will receive a bonus equal to \$10.00 per sick day accrued. The Board's acceptance of this article is done without prejudice toward any pending grievance.

There shall be a maximum of \$2,500.00 for this bonus, with the exception of the following:

Any teacher who has accumulated 224 sick days as of June 30, 1986 will be paid upon retirement according to the aforementioned schedule, or shall receive a bonus of \$500.00, plus \$5.00 per sick day accrued prior to July 1, 1981 and \$10.00 per sick day accrued after July 1, 1981, with no maximum. Such teacher will be paid according to the schedule which yields the greater amount.

#### ARTICLE XI

##### TEACHER EVALUATION AND PROFESSIONAL DEVELOPMENT

Ample time, but not less than thirty (30) days between formal evaluations, shall be afforded teachers to carry out recommendations for improvement.

#### ARTICLE XII

##### NON-PROFESSIONAL AND NON-TEACHING DUTIES

A. A teacher who is required by the Board to drive to activities which take place away from the school building and who has the advance approval of the school principal, shall be compensated at the rate of the IRS allowable allowance for the use of his own automobile.

B. By the beginning of the 1971-1972 school year, the Board shall arrange for and maintain appropriate insurance to cover bodily injury liability and property damage liability incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

Joint Committee of Board of Education and Belvidere Education Association, with Superintendent of Schools as Chairman.

1. An Instructional Council composed of three (3) members (both high school and elementary schools to be represented) designated by the local Belvidere Education Association; three (3) members designated by the board of Education, appointed by its President and approved by the Board; and the Superintendent of Schools, the high school and elementary school principals, shall be created to:

Advise the Board and Association on such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Belvidere School District.

2. The duties of the Superintendent shall be:

(a) To convene meetings of the Instructional Council:

- (1) At the request of the teacher representative,
- (2) At the request of the Board representative, or
- (3) At the discretion of the Superintendent.
- (4) No more than every ten (10) days.

(b) To act as Chairman at all meetings of the Instructional Council.

3. It shall be the obligation and the duty of the Board and teacher representatives to:

(a) Evaluate the problems presented to the committee.

(b) Gather facts to provide for a complete understanding of these problems.

(c) Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization.

(d) Present conclusions and recommendations to the full Board of Education.

4. If the Instructional Council is unable to reach a mutually satisfying solution to the problem being discussed, any of the three groups reserves the right to request a meeting with the entire Board of Education in executive session and in the presence of the other groups.

5. The above procedures do not preclude the teacher representative from carrying on conversations with the resolving problems through the Superintendent of Schools.

#### ARTICLE XIV

#### SICK LEAVE

A. All teachers shall be entitled to twelve (12) days of personal sick leave each school year, with pay, as of the first official day of said school year, whether or not they report for duty on that day - providing they report their need for absence to their principal prior to the opening of school on that day and they eventually report for duty. Unused sick leave days accrued during service within the Belvidere School District only shall be accumulated with no maximum limit. Teachers shall be given a written account of accumulated sick leave days no later than September 15th of each school year.

B. A physician's certificate may be required when absence extends beyond three (3) days consecutively.

ARTICLE XV

VOLUNTARY-INVOLUNTARY TRANSFERS AND REASSIGNMENT

A. In determining assignments, the principal shall consider a request for voluntary reassignment if it coincides with the instructional needs and best interests of the school system.

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 1st.

C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the principal shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

D. A list of open professional positions shall be made available to all teachers in the district before seeking outside applications. during the summer it will be sent by mail to every staff member.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

At the beginning of each school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Illness in the immediate family - 3 days per year (wife, husband, children, or other in the same household).
2. Death Leave - 5 days (immediate family, i.e. mother, father, wife, husband, child, brother, sister, mother-in-law or father-in-law). One day for aunts, uncles, grandparents, nieces, nephews.
3. Personal Business - 3 days (24 hours notice needed). No reason need be stated. One of these personal days may be taken in June provided a reason is given in a seven day advance written notice approved by the building principal.

Unused personal days may be accumulated (as are sick leave days) for the purposes of retirement benefits only.

4. Unusual reasons for absence - any unusual reason for absence must be made in writing to the superintendent and will be disposed of by the Board on the merits of the case. the Board shall render a written decision to the applicant and any request by the petitioning teacher for an explanation will be provided by the Superintendent.
5. Teachers employed on a 12 month basis shall have the following summer vacation time:
  - a. 1st to 8th year - 12 days
  - b. 9th to 11th year - 13 days
  - c. 12th to 14th year - 14 days
  - d. 15th and additional - 15 days

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. Military leave, without pay, shall be granted to any teacher inducted into any branch of the armed forces of the United States for the period of said induction.

B. Any teacher seeking to use sick leave for reasons associated with pregnancy shall notify her building principal of her intent to apply for leave of absence upon becoming aware of her pregnancy.

C. At least sixty (60) days in advance of the leave, the teacher shall file with the Superintendent a request for such leave, along with medical certification of the expected birth date.

D. The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any teacher upon request, in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested. Teachers shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of two full school years following the school year in which the initial child-bearing leave occurs, depending upon the request of the individual teacher. Return may be either in September or January, with a notice confirming intent to return expected at least sixty (60) days prior to the conclusion of the leave.

E. Teachers adopting a child shall receive similar leave. Sixty days notice shall be given. A teacher who requests less time will be granted such request if a replacement can be found.

## ARTICLE XVIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In accordance with Board policy and with advance approval of the Superintendent, the Board shall reimburse teachers for courses taken to the extent of one hundred percent of the tuition fee. Effective the 1982-1983 school year, the tuition reimbursement cap shall be \$10,000.00. Said reimbursement shall be contingent upon satisfactory completion of the course, and shall be made in March and October following the completion of the work, and evidence of an official transcript from the college.

Since the intent of this policy is clearly to offer enrichment for our pupils through better prepared teachers, payment cannot be made for work taken in the spring or summer session when the teachers leaves the district before the start of the next school year. Therefore, those who pursue graduate work in the second or spring semester (or in the summer) will be reimbursed in the following October, providing that they return to the district in September.

Courses being taken for the purpose of attaining a type of teacher certificate to be issued by the New Jersey State Department of Education will not be reimbursed.

B. Teachers will not be required to attend school during NJEA annual convention.

C. When attending the NJEA convention, each teacher may purchase educational material up to the amount of \$10.00, which will be fully reimbursed by the Board of Education. Any amount over the sum of \$10.00 submitted to the Board would be considered as any other financial request.

## ARTICLE XIX

### INSURANCE COVERAGE

A. The Board agrees that it will provide full family coverage health care insurance.

B. The Board shall request the carrier to provide to each teacher a description of the health care insurance coverage provided under this Article, setting forth a clear description of the conditions and limits of the policy.



C. The Belvidere Education Association and the Belvidere Board of Education agree to investigate other health care insurance carriers, and if it is mutually agreed upon to change carriers during the duration of this contract, this will be effected as expeditiously as possible.

D. Effective the 1984-1985 school year, the Board agrees it will provide full family coverage dental care insurance.

E. Effective the 1984-1985 school year, the Board agrees to provide teacher-only prescription coverage, with a \$2.00 per prescription co-pay clause. Effective the 1985-1986 school year, the Board agrees to provide family prescription coverage with a \$2.00 per prescription co-pay clause. Coverage for both years will exclude prescriptions for birth control.

F. The Board agrees to pay full family health care insurance for a period of two years for each teacher if retiring on or before age 55; one year if retiring at ages 56 to 60, and one half year for retiring at age 61 and beyond.

#### ARTICLE XX

##### DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Belvidere Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association as directed by the N.J.E.A. with its automatic payroll deduction list. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Association by the 15th of the following month, except in the event of an emergency.

B. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.

C. The filing of notice of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

ARTICLE XXI  
STUDENT TEACHERS

No teacher shall have a student teacher under his supervision unless said teacher has had at least three (3) years of teaching experience, except with BEA and Board approval. Assignments shall be made based on conference between colleges, administration and department heads, with assignments made as equitably as possible.

ARTICLE XXII  
PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Board, except as it may directly prevent the teacher from performing properly his assigned functions during the work day.

B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Belvidere School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE XXIII

EXTRA CURRICULAR

A. Extra-curricular assignments will be made in the following manner:

1. All extra-curricular assignments must offer compensation for the extra burden in addition to the staff member's base salary.

2. An assignment must be related to the school program.

3. No extra-curricular position shall be assigned without prior consent of said teacher except for:

(a) When no qualified teacher shows an interest in the open position.

(b) When the administration feels an emergency exists where the said teacher's assignment is necessary for the continuation and fulfillment of the activity these assignments must be reasonable and equitably distributed among faculty members.

B. When an individual is promoted from the position of freshman coach or assistant varsity coach to head varsity coach in the same sport or activity, he will be placed on the extra-curricular salary guide at a level whereby he will not earn less money than in his previous position.

C. Time as an assistant coach (regardless of level, i.e. freshmen, JV) should be counted towards steps on the guide, except when promoted to head varsity coach in the same sport or activity.

D. Should a break in continuous service within a particular position occur, re-entry into that particular position will be at the level that the individual would have obtained had he not had a break.

E. Past experience outside of the Belvidere School District shall be considered toward an extra-curricular activity. The Board and the individual shall decide as to the salary step and his agreed upon experience level shall proceed from this point in regular progression in future years.

F. In the event that the Board finds it necessary to employ an individual for an extra-curricular activity assignment who is not a member of the BEA, it shall proceed in line with State Statutes.

G. The Board and administration will consult with the BEA and seek its advice regarding the drafting of requirements for extra-curricular positions.

#### ARTICLE XXIV

#### MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the contract for the terms 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 this 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 teaching contract between the Board and a teacher, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

C. Copies of this Agreement shall be reproduced at the expense of the Board, and presented to all teachers employed, with the letter of intent, or 15 days after formal agreement by the Board of Education has been reached, whichever is the later date.

E. Nothing in this Agreement shall operate retroactively unless expressly so stated.

F. If it understood that teachers shall continue to serve under the direction of the Superintendent of Schools, and in accordance with "Policy Handbook" policies, administration rules and regulations and the provisions of this Agreement.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered letter at the following addresses:

To the Board: Board of Education  
High School Building  
Belvidere, N. J. 07823

To the Association: President of the Association at  
the address as filed with the  
Board of Education

H. Tentative individual teaching schedules for the upcoming school year shall be mailed by August 1st to each teacher.

## ARTICLE XXV

### DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1986, and shall continue in effect until June 30, 1988, subject to the Association's right to negotiate over a successor agreement as provided in Article II, and further provided that the Association is still the majority representative of the certificated teaching personnel in the Belvidere School District.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to this Agreement, and unless such extensions are agreed upon, this Contract shall expire on the date indicated herein.

C. The Board and the Association agree to commence negotiations pertaining to a contract covering the 1988-1990 school year as per Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries on the day and year first above written.

BELVIDERE EDUCATION ASSOCIATION

BELVIDERE BOARD OF EDUCATION

By           /s/ Robert Dombloski            
          President

By           /s/ Robert Piazza            
          President

ATTEST

ATTEST

By           /s/ Judy Cheatham            
          Secretary

By           /s/ Roland T. Gibbs            
          Secretary

BELVIDERE BOARD OF EDUCATION  
SALARY GUIDE FOR 1986-1987

STEP ON GUIDE	YRS TO ESTAB'H STEP	BS	BS+15	MA	MA+15	MA+30
A	1	19000	19250	19500	19750	20000
B	2,3,4	19300	19550	19800	20050	20300
C	5,6	19600	19900	20200	20500	20800
D	7	20100	20400	20700	21000	21300
E	8,9	20600	21100	21600	22100	22600
F	10	21300	21800	22300	22800	23300
G	11	21900	22400	22900	23400	23900
H	12	22600	23100	23600	24100	24600
I	13	23200	23700	24200	24700	25200
J	14	23600	24100	24600	25100	25600
K	15	25000	25500	26000	26500	27000
L	16	28450	28950	29450	29950	30450
LONGEVITY						
10%*L	17	31295	31845	32395	32945	33495
11%*L	18/20	31580	32135	32690	33245	33800
11.2%*L	21/25	31636	32192	32748	33304	33860
11.4%*L	26/29	31693	32250	32807	33364	33921
11.6%*L	30&OVER	31750	32308	32866	33424	33982

BELVIDERE BOARD OF EDUCATION  
SALARY GUIDE FOR 1987-19 88

STEP ON GUIDE	YRS FOR ESTAB'L OF STEP	BS	BS+15	MA	MA+15	MA+30
A	1	20250	20650	21050	21450	21850
B	2	20550	20950	21350	21750	22150
C	3, 4, 5	20800	21200	21600	22000	22400
D	6, 7	21100	21500	21900	22300	22700
E	8	21800	22200	22600	23000	23400
F	9, 10	22500	23000	23500	24000	24500
G	11	23350	23850	24350	24850	25350
H	12	23950	24450	24950	25450	25950
I	13	24700	25200	25700	26200	26700
J	14	25700	26200	26700	27200	27700
K	15	26500	27000	27500	28000	28500
L	16	28500	29000	29500	30000	30500
M	17	30500	31000	31500	32000	32500
LONGEVITY						
11%* M	18/20	33855	34410	34965	35520	36075
11.2* M	21/25	33916	34472	35028	35584	36140
11.4* M	26/29	33977	34534	35091	35648	36205
11.6* M	30/OVER	34038	34596	35154	35712	36270



EXCURR	L65	1986/87			AFTER 3 YEARS
POSITION	STEP 1	STEP 2	STEP 3		
ATH DIR	2700	2800	2900		25
ATH TREAS	1450	1550	1650		25
F' BALL HD	2350	2450	2550		25
F' BALL 1s	1750	1850	1950		25
F' BALL AS	1500	1600	1700		25
F' BALL AS	1500	1600	1700		25
F' BALL AS	1500	1600	1700		25
F' HCKY HD	1800	1900	2000		25
F' HCKY AS	1200	1300	1400		25
X CNTRY	1000	1100	1200		25
WRTL'G HD	2000	2100	2200		25
WRTL'G AS	1300	1400	1500		25
BKBALL HD	2000	2100	2200		25
" GIRLS	2000	2100	2200		25
BKBALL AS	1300	1400	1500		25
" GIRLS	1300	1400	1500		25
BSBALL HD	1700	1800	1900		25
BSBALL AS	1150	1250	1350		25
SFTBAL HD	1700	1800	1900		25
SFTBAL AS	1150	1250	1350		25
GOLF	950	1050	1150		25
CHEER HD	1500	1600	1700		25
CHEER AST	1200	1300	1400		25
TWLRs HD	675	775	875		25
MH'G BND	1100	1200	1300		25
VOCAL COR	400	450	500		25
EL BKBL B	600	700	800		25
EL BKBL G	600	700	800		25
EL CHEER	200	250	300		25
YRBK ADV	550	650	700		25
YRBK BUS	400	450	500		25
ST ACT FD	900	1000	1100		25
SCLT SCP	300	350	400		25
HS LIT MG	300	350	400		25
PLY DIR	800				
STG MUS'L	700				
DIR MUS'L	700				
CSTG PROF	300				
ORCH'T'N	200				
ELEM DRAM	375				
HD SR ADV	500				
HD JR ADV	400				
HD SO ADV	250				
HD FR ADV	250				
STD COUN	700				
NHS ADV	450				
FFA ADV	1325	1425	1525		25
FFA ASS'T	950	1050	1150		25
HD TEACH	900				
	900				
ELM NEWS	200				
PR HS/COR	450				
PR OX	350				
PR 3RD	350				
EL CUR DV	400				

POSITION	STEP 1	STEP 2	STEP 3	AFTER 3 YEARS
ATH DIR	3500	3600	3700	25
ATH TREAS	2000	2100	2200	25
F*BALL HD	3000	3100	3200	25
F*BALL 1s	2400	2500	2600	25
F*BALL AS	2000	2100	2200	25
F*BALL AS	2000	2100	2200	25
F*BALL AS	2000	2100	2200	25
F*HCKY HD	2400	2500	2600	25
F*HCKY AS	1650	1750	1850	25
X CNTRY	2000	2100	2200	25
WRTL'G HD	2500	2600	2700	25
WRTL'G AS	1750	1850	1950	25
BKBALL HD	2500	2600	2700	25
" GIRLS	2500	2600	2700	25
BKBALL AS	1750	1850	1950	25
" GIRLS	1750	1850	1950	25
BSBALL HD	2000	2100	2200	25
BSBALL AS	1500	1600	1700	25
SFTBAL HD	2000	2100	2200	25
SFTBAL AS	1500	1600	1700	25
GOLF	1200	1300	1400	25
CHEER HD	1800	1900	2000	25
CHEER AST	1500	1600	1700	25
TWLRS HD	1000	1050	1100	25
MH'G BND	1300	1400	1500	25
VOCAL CDR	500	550	600	25
EL BKBL B	900	1000	1100	25
EL BKBL G	900	1000	1100	25
EL CHEER	300	350	400	25
YRBK ADV	800	850	900	25
YRBK BUS	600	650	700	25
ST ACT FD	1100	1150	1200	25
SCLT SCP	400	450	500	25
HS LIT MG	400	450	500	25
PLY DIR	1000			
STG MUS'L	800			
DIR MUS'L	800			
CSTG PROF	300			
DRCH'T'N	300			
ELEM DRAM	500			
HD SR ADV	650			
HD JR ADV	500			
HD SO ADV	300			
HD FR ADV	300			
STD COUN	1000			
NHS ADV	500			
FFA ADV	1575	1675	1775	25
FFA ASS'T	1300	1400	1500	25
HD TEACH	1200			
	1200			
ELM NEWS	300			
PR HS/CDR	600			
PR OX	500			
PR 3RD	500			
EL CUR DV	500			

TOTALS