

4-0248

THIS BOOK DOES
NOT CIRCULATE

02-03
Bergen

CONTRACT FOR THE SCHOOL YEAR 1976-1977
Between the Bergenfield Board of Education
and the
Bergenfield Education Association

LIBRARY
Institute of Management and
Labor Relations
JUL 12 1974
RUTGERS UNIVERSITY

INDEX

FREAMBLE

- ARTICLE 1. RECOGNITION
2. NEGOTIATION OF SUCCESSOR AGREEMENT
3. GRIEVANCE PROCEDURE
4. ASSOCIATION RIGHTS AND PRIVILEGES
5. TEACHER EMPLOYMENT
6. TEACHERS' HOURS
7. NON TENURE TEACHER EVALUATION
8. PERSONNEL RECORD FILES
9. TRANSFERS AND REASSIGNMENTS
10. SABBATICAL LEAVE
11. ABSENCE PROVISION
12. EXTENDED LEAVES OF ABSENCE
13. BOARD - STAFF RELATIONS
14. CLASS SIZE
15. SUBSTITUTES
16. INSURANCE PROTECTION
17. PAST PRACTICES CLAUSE
18. BOARD RIGHTS AND RESPONSIBILITIES
19. SPECIALISTS
20. GRIEVANCE PROCEDURE (CUSTODIANS)
21. TENURE (CUSTODIANS)
22. SALARIES (CUSTODIANS)
23. VACATIONS (CUSTODIANS)
24. MISCELLANEOUS PROVISIONS (CUSTODIANS)
25. MISCELLANEOUS PROVISIONS
26. DURATION OF AGREEMENT
27. APPENDIX

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,

THIS AGREEMENT IS MADE AND ENTERED INTO ON 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").

ARTICLE 1

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 ammended for custodians, attendance officer (s) and all certified teaching personnel under contract. The categories of employees included are: classroom teachers, department chairmen, guidance counsellors, librarians, nurses, special subject teachers, (art, music, physical education and reading), special education teachers, speech therapists, permanent substitute teachers, and pupil personnel staff; excluding, school business administrator, supervisor of personnel, supervisor of curriculum, principals, directors, administrative assistant, assistant principals, assistant to the school business administrator, secretarial and cafeteria employees. The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the negotiating unit as above defined.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

1. The demands of the Association shall be put in writing and given to the Board of Education no later than September 15.
2. The Board answer in writing shall be forthcoming with any counter demands no later than October 1.
3. The parties shall commence negotiations concerning these demands during the month of October.
4. Original proposals of the Association and the Board counter proposal shall be made available to the public upon written request.
5. 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 demands and counter demands specified in sections 1 and 2 above will represent all of the demands 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 Education Association.

ARTICLE 3

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 including the past practice clause, but past practices subject to arbitration shall be limited strictly to those policies concerning wages, hours, and conditions of work and shall not include matters not encompassed by these terms.

B. PROCEDURE:

Step 1 - Informal discussion between building principal and 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 school days. (No grievance shall be filed later than sixty 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 by the Association President and a meeting thereon shall be held within five school days. The Superintendent's answer, in writing, shall be delivered within five school days of the meeting.

Step 3 - If the matter is not settled, the grievance presented in writing shall be discussed at a meeting of the Board or its subcommittee and the Association's Professional Rights and Responsibilities Committee, said meeting to occur within fifteen school days of the presentation of the grievance and a final answer in writing to be presented ten school days thereafter. WHERE NO ARBITRABLE GRIEVANCE, STEP 3 SHALL BE THE FINAL STEP.

Step 4 - Arbitration grievances as defined in the preamble above shall concern the application and interpretation of the terms of this agreement. Within ten school days of the Board's action if unsatisfactory to the Association, it may, in writing, demand arbitration. The Association or Superintendent of Schools may initiate group grievances, in which case the procedure shall be initiated at Step 2 above. 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 the American Arbitration Association, 140 W. 51st Street, New York City 10020.

The arbitration procedure shall be governed by the rules of the American Arbitration Association. 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 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees 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 functions, 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 work day, the Superintendent or his designated representative shall approve such visits prior to their occurrence. When the official Association business occurs outside the school work day or during the lunch period of the participant or participants, the Superintendent or his 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 emergent circumstances, no material shall be hand distributed during the in-school work day.

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 preceeding 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 1/6 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. Teachers shall be employed without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry unless based upon bona fide occupational qualification.
- B. 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.
- C. Teachers employed prior to September 1 shall be notified of their contract and salary guide status on or before April 30.

- D. Teachers employed after September 1 shall be notified of their contract and salary status on or before May 1.
- E. Teachers shall be notified of their class and/or subject assignments as soon as possible and no later than May 30, except in case of necessary schedule changes.
- F. Previously accumulated sick leave days will be restored to all teachers returning to the system from approved leave.

ARTICLE 6

TEACHERS' HOURS

- A. The normal in-school work day 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 and shall be permitted to leave at an average of thirty (30) minutes after the close of the pupils' school day. Special rules as to hours may be authorized by the Superintendent of Schools for particular grades or subject matter teachers in consideration of special needs; any hours in excess of above hours shall be with consultation with an authorized representative of the Association.
- C. Teachers shall indicate their presence in the building by initialing the faculty roster when they enter and leave the school.
- D. Classroom teachers having more than one year's experience in Bergenfield shall not be expected to remain in the classroom when an assigned specialist is in the classroom.
- E. All teachers are expected to attend such school functions as Parents' Night, 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.

- F. Teachers will also be assigned to chaperone dances, and other after school activities on a fair and equitable basis by the Principal.
- G. The notice of and agenda for any faculty or any other professional meeting shall be given to the teachers involved at least one (1) day prior to the meeting.

ARTICLE 7

NON-TENURE TEACHER EVALUATION

- A. There shall be at least three 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 school days after the evaluation.
- C. The teacher shall receive one copy of the evaluation for his personal files and shall sign the original for his personnel files in the Superintendent's office. The teacher may append, in writing, his own views concerning the evaluation on all copies.

ARTICLE 8 .

PERSONNEL RECORD FILES

Teachers may at reasonable times and places and in the presence of an administrator, consult the materials in their files with the exception to be noted below:

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

Letters of reference to the Board of Education concerning the teacher or letters of reference from the Board of Education concerning the teacher shall be sealed and may not be consulted within the meaning of this article.

ARTICLE 9

TRANSFERS AND REASSIGNMENTS

1. Notices of all vacancies in the school system will be posted in each school by the Superintendent of Schools or his designee within ten school days of:
 - a- Receipt of a letter of resignation.
 - b- Official Board action vacating a position or creating a new position within the school system.
2. Staff members who are interested may then apply for said position according to the following protocol:-
 - a- Five (5) school days will be given in which to submit a letter of intent.
 - b- All those who are interested will be considered by application and/or interview.
 - c- Each applicant will be given the courtesy of a reply to his application or interview within a reasonable period of time.
3. 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 openings, except in cases of non or partial teaching assignments.
4. Teachers desiring a change of subject assignment shall make their request in writing to their Principal or Director.

5. Teachers desiring a change of school shall make their request in writing to the Superintendent of Schools.
6. Teachers requesting transfer to another school will be interviewed by the Principal of the school requested.
7. Approval of the request will be based on the best interest of the school system as a whole.
8. Involuntary transfers 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 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.

9. 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.
10. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

ARTICLE 10

SABBATICAL LEAVE

A. ELIGIBILITY

1. Prior consideration will be given to applicant holding a Masters' Degree from an approved institution.
2. Applicant must have completed seven years of service in Bergenfield prior to the date of beginning of leave.
3. 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.
4. All benefits to which a teacher was entitled at the time his sabbatical commenced including unused accumulated sick leave shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced if available or if not, to a substantially equivalent position.

B. BASIS FOR LEAVE

1. 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 shall review the "project" in consultation with a 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 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. Intermin 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 she must accept a leave of absence under the maternity 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.

2. 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 been active in his 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.

ARTICLE 11

ABSENCE PROVISIONS

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

A. GENERAL

1. Sick leave with pay shall be granted to all full time employees of the Board on the basis of thirteen (13) school days per year for each year of employment for those on a ten month contract and thirteen (13) school days for those on twelve month contracts.
2. Unused sick leave shall accumulate up to a maximum of thirteen (13) days per year. Full credit is retroactive to July 1st, 1954. Five days credit shall be granted to each year of employment prior to July 1st, 1954 to a maximum of 25 years employment in Bergenfield prior to July 1st, 1954.
3. When an employee is on sick leave beyond his allotted number of days, the Board of Education, upon the recommendation of the Administration, shall consider each case on an individual basis to determine the pay status for legitimate long term illness.
4. 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) hour, 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. Custodial Staff, Grounds Crew and Maintenance Staff - prior to four hours, 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 checks 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 accumulated sick leave upon his written request.

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 shall be reinstated to his 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 payments to the New Jersey Teachers' Pension and Annuity Fund or to the Public Employee Retirement System.

C. MATERNITY LEAVE OR LEAVE FOR ADOPTION

- A. Maternity leave shall be granted subject to the following conditions:
 1. A teacher shall notify the Superintendent of her pregnancy in writing, accompanied by her physician's note stating expected date of delivery, as far in advance of the requested commencement date of the leave as possible.
 2. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.
 3. 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.
 - a.) 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, in its own discretion, agrees to an extension of said leave.
 - b.) Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.

- c) If a tenured teacher wishes to return to work after the close of the school year she may do so in the first, second or third September following the school year in which she left, provided she notifies the Superintendent of Schools by April 1, prior to the September of her return.
- B. 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.
- C. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following bases:
 - .1. Her teaching performance has noticeably declined.
 - 2. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
 - 3. Any other just cause.
- D. A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

D. LEAVE FOR DEATH IN FAMILY

1. 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 one 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 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 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.

2. 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, RELIGIOUS HOLIDAYS:

1. Leave up to three days each year for personal 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 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 or moving. 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 with the following deductions per day:
 - a. Instructional Staff - Current substitute rate of pay
 - b. Non Instructional Staff
 1. Ten month contract - 1/400 of annual contract salary.
 2. Twelve month contract - 1/500 of annual contract salary.

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 physically able to perform his 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.
- 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. 1. 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 would have advanced if he had not been absent.
2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical

eligibility, shall be restored to him upon his return to employment, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

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:

1. 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.
2. There shall be a central committee composed of one member of each building committee and that building's Principal, the Business Administrator, the Superintendent of Schools or his designate, the President of the Association or his designate, the Vice-President of the Association or his designate. The Chairman of this committee shall be the Superintendent of Schools or his designate. Minutes of all meetings shall be in writing. The function of this committee will be to discuss matters of district concern.
3. Both the building committees and the district 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 shall have been submitted to the Superintendent of Schools at least five 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 school days prior to the day* of the meeting.

4. Items of import 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.

ARTICLE 15

SUBSTITUTES

- A. The Board of Education will endeavor, where possible, to cover classes by obtaining substitutes. Where this is not possible for reason of emergency, teachers may be assigned to cover classes during non-teaching periods. However, the Board agrees that it will call first teachers who have volunteered for such duty and that when such volunteers are available, no other teachers will be assigned to such duty. Teachers performing such duty shall be paid \$5.00 per period.
- B. Teachers who are assigned to cover their class when the special teacher is absent shall be paid at the rate of \$5.00 per forty (40) minute period or any proration thereof. Absence shall not include emergency situations which arise after a special teacher has arrived for work. However, in that event every effort shall be made to obtain a substitute.

ARTICLE 16

INSURANCE PROTECTION

The Board agrees to provide without cost to the 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. Commencing on July 1, 1975, individual coverage under the New Jersey Dental Service Plan, U.C.R. Incentive Plan. The individual employee shall be able to purchase family coverage.

ARTICLE 17

PAST PRACTICES CLAUSE

Where the Board has adopted policy concerning wages, hours and conditions of work prior to the negotiation 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 of 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 (CUSTODIANS)

In the grievance procedure, the supervisor with whom grievances are to be discussed is the supervisor to whom the grievant is responsible.

Step 2 of the grievance procedure - The supervisor to whom the written grievance must be directed is the Secretary-Business Administrator 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 favorable annual evaluations after three years of service in the Bergenfield School System.

Evaluations shall be carried out as follows:

<u>Employee</u>	<u>Performed By</u>
Custodian	Head Custodian, Building Principal
Head Custodian	Principal, Sec'y-Bus. Adm.
Maintenance Staff	Sec'y-Bus. Adm.
Grounds Staff	Head Groundsman
Head Groundsman	Sec'y-Bus. Adm.

All yearly evaluations shall be reviewed and discussed with individual evaluated. All yearly evaluations will be subject to review and recommendation by the Secretary-Business Administrator. Evaluations shall be made part of the personnel file of the individual.

2. Tenure may be withdrawn from any employee for malfeasance, misfeasance, or nonfeasance in the performance of his 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 Secretary-Business Administrator after discussion with the individual and with a member of the Association, if the individual so desires.

ARTICLE 22

SALARIES (CUSTODIANS)

1. 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:

\$200 additional per annum-night shift.
\$300 additional per annum-early morning shift.
3. All members of the unit shall be employed on a twelve month basis. Members shall be employed on the basis of a normal work week of forty hours.
4. Members 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, except that when work is performed on Sunday and/or Holidays in connection with non-school activities through which rental monies are received by the district, double time then shall be paid for such Sunday and/or Holiday work.

ARTICLE 23

VACATIONS (CUSTODIANS)

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

<u>Length of Service</u>	<u>Vacation</u>
Less than ten months	One working day for each month of service
One year, as of July 1st thru six years	Two calendar weeks
Seven years, thru fourteen years	Three calendar weeks, at least two weeks of which shall be consecutive
Fifteen 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 providing school is not in session:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

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

ARTICLE 24

MISCELLANEOUS (CUSTODIANS)

1. The Board of Education shall provide yearly, prior to September 1, three 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. 1. Black Seal
Each custodian shall register for and attend classes for a Black Seal license. Cost of the course and the license if obtained shall be paid by the Board of Education.
Men on the second shift shall be given time to attend. There shall be no penalty if the license is not obtained.

ARTICLE 25

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 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 individual contract between the Board and an individual teacher, 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 all teachers now employed, hereafter employed, or considered for employment by the Board. 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 professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade will be changed without consultation with the teacher.

ARTICLE 26

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977.

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 hereon, all on the _____ day of _____ 1975.

BERGENFIELD EDUCATION ASSOCIATION

BERGENFIELD BOARD OF EDUCATION

by _____
President

by _____
President

by _____
Secretary

by _____
Secretary

ARTICLE 27

APPENDIX

- A. TEACHERS' SALARY GUIDE
- B. DEPARTMENT CHAIRMEN SALARY LIST
- C. GUIDANCE PERSONNEL SALARY GUIDE
- D. ATTENDANCE OFFICER
- E. ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE
- F. EXTRA PAY FOR EXTRA SERVICES
- G. CUSTODIAL SALARY GUIDE
- H. PUPIL PERSONNEL SALARY GUIDE
- I. LEARNING DISABILITY SPECIALIST SALARY GUIDE

A - TEACHERS' SALARY GUIDE

I. QUALIFICATIONS FOR ADVANCEMENT ON 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 32 graduate credits, approved by Superintendent of Schools will qualify the employee to full advancement to the next higher level. Employees may advance only once on the basis unless the degree is obtained in the interim.
3. Presentation of an official transcript indicating completion of 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 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.
- E. A maximum of eight (8) credits may be granted for approved Institutes, In-Service Programs or Work-shops not taken under the sponsorship of a college or university. Approval for salary advancement must be secured from the Superintendent of Schools.

II INCREMENTS:

- 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 a teacher whose work is deemed unsatisfactory may, upon the recommendation of the Superintendent of Schools, have his 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 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, and 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.
- E. When items II-C and II-D are used, the Association shall be notified in writing after said action has been approved by the Board at a public meeting.

III ADJUSTMENTS:

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 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.

BERGENFIELD PUBLIC SCHOOLS
Bergenfield, New Jersey

A - PROFESSIONAL SALARY GUIDE 1976-1977

Exp.	Bachelor's Degree	Bachelor's + 16	Bachelor's + 32 or Master's Degree	Master's + 16	Master's + 32	Professional Diploma and/or Doctorate
Base	\$10,500	\$11,393	\$11,935	\$12,478	\$13,020	A person may advance \$400 upon receipt of a Professional Diploma.
1	11,317	11,881	12,434	12,955	13,464	
2	11,859	12,434	13,053	13,573	14,105	A person matriculated for the Doctoral Degree may advance \$400 upon notification that the Thesis outline has been approved Upon receipt of the Degree, the employee then advances another \$300.
3	12,391	13,042	13,693	14,224	14,767	
4	12,933	13,628	14,322	14,865	15,396	
5	13,465	14,224	14,973	15,505	16,047	
6	14,007	14,810	15,624	16,210	16,807	
7	14,539	15,396	16,275	16,915	17,555	
8	15,082	16,004	16,915	17,620	18,315	
9	15,624	16,590	17,555	18,315	19,074	A person may advance on either the Professional Diploma or the Doctoral Degree but not both. If a person obtains the Diploma and then the Doctoral Degree, the maximum increase shall be \$700.
10	16,156	17,186	18,206	19,009	19,812	
11	16,698	17,772	18,857	19,704	20,582	
12	17,631	18,445	19,487	20,463	21,320	
13		18,760	20,246	21,483	21,917	
14					22,460	

B - DEPARTMENT CHAIRMAN SALARY LIST FOR 1976 - 1977 SCHOOL YEAR

BERGENFIELD HIGH SCHOOL

Art	\$ 750
Business Education	1300
English	1900
Foreign Language	900
Home Economics	700
Industrial Arts	1300
Mathematics	1800
Science	1950
Social Studies	1400
Assistant, Physical Education	250
Assistant, Science	450

ROY W. BROWN MIDDLE SCHOOL

English/Social Studies	\$ 1850
Home Economics	700
Industrial Arts	850
Mathematics/Science	1900
Physical Education	750
Assistant, Physical Education	250

C - GUIDANCE PERSONNEL SALARY FOR 1976 - 1977

	<u>Bergenfield High School</u>	<u>Roy W. Brown Middle School</u>
Base	\$800	\$400
1	1000	650
2	1200	850
3	1400	1100
4	1600	
5	1800	
6	2000	

D - ATTENDANCE OFFICER SALARY FOR 1976 - 1977
(FULL TIME)

Base	\$6,500
1	7,000
2	7,500
3	8,000
4	8,500
5	9,000
6	9,500
7	10,000

The following shall apply to E - ATHLETIC DEPARTMENT
PERSONNEL SALARY GUIDE and F - EXTRA PAY FOR EXTRA SERVICES:

1. All positions are to be established by 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 district; positions may be added or deleted.

E - ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE

Athletic Director		2000	2200	2400	2600
Asst. Athletic Director		850	900	950	1000
Football	Head Coach	1800	1900	2000	2100
	Assistants	900	1000	1150	1250
Soccer	Head Coach	1300	1400	1500	1600
	Assistants	700	800	900	1000
Cross Country	Head Coach	800	900	1000	1100
	Assistants	500	600	700	800
Basketball	Head Coach	1500	1550	1650	1750
	Assistants	800	900	1000	1100
Wrestling	Head Coach	1500	1550	1650	1750
	Assistants	800	900	1000	1100
Winter Track	Head Coach	650	700	800	900
	Assistants	350	400	500	600
Baseball	Head Coach	1300	1400	1500	1600
	Assistants	700	800	900	1000
Track	Head Coach	1300	1400	1500	1600
	Assistants	700	800	900	1000
Tennis	Head Coach	700	800	900	1000
	Assistants	450	500	600	700
Golf	Head Coach	700	800	900	1000
Bowling	Head Coach	600	700	800	900
	Assistants	450	500	550	650
Volley Ball	(Girls)	650	700	800	900
Tennis	(Girls)	650	700	800	900
Softball	(Girls)	650	700	800	900
	Assistants	450	500	550	650
Hockey	(Girls)	650	700	800	900
	Assistants	450	500	550	650
Basketball	(Girls)	650	700	800	900
	Assistants	450	500	550	650
Track	(Girls)	650	700	800	900
Trainer		1800	1900	2050	2150
Cheerleading Adviser		700	800	950	1000
Asst. Cheerleading Adviser		500	550	650	750

F - EXTRA PAY FOR EXTRA SERVICES FOR 1976 - 1977

<u>Positions</u>	<u>Remuneration</u>	<u>Periods for Activity</u>
H. S. Paper	\$400	2
Special Education Teachers	\$500	0
Work Study Coordinators	One Month's Salary	2
Band Coach, H. S.	\$1000	0
Asst. Band Coach, H. S. (2)	\$400	0
Coordinator AVA-Middle School	\$200--\$250--\$300	1
Coordinator AVA-Elem. Schools	Lincoln \$275	0
	Franklin \$250	0
	Washington \$200	0
	Jefferson \$200	0
	Hoover \$150	0
Senior Class Adviser	\$600	1
Junior Class Adviser	\$400	1
Sophomore Class Adviser	\$350	1
Freshman Class Adviser	\$100	1
Yearbook, H. S.	\$500--\$650--\$800	1
Booster Club, H. S.	\$250--\$350--\$450	0
Internal Account H. S.	\$400--\$500--\$600	1
Stage Director, H. S.	\$1200-\$1400-\$1600	0
Dramatics Director, H. S.	\$600--\$800--\$1000	1
+Director of Activities and		
Sponsor of Student Congress-H.S.	\$1200	3
Intramurals - School System	\$6000	0
Head Librarian, H. S.	\$700	0
Librarian, Middle School	\$700	0
Director of Activities		
Middle School	\$300--\$400--\$500	0
Literary Magazine, H. S.	\$350	0
Majorette Adviser	\$500	0
+Asst. Director of Music	\$1200-\$1400-\$1600	2
Coordinator of Nurses	\$500	0
Science Lab after School Time	\$300	0
*Reading Specialists	\$400	0
+Administrative Reps.	\$1500-\$1750-\$2000	2

*The extra pay for Reading Specialists shall only apply to any person who was in the employ of the Board of Education as a Reading Specialist as of February 1, 1973.

+These positions are September 1 - June 30 positions and acceptance of said position indicates a requirement to be present during that time. These positions also include night supervision as assigned by the immediate superior on a fair and equitable basis.

G - CUSTODIAL SALARY GUIDE 1976 - 1977

	<u>B</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
A. Head Custodian H.S., Maint.	\$ 9,850	10,125	10,425	10,775	11,125	11,500	11,925	12,500
B. Head Custodian, M.S.	9,700	9,950	10,400	10,725	11,120	11,450	11,825	12,300
C. Head Custodian, Elem. Sch.	9,450	9,800	10,200	10,550	10,900	11,250	11,700	12,150
D. Grounds Staff	9,350	9,700	10,050	10,450	10,850	11,200	11,650	12,150
E. Asst. Head Custodian, N.S.	9,050	9,300	9,550	9,850	10,150	10,450	10,850	11,325
F. Asst. Head Custodian, M.S.	8,950	9,150	9,350	9,650	9,950	10,250	10,650	11,050
G. Custodian/Janitress	8,300	8,550	8,825	9,100	9,375	9,700	10,025	10,500

An additional increment of \$300 may be granted after twelve years of good and consecutive service of continuous employment in the Bergenfield School System.

H - PUPIL PERSONNEL SALARY GUIDE 1976-1977

Base	\$ 14,000
1	14,750
2	15,500
3	16,500
4	17,500
5	18,500
6	19,500
7	20,500
8	22,250
9	23,500
10	25,250

General Provisions

1. Twelve (12 month contract)
2. A person may advance \$400 upon receipt of a Professional Diploma.

A person matriculated for the Doctoral Degree may advance \$400 upon notification that the Thesis outline has been approved. Upon receipt of the Degree, the employee then advances another \$300.

A person may advance on either the Professional Diploma or the Doctoral Degree but not both. If a person obtains the Diploma and then the Doctoral, the maximum increase shall be \$700.

3. Payment for use of automobile shall be provided at the rate of 12¢ per mile for travel related to case coverage inside Bergenfield. The total cost shall not exceed \$75 per person per contract year. Travel time is to be documented by the Pupil Personnel Director.

I - LEARNING DISABILITY SPECIALIST SALARY GUIDE 1976-1977

	<u>MA</u>	<u>MA+32</u>
Base	\$ 12,450	\$ 14,000
1	13,000	14,600
2	13,550	15,100
3	14,100	15,600
4	14,650	16,200
5	15,200	16,800
6	15,850	17,500
7	16,500	18,500
8	17,150	19,500
9	17,800	20,500
10	18,450	21,500
11	19,100	22,500
12	-----	23,800

General Provisions

1. Twelve (12) month contract
2. A person may advance \$400 upon receipt of a Professional Diploma.

A person matriculated for the Doctoral Degree may advance \$400 upon notification that the Thesis outline has been approved. Upon receipt of the Degree, the employee then advances another \$300.

A person may advance on either the Professional Diploma or the Doctoral Degree but not both. If a person obtains the Diploma and then the Doctoral, the maximum increase shall be \$700.

3. Payment for use of automobile shall be provided at the rate of 12¢ per mile for travel related to case coverage inside Bergenfield. The total cost shall not exceed \$75 per person per contract year. Travel time is to be documented by the Pupil Personnel Director.