

AGREEMENT

between the

BOGOTA BOARD OF EDUCATION

and the

BOGOTA EDUCATION ASSOCIATION

2020 - 2023

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PREAMBLE

This Agreement is entered into this date of **June 16, 2020** by and between the Board of Education of Bogota, New Jersey, hereinafter called the Board and the Bogota Education Association, hereinafter called the Association. It is hereby agreed as follows:

I. RECOGNITION

The Bogota Board of Education recognizes the Bogota Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following Bargaining Unit Members:

- Classroom Teachers
- Nurses
- Guidance Counselors
- Librarians
- Reading Teachers
- Speech Teachers
- Bargaining Unit Members on Leave of Absence
- Coordinators and Department Heads
- Special Teachers - Elementary Schools
- Secretarial Employees (other than confidential Board Office Employees)
- Psychologist
- Social Worker
- Learning Disabilities Specialist
- Substance Abuse Counselor

In this agreement, all employees represented by the Association shall be referred to as bargaining unit members. When appropriate, a distinction shall be made between "secretaries" and "teachers".

II. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective bargaining negotiations with respect to a successor Agreement in accordance with Title 34 in a good faith effort to reach agreement on matters concerning the terms and conditions of bargaining unit members' employment. Such negotiation shall commence not later than the date set by law for the submission of the tentative budget to the County Superintendent's office unless another date is mutually agreed upon.
- B. For the above purpose, subcommittees of both groups shall meet at mutually agreeable times during the year. At the first meeting, the representatives of both groups shall establish the ground rules under which negotiations shall be conducted.
- C. The Board agrees not to negotiate concerning said bargaining unit members with any organization other than the Association for the duration of the Agreement.
- E. 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.

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III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a disagreement based on a claim by a bargaining unit member or bargaining unit members concerning the interpretation, application, or alleged violation of the terms of this Agreement, adopted Board policies, or administrative decisions affecting terms and conditions of employment.
2. The "aggrieved person" or "grievant" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person(s) who might be required to take action for or against whom action might be taken in order to resolve the claim.
4. "School Calendar Days" are days on which school is in session.

B. FORMAL GRIEVANCES

1. **Purpose** - The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievances as defined in the definition #1 above. The number of days at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and in writing. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Procedure

a. Level One

A bargaining unit member(s) who has a grievance shall discuss it first with that bargaining unit member's immediate supervisor or at the appropriate administrative level as applicable in an attempt to resolve the matter at that level. Discussion shall be initiated within fourteen (14) school calendar days of the occurrence.

b. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the bargaining unit member(s), the bargaining unit member(s) shall set forth the grievance in writing to their immediate administrator within ten (10) school calendar days of the discussion held in Level One. The administrator shall communicate a decision to the bargaining unit member(s) in writing within eight (8) school calendar days or receipt of the written grievance.

c. **Level Three**

The bargaining unit member(s) may appeal in writing the administrator's decision to the Superintendent of Schools within ten (10) school calendar days of receipt of the administrator's decision at level two. Any appeal to the next level shall be in writing and copies of all correspondence relating to the case shall be forwarded by the aggrieved to the Superintendent, and a copy of the report shall be forwarded by the aggrieved to the level two administrator involved. If the appeal goes to the Superintendent, a decision shall be presented to the aggrieved and to the BEA Grievance Chairperson within fifteen (15) school calendar days of receipt of the written appeal and shall communicate the decision in writing along with supporting reasons to bargaining unit member(s) within this time.

d. **Level Four**

If the grievance is not settled after the Superintendent has rendered decision, or if no decision by the Superintendent is rendered within the prescribed period of time as delineated in Level Three, the matter may be referred in writing by the bargaining unit member(s) or the President of the Bogota Education Association to the Bogota Board of Education within five (5) school calendar days of the Superintendent's decision.

e. **Level Five**

Within 45 days of BEA and/or grievant notification, the Board of Education shall schedule a meeting to hear the grievance. The Board shall hear the grievance and make a determination, which shall be forwarded in writing to the Association through the Superintendent within five (5) school calendar days. Prior to the Board hearing, the Bogota Education Association and/or grievant shall provide the Board with copies of all correspondence relating to the grievance.

f. **Level Six**

- (1) If the Association is not satisfied with the determination of the Board of Education, or if the Board does not render a determination, the Association may submit the grievance to arbitration with the State of New Jersey Public Employment Relations Commission (PERC). The Association shall notify the Board of its intent to submit the grievance to arbitration with PERC within ten (10) school calendar days from the date of the Board's decision, or within 30 school calendar days if no decision has been reached by the Board within prescribed time limits.
- (2) The parties are then bound by the Rules and Procedures of PERC.
- (3) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

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- (4) The decision of the arbitrator shall be submitted to the BOE and Association. The decision shall be advisory only.
- (5) The Arbitration shall be limited to issue(s) submitted and the arbitrator shall consider nothing else. The Arbitrator can add nothing to nor subtract anything from the agreement. Arbitratable grievances are only those that involve interpretations, application or violation of the terms of the contract. All other grievances shall end at the BOE Level 5.

C. CONCLUSIONS

1. Nothing stated herein shall deprive a bargaining unit member(s) constitutional rights to be represented by an agent of the bargaining unit member(s) own choosing at any stage of the procedure. The Association may be represented at all levels in accordance with the Grievance Procedure as delineated above.
2. No action shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
3. All meetings and hearings under this procedure shall not be conducted in public unless the grievant requests, in writing, a public hearing, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.
4. In the event that a grievance is extended beyond the school year into the summer, either party may request in writing a postponement of the grievance procedure until a later date. The waiver(s) must be signed by both parties. If the waiver is not mutually agreed upon, the grievance procedure shall continue until the start of school in the subsequent school year, unless the aggrieved party may suffer a significant loss. In the event of no postponement workdays shall be substituted for school calendar days.

IV. SCHOOL YEAR AND HOLIDAYS

A. SCHOOL YEAR

1. Teachers

a. All ten-month certified bargaining unit member(s) covered by this Agreement shall work 182 student days, 184 teacher days.

b. All ten-month certificated bargaining unit member(s) shall work the following schedule:

High School: 8:10 am to 3:15 pm
Elementary School: 8:10 am to 3:15 pm

The student day shall be:

High School: 8:15 am to 2:40 pm
Elementary School: 8:20 am to 2:45 pm

c. Early dismissal for teachers:

Teachers may leave with the students on Fridays and the day before a recognized holiday. Notwithstanding this limitation, teachers may leave with the students the day "before" NJEA convention.

2. Secretaries

a. The work year for all twelve-month secretarial bargaining unit members shall be from July 1st to June 30th

b. The workweek schedule for the elementary school secretaries shall be 7:45am to 3:45pm and the workweek for high school and special services shall be 8:00am to 4:00pm. The workweek is Monday through Friday with one (1) hour uninterrupted lunch. There may be an adjustment of the workday schedule if mutually agreed between the secretary and the immediate administration.

c. The summer workweek schedule for all secretaries working July 1st through the day before the teachers' return shall be Monday through Friday from 8:00 a.m. - 3:00 p.m. with one 45-minute lunch.

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3. Special Subjects

- a. Elementary School teachers of special subjects such as art, music and remedial education may, by mutual written agreement, with the appropriate administrator and on a voluntary basis, report for work up to one half hour earlier than contract hours or remain up to one half hours later than contract hours. When the aforementioned occurs the teacher may leave or start an equal amount of time earlier or later on the designated day.

B. SCHOOL CALENDAR

- a. The school calendar shall be established and determined by the Board of Education upon the recommendation of the Superintendent of Schools. The BEA shall be given an opportunity to review the proposed calendar and provide comment prior to adoption.

C. HOLIDAYS

- 1. All ten-month certificated bargaining unit members shall work the school calendar as approved by the Board of Education.
- 2. All twelve-month bargaining unit members shall be entitled to the following holidays if schools are not in session:

New Year's Day and the preceding day, if a work day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day and the day after
Christmas Eve Day
Christmas Day
Day after Christmas

V. COMMITTEES

The following committee specifications shall appear in Board Policies and for the length of time this contract is in force except as amended herein:

- (1) School Calendar Committee:

The BEA shall have the right to appoint to the committee up to eight (8) of its members who shall represent a cross-section of the staff. The committee shall also consist of three administrators as appointed by the superintendent.

VI. TEACHER EVALUATION

- A. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10)

B. PRE-CONFERENCES

1. An evaluation pre-conference shall be conducted between the in-district certified supervisor conducting the observation and the employee being evaluated.
 - a. For classroom teachers, this pre-conference shall include but is not limited to the following issues:
 - 1) Domains to be observed
 - 2) Lesson plan
 - 3) Characteristics of the students/class profile
 - b. For other certificated staff, the pre-conference shall include but is not limited to the following:
 - 1) Domains/services to be observed
 - 2) Characteristics of students served
2. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs.
3. The association and the district mutually shall establish the issues to be discussed in the pre-conference.

C. OBSERVATIONS

1. Each required observation will result in a performance rating which shall be shared with the employee within ten (10) school days and which shall be discussed at the post-observation conference.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.
3. Each required observation shall be scheduled at least once during a semester. In addition, there shall be at least seven (7) school days between the time one classroom observation post conference is completed and a subsequent classroom observation is performed.
4. Tenured teachers shall receive a minimum of one (1) full period observation during each school year.

D. EVALUATION REPORTS

1. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) three (3) days before any conference, unless the employee requests more time, but not to exceed more than seven (7) days before the conference. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.
2. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - a. Such reports shall be addressed to the employee.
 - b. Such reports shall be written using the format provided by the district's observation tool. The form shall include specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, citing specific domains and indicators.
 - c. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
 - d. Each observation cycle shall be completed before another cycle begins.
 - e. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
3. All evaluation reports, documents, records, and other evaluative materials -- whether in a non-electronic or electronic form -- are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c. 26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public. The school district shall be fully responsible for the security of employee evaluation records and data.

E. POST-OBSERVATION CONFERENCES

1. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated. If agreed to by the teacher, post-observation conferences for short observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic (N.J.A.C. 6A:10).
2. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report, as well as the draft evaluation report.

3. Provision must be made to attach employee responses/objections to the evaluation either physically or electronically, depending on how the evaluation report is stored.

F. WALKTHROUGHS

1. Any observation – whether formal, informal, or a walkthrough – shall be conducted openly and with the knowledge of the employee being observed.
2. All forms intended to be used for observation and evaluation can be found on I Observation. Information on these approaches – including criteria – shall be included in training on the teacher practice evaluation rubric being used.
3. When informal or walkthrough observations are being used as part of the evaluation, written feedback must be provided to the teacher within five (5) working days. If the administrator has concerns as a result of the informal observation or walkthrough, a face-to-face post-informal observation/post-walkthrough conference must be conducted within five days of the employee receiving the written feedback.

G. PRIOR PROVISION OF MATERIALS

Employees shall be able to access all materials and forms relative to observation and evaluation on observation.

H. OBSERVERS/EVALUATORS

1. Administrators (including building principals, directors, superintendent, and interim administrators) will conduct observations.
2. No teacher member of the School Improvement Panel (SCIP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, nor shall any non-certificated staff member be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated staff member. Use of any such information will render the evaluation null and void.

I. CRITICISM

Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

J. USE OF VIDEO AND/OR AUDIO RECORDING DEVICES IN EVALUATION

1. During a classroom or workplace observation/evaluation, whether formal or informal, no tape recorders, videotape equipment, computers, telephones, or any other device with video or audio recording capability shall be used to record the staff member.

2. Evaluation of a staff member shall not be accomplished through electronic monitoring or taping.

K. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.
3. Beginning July 1, 2013, teachers employed on a full-time basis must earn at least twenty hours of professional development each school year (in accordance with N.J.A.C. 6A:9-15.4).
4. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal.
5. Any professional development required of any school staff member – whether through a PDP or Corrective Action Plan (CAP) – shall be provided during the regularly scheduled work year and work day.
6. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses.
7. The Association shall have an opportunity to provide input into the PDP form prior to its adoption.

L. CORRECTIVE ACTION PLAN (CAP)

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an “ineffective” or “partially effective” annual summative rating and the individual's certified supervisor.
2. Any professional development required of any school staff member through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff member and the certified supervisor. The teacher's supervisor, supported by the school district's administration and board of education, is responsible for ensuring that all teachers receive the necessary opportunities, support, and resources to engage in professional learning to meet the goals of their CAPs.
3. Beginning July 1, 2013, teachers employed on a full-time basis must earn at least twenty hours of professional development each school year (in accordance with N.J.A.C. 6A:9-15.4). The individual Corrective Action Plan shall normally require no more than the minimum required 20 hours of professional development

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a year. A teacher's CAP goals, however, may necessitate more than the minimum requirements. If imposed by the district, the Board of Education shall provide resources for any CAP goals beyond the minimum requirement.

4. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors'/administrators' responsibilities in helping the employee address any identified deficiencies.
5. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of "effective" representations of meeting the components by the certified supervisor and those rated "effective" or "highly effective" in such components/elements and be provided opportunities to practice and demonstrate them.
6. The CAP shall remain effective until the next annual performance review in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the district to provide the necessary time, resources, and support.
7. The employee who is required to have a Corrective Action Plan shall have the right to have an association representative present during any conference where a Corrective Action Plan is created.
8. The additional fourth observation for a teacher who has a Corrective Action Plan shall be conducted for a full class period, shall be announced, and shall require a pre-conference.
9. Every individual on a Corrective Action Plan shall be provided regular and continuous support toward and feedback about their progress in addressing any deficiencies.
10. Observations of tenured teachers with Corrective Action Plans shall be conducted by multiple observers as per N.J.A.C. 6A:10-4.4 (c) 2.
11. No School Improvement Panel teacher member will be involved in creating or meeting another staff member's Corrective Action Plan.

M. TRAINING

1. Training on the teacher evaluation model shall include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.
2. Evaluation training shall be offered by the district as part of the professional development program during the school day and school year and be fully funded by the school district. Training shall be provided in-person in collaborative settings and not rely on video or other electronic means, except as providing an exemplar to spark collaborative discussions among those present at the training.
3. When district certified supervisors who conduct evaluations and observations in the evaluation models, tools, and rubrics used to evaluate school staff are trained,

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association representatives will be provided an opportunity to attend that training. If the training is conducted during the school day or year, association representatives will be provided release time to attend the training with no loss of compensation.

N. NOTIFICATION OF STUDENT ROSTER FOR STUDENT GROWTH PERCENTILE (SGP) PURPOSES

The district will share the final list of students assigned to each teacher for the teacher's review prior to the list being submitted to the N.J. Department of Education. Teachers shall have the opportunity to bring potential issues to the central office within five days of dissemination of the information.

O. SCHOOL IMPROVEMENT PANEL

No teacher or other unit member who serves on the School Improvement Panel shall evaluate, participate in, or feed into the evaluation or any component of the evaluation of any other teacher or unit member, including formulating the Corrective Action Plan.

P. RELEASE TIME

In the event that teachers on the School Improvement Panels or the District Evaluation Advisory Committee are required to meet beyond student dismissal times, teachers who serve shall receive professional development hours for time worked on the SCIP or DEAC.

VII. EMPLOYMENT

A. SECRETARIAL

1. Vacation

All twelve-month secretarial bargaining unit members shall receive one (1) week of vacation after completing six months of service, two (2) weeks of vacation after completing one year of service, three (3) weeks of vacation after completing five years of service, and four (4) weeks of vacation after completing ten (10) years of service.

2. Delayed Opening

All secretaries shall be entitled to receive the same delayed school opening schedule offered to the teaching staff. Secretaries shall report to school at the same time teachers report during delayed opening days.

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3. **Secretary Lunch Period**

All secretaries shall be guaranteed a one hour uninterrupted lunch period and shall be free to leave the building with notice during the said lunch period. Nothing in this paragraph shall preclude the exercise of the principal's authority in case of emergency.

4. **Sign-In Procedure**

Secretaries shall be required to sign in and out whenever they enter or leave the building by placing their initials in the appropriate column of the sign-in roster.

5. In the event of a reduction in force (RIF) affecting secretaries in the bargaining unit, (central office personnel excluded) the least senior secretary shall be subject to the RIF. In the event of a recall, the secretary who was laid off last shall be the first one recalled.

6. The District shall have the right to reassign a secretary (ies) to vacant positions(s) caused by a RIF, if any. A secretary under said circumstances who is assigned to a vacant position shall have twenty (20) workdays to demonstrate competency in the reposition. If the secretary is deemed to be incompetent, the Board may dismiss her. The basis for said dismissal may not be arbitrary or capricious. If a dismissal is deemed by the Association to be arbitrary or capricious, the Association has the right to process a grievance in appeal thereof to binding arbitration.

B. TEACHER

1. **Sign-In Procedure**

Teachers shall be required to sign in and out whenever they enter and/or leave the building by placing their signatures in the appropriate column of the faculty sign-in roster.

2. **Elementary Schools**

- a. The Administration shall make every attempt to secure substitute teachers for the special teachers of art, music, and physical education in the elementary schools.
- b. Teachers are to be provided a minimum of five (5) uninterrupted preparation periods per week of 40 minutes each.

3. **Preparation Periods – Pre-K through 8**

Teachers will receive five (5) preparations per week. An additional common planning period per week shall be granted by the administrator for articulation/instructional purposes. The removal of said common planning period

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will not be considered a past practice or an item to be eligible for a grievance. In all cases, the administration will attempt to schedule such a period weekly for its educational value to students.

4. High School Teaching Load

- a. All high school English teachers (teaching grades 9 through 12) shall teach five (5) periods per day. All high school Math teachers (teaching grades 9 through 12), certified specifically in math, shall be responsible to teach no more than five (5) periods per day. This limitation shall not apply to in-class support teachers and/or teachers of replacement math classes.
- b. All other high school teachers shall teach up to six (6) periods per day as assigned by the Administration. Any teacher who teaches six (6) periods per day shall be excused from any and all duty assignments.
- c. Beginning with the 2014-2015 school year, middle school Math and English teachers (teaching grades 7 and 8) who teach in a block schedule may be assigned to teach four (4) classes over six (6) periods.

5. Assigned Duties

All non-classroom time that teachers may acquire in addition to contractual preparation time will be used for assigned responsibilities, as the Administration deems necessary. Administration will make every effort to rotate teacher schedules so that responsibilities will be assigned on a rotating and equitable basis.

6. Class Coverage/Loss of Preparation Period

Teachers will provide coverage for two classes each school year without compensation. Starting with the third class coverage, teachers will be compensated as follows:

- Any teacher who must substitute for a teacher during a preparation period when the Board does not obtain a substitute shall be compensated at the rate of \$40 per teaching period at the High School and at the Elementary Schools.
- If a teacher is pulled from duty to cover a class, the rate is \$30.00 per class.
- Any teacher whose preparation period is interrupted by administratively-called meetings, such as but not limited to, IEP meetings, grade level meetings, team planning meetings, department meetings, 504 meetings, I&RS meetings, shall be paid \$40.00 for loss of the period.

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7. **Lunch**

All teachers are entitled to a duty-free lunch period in the amount of time equivalent to the student lunch period.

Elementary school lunch periods will be supervised by Lunchroom Aides in order to provide teachers with a duty-free lunch period of fifty (50) minutes, except those teachers assigned supervision duty who shall have a minimum of a forty (40) minute lunch period.

8. **Leaving Assigned Building**

All teachers shall be guaranteed an uninterrupted lunch period and shall be free to leave the building with notice during said lunch period. Teachers must sign in and out pursuant to the terms delineated in Article VII B-1. Nothing in this paragraph will preclude the exercise of the principal's authority in case of emergency.

9. **Back to School Night**

Each school shall have a single session day on the date of its Back-to-School Night.

10. **Meetings and Workshops**

- A. Two (2) hours per month will be utilized for workshops and/or faculty meetings as designated by administration. One meeting shall be for a maximum of 60 minutes. All meetings are reserved for Tuesdays. An emergency need meeting can be called without notice when necessary. All teachers must attend all such meetings and administration must provide staff a minimum of five (5) days notice to schedule the one (1) hour meeting.
- B. In addition to the above two hours of meetings, one additional hour per month may be utilized on Tuesdays for the purpose of professional development activities including, but not limited to, training regarding the district's state required evaluation model and evaluation regulations. Professional development activities shall be appropriate for each staff member's teaching responsibilities.

10. **Travel**

All bargaining unit members assigned two or more schools shall have a guaranteed, uninterrupted, daily lunch period consisting of (60) consecutive minutes inclusive of all travel time between school buildings.

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11. **Attendance at 6th Grade and High School Graduation**

Teachers who attend graduation exercises shall be dismissed at 1:00 pm on the day of graduation and shall return to attend the graduation ceremonies.

VIII. ABSENCES and LEAVES

A. SICK LEAVE

1. All ten-month full time bargaining unit member employees shall have twelve (12) days of sick leave per year. Employees will be permitted to use two of their sick days for family illness each year.
2. Twelve-month full time bargaining unit members shall have fourteen (14) days of sick leave per year.
3. Sick Leave with pay exceeding five (5) consecutive days and frequent short periods of absence must be duly substantiated by doctor's certification upon request.
4. If a bargaining unit member's personal illness extends into the subsequent contract year and the bargaining unit member is unable to return to duty, the bargaining unit member shall be entitled to only personal illness benefits due for the current contract, including accumulated sick leave, and when these have been used, the bargaining unit member is to be taken off the payroll. The bargaining unit member may request an unpaid leave of absence at this time.

Whenever absence due to illness exceeds the accumulated number of days with pay for bargaining unit members who have achieved tenure in Bogota, payment of salary less a deduction in the amount required to pay for a substitute may be made, as determined on an individual basis as provided by State Law. Tenured bargaining unit members not granted extended sick leave may request a leave of absence without pay. Bargaining unit members not under tenure shall be dropped from the payroll and may request a leave of absence. This procedure will continue until the end of the contract year.

5. Bargaining unit members shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
6. Bargaining unit members who achieve perfect attendance during any school year shall receive an honorarium of \$1000. Personal days taken for religious holidays shall not count against perfect attendance achievement.

7. Upon retirement into the pension system all bargaining unit members who in the district and give advanced notice of said retirement no later than February 1, in the school year immediately prior to the July 1 retirement date, shall be paid for accumulated sick leave as follows:
 - a. All bargaining unit members in the district of Bogota shall be compensated for unused accumulated sick leave at the rate of \$65.00 per diem to a maximum of \$15,000. This is not applicable for employees that resign.
 - b. Bargaining unit members shall receive three (3) equal checks: one (1) July 1st of the same calendar year; and one (1) on July 1st of the subsequent two calendar years.
 - c. If notice is not provided by February 1st, payment schedule will commence July 1st of the subsequent calendar year.
 - d. In the event of the death of a bargaining unit member who has met all of the criteria delineated in paragraph 8, payment shall be made to the members' estate as directed by the appointed testator/trix.
 - e. The employee may elect to have the money deposited into a 403B or a 457 plan.

B. UNPAID LEAVES OF ABSENCE

The Board may grant leaves of absence without pay to bargaining unit members in the following cases:

1. Military Leave
2. Maternity Leave
3. Restoration of Health
4. Family Hardship
5. Professional
6. Other requests for Board consideration

C. SHORT-TERM ABSENCE (EXCLUSIVE OF SICK LEAVE)

The Board may grant the bargaining unit member's absence without loss of pay for the following reasons as per Board policy:

1. Death of immediate family - up to five (5) days (mother, father, mother-in-law, father-in-law, brother, sister, son, daughter, spouse, grandchild or any member of the household living with the bargaining unit member as a permanent family member). The 5 days must be taken within 10 days of the date of the death. In the event of unusual circumstances, the superintendent shall have the discretion to deviate from this term on a case-by- case basis.

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J. UKAS

2. Death of a relative not in the immediate family or a close friend - two (2) days per year. An employee requesting this leave shall submit the following documentation: Name of deceased; relationship to deceased; date of funeral; and the name of the funeral home.
3. Personal Business Days - three (3) days per year for urgent personal business that cannot be attended to other than during the work day, subject to the following:
 - a. Requests must be in writing and submitted to the Superintendent of Schools at least three (3) working days prior to the date of requested absence except in emergencies. Requests for personal business absence shall include the following statement which shall be signed: "I hereby certify that the personal business I am conducting cannot be accomplished at any time other than during the school day." Personal Days must be full days. No longer will requests for any half-day personal days be accepted. In the event of unusual circumstances, the superintendent shall have the discretion to deviate from this term on a case-by-case basis.
 - b. Personal business absences shall not be granted to extend a vacation or recess period as provided in the school calendar, except for marriage or graduation in the immediate family with immediate family defined as in paragraph C 1 above.
 - c. Teaching bargaining unit members (i.e., those requiring substitutes) granted personal business absences shall not exceed the following number in any day.

High School: 4
Bixby: 2
Steen: 2
 - d. Nothing specified herein shall deny the Superintendent of Schools the discretion to accommodate bona fide emergencies of bargaining unit members.
 - e. Unused Personal Business Days in any given year shall be converted to unused accumulated sick leave days

D. JURY DUTY

A bargaining unit member who is required to serve on jury duty shall receive the daily contractual pay, diminished by the amount of compensation received as a juror, for days missed when school is in session. Telephone standby service shall not be paid for by the Board of Education. In order to qualify for pay during jury service, a copy of the Summons and proof of attendance must be provided to the Superintendent of Schools.

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E. UNAUTHORIZED ABSENCES

1. Unauthorized absences shall be deducted at the rate of 1/200th from the yearly salary of ten-month bargaining unit members times the number of said unauthorized absent days.
2. Unauthorized absences shall be deducted at the rate of 1/240 from the yearly salary of twelve month bargaining unit members times the number of said unauthorized absent days.
3. All other leaves of absence with pay may be granted by the Board of Education in accordance with Board policy.

F. SABBATICAL LEAVE

1. Length of Leave

A leave of absence for one (1) school year may be granted to a member of the professional staff after each seven-year (7) year period of satisfactory services in the District by the Board of Education upon recommendation of the Superintendent of Schools. In order to improve the educational program and stimulate professional growth of personnel for the benefit of the school district, a leave may be granted for formal study and research. Fellowships, grants, exchange teaching, and field research may be considered on an individual basis. Sabbatical leave will be granted for only a full year only. No term less than a full year will be granted.

2. Criteria for Sabbatical Selections

- a. The recommendation of the appropriate administrator, and Department Head(s) when applicable, shall be based on the benefit the leave would have on the educational program.
- b. The applicant must demonstrate in writing that completion of the chosen program to be undertaken during the sabbatical would add an educational benefit to the district.
- c. The seniority of applicants shall be a determining factor when two or more equally worthy proposals are considered.
- d. The recommendation of the Superintendent of Schools shall be based on the benefit the sabbatical would have on the educational programs and curriculum of the school district.

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3. **Quota**

No more than two leaves may be granted in any given academic year, but the Board assumes no obligation to grant any leave inconsistent with the above criteria for recommendation.

4. **Application**

- a. Application shall be made in writing outlining the course of study or research to be undertaken on or by December 1st of the preceding school year for which leave is requested.
- b. The application shall be submitted to the appropriate administrator, the Department Head if applicable, and the Superintendent of Schools.
- c. The superintendent of schools shall make a recommendation known to the Board of Education by the first regular monthly meeting in February following the December 1 deadline. The Board shall vote on the recommendations at the regular monthly meeting in March. Applicants shall receive notification from the Superintendent of Schools of the Board's decision following this meeting.

5. **Requirements**

Any Sabbatical Leave which has been approved by the Board shall be granted subject to the following requirements of the applicant:

- a. The professional bargaining unit member shall enter into an agreement prepared by the Board of Education to continue service in the district for at least two (2) years after completion of the sabbatical leave.
- c. If the professional bargaining unit member fails to continue in service for a period of two (2) years after such Leave of Absence, the employee shall repay the Board the sum of money bearing the same ratio to the amount of salary received while on Sabbatical Leave that the unperformed part of the two (2) subsequent years' service bears to the full two (2) years, unless such employee is incapacitated, has been discharged or released for good and sufficient reasons, as determined by the Board from this obligation.

6. **Status of Tenure and Pension**

The period of Sabbatical Leave shall count as regular service for the purpose of retirement planning and contributions to the retirement fund shall continue. Tenure rights shall not be impaired.

7. Forfeiture of Sabbatical Leave

- a. The bargaining unit member to whom the Sabbatical Leave is granted shall accept the responsibility of providing documentation (transcript or comparable document) concerning the purpose of the leave.
- b. If the Superintendent of Schools has evidence that the bargaining unit member on Sabbatical Leave is not fulfilling the purposes of the leave, the Superintendent shall, after conference with the bargaining unit member, report this fact to the Board of Education, and the Board of Education may terminate said leave. However, the bargaining unit member may request a hearing before final action is taken. If the Board of Education terminates the leave after granting a hearing to the bargaining unit member, there shall be no further recourse to the grievance procedure.

8. Reinstatement

Upon completion of Sabbatical Leave, the professional bargaining unit member shall be reinstated on the applicable salary guide.

9. Salary

- a. The salary granted to the bargaining unit member(s) on Sabbatical Leave for a full year or two semesters shall be one-half (1/2) of the salary to which the bargaining unit member would be entitled if not on leave, less the regular deductions for the US Federal Income Tax, Social Security, New Jersey Pension, and any other deductions authorized by the employee.

The salary for one-half (1/2) year Sabbatical Leave or one semester shall be 80% of one-half the salary to which the bargaining unit member would be entitled if not on leave, less deductions stated above.

- d. Salary shall be paid in accordance with the contracted salary schedule.

G. Emergency Sick Leave Bank

The Emergency Sick Leave Bank shall provide compensable leave coverage to bargaining unit members according to the following regulations:

1. During each school year a unit member may participate in the ESLB if he/she has given written notice to the Board Secretary that he/she desires to donate a minimum of one sick day during an enrollment period prior to the unit member requesting to utilize the ESLB. The contributed sick day(s) will be deducted only from the unit member's accumulated sick leave days. Unit members may contribute more than one sick day per year. Members can only donate days from their personal cumulative sick leave bank. Statutory sick days are excluded from contribution. Accordingly, a new unit member who has not accumulated any sick days is excluded from contribution.

2. The contribution of sick days by unit members shall be voluntary.

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3. The ESLB shall be available only to those unit members who have exhausted all of their earned and accumulated leave time, vacation, sick and personal days.

4. Any unit member who is eligible to utilize the ESLB must submit a written request to do so to the Superintendent or his/her designee. The request should describe in detail the nature of the problem and the reason (s) for the requested use of the ESLB. The Board reserves the right to require medical verification of the illness, injury or disability, and to have the unit member examined by medical personnel of its choice. As per state law, access to ESLB for any employee must have the approval of the 3 member BEA committee.

5. The ESLB shall be comprised of three Association members and three members of the administration/Board of Education. This committee shall promulgate procedures by which the ESLB shall operate. .

6. The request by a unit member to utilize ESLB days cannot be automatically extended from one school year to the next. In the event a unit member utilizing ESLB days at the end of a school year is still unable to return to work at the beginning of the next school year, that unit member must first utilize all of their new entitlement days (sick days, personal days etc.) for that new school year, prior to the member being approved to continue the use of the ESLB days.

7. The enrollment period in which unit members must notify the Board Secretary of his/her desire to donate days shall be for ninety (90) days, July 1 until September 28, of each new school year.

8. Each unit member who elects to contribute a day/days to the ESLB must submit his/her own, individual letter delineating their choice of the number of days donated to the ESLB. The letters submitted will remain confidential and retained only by the Board Secretary, until and unless such disclosure is mandated to resolve a discrepancy issue.

IX. INSURANCE PROTECTION

A. MEDICAL

The Board shall pay the full premium for each bargaining unit member's medical insurance coverage and the cost for family plan insurance coverage with a health insurance provider. Any change in health care coverage shall be consistent with applicable PERC decisions.

Effective July 1, 2020, the Horizon Direct Access Zero plan or its equivalent, shall be the base plan for all employees. Employees shall pay health insurance contributions at the rates set forth by P.L. 2011, c. 78, Tier IV (minus 2%) or applicable law. The Horizon Direct Access 15 Plan will remain available to employees as a "buy-up" option. Those employees would be responsible for contributing the true dollar difference between the plan premiums. Horizon Direct

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Access 2035 and the Horizon High Deductible plans will also remain available to all staff as a lower cost option to the Horizon Direct Access Zero plan. Family insurance will now be available for all eligible members at the date of hire.

Election to waive medical benefits due to dual coverage shall be paid to the employee at the rate of 15% of the savings to the Board, with said payments being paid in January and June. However, if insurance benefits are provided through the SEHBP, the opt-out payment will be set at the maximum amount permitted by state law/regulations. Upon ratification of the Agreement by both the Board and Association, the Board shall arrange an open enrollment period with the health benefits provider as soon as practical for the purpose of reenrollment, (i.e., open enrollment in October with a November 1st effective date for insurance coverage).

Opt-out will be qualified under IRS Code Section 125, to be paid as a stipend as stipulated above. The employee could re-enter the program at any time with the "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code 125 and would receive pro-rated "opt out" at the end of the school year.

Any state required contributions toward medical insurance premiums shall be deducted from employees' regular paychecks.

B. DENTAL

The Board agrees to provide coverage for all bargaining unit members not to exceed the following annual costs:

New Jersey Dental Plan 1-B Full Family Coverage
NJSP, Inc. U.C.R.
(Usual, Customary & Reasonable)

Co-Payment:

Preventive Diagnostic	70/30
Basic	50/50
Crowns, Inlays, and Gold Restorations	50/50
Prosthodontics	50/50
Orthodontics	50/50
Calendar Year maximum	\$2,000
Orthodontic Maximum	\$800
Deductible	\$25 (per patient per calendar year)
	\$75 (per family maximum aggregate)

Note: Both deductibles are not applicable to preventative and diagnostic services.

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C. OPTICAL

The Board shall provide all eligible bargaining unit members and their dependents presently receiving medical benefits with an Optical Reimbursement Program for the term of this contract and only in the following manner:

Effective July 1, 2004, the Board of Education shall contribute up to \$36,000 annually toward the premium cost for the Optical Plan for the bargaining unit members and their dependents. The type of coverage shall be Vision Service Plan (VSP), specifically Plan C with no deductible.

D. PRESCRIPTION PLAN

Beginning July 1, 2006, prescriptions shall be submitted to the major medical contained in the current health insurance plan and be reimbursed pursuant to that portion of the plan. Bargaining unit members who leave the system prior to June 30 of each contract year shall be entitled to health benefit coverage pursuant to law.

X. SALARIES

A. PAYMENT SCHEDULE

1. Bargaining unit member(s) employed on a ten-month (10) basis shall be paid in twenty (20) equal semi-monthly installments and bargaining unit members employed on a twelve-month (12) basis shall be paid in twenty-four (24) equal semi-monthly installments. Bargaining unit members shall receive net payroll amount via direct deposit and can set up two checking and or savings accounts for the direct deposit of their net payroll.

Bargaining unit member(s) shall receive their paychecks on the last workday when a payday falls on or during a school holiday, bank holiday, vacation, or weekend.

Ten-month bargaining unit members shall receive their final checks on their last work day in June.

- a) The salary guide base for 2020-2021 shall be increased by 3.18%, 2021 – 2022 shall be increased by 3.11%, and 2022 – 2023 shall be increased by 3.21%. See Annexed Guides. In addition, the Bogota Board of Education will add \$40,000 to the salary guides in year 1 and \$3,000 in year 3 in order to help correct some of the deficiencies with the salary guides.

- b) The Extracurricular Guides will also receive the yearly percentage increase mentioned in 5a. Both the Bogota Education Association and the Bogota Board of Education have mutually agreed to freeze these stipends for the 3 years (at the 2019-2020 level) and apply the money that would have been generated by the percentage increases to Schedule A (Teaching Guide) in order to help correct monetary inequities between steps and add more steps (22 total steps) in the salary guide.

It is understood that all salary and horizontal guide movement shall take effect on July 1, 2020.

B. TEACHER SALARIES

1. Longevity

- a. A longevity increment as indicated below in addition to and above the step guide shall be paid annually for all teachers who have been employed in the Bogota School District. The years must be consecutive in the Bogota school district. Leaves of absences approved by the Board of Education shall not create a disruption to the consecutive years of employment.
- b. Longevity for all bargaining unit members shall be calculated from the completion of the longevity year. The date of employment and subsequent anniversary date shall be the first day of actual job performance and not the date of hire. Said payments are non-cumulative, Longevity payments shall commence with the first paycheck in the subsequent year after completion of the requisite number of years within district. Current staff members must complete a minimum of 20 years in district before becoming eligible to receive longevity. Starting July 1, 2020, longevity year levels 15-16 and 17-19 years will no longer exist. Those members currently receiving longevity at years 15-16 (\$1,750) and 17-19 (\$2,637) will be frozen at these levels until they have completed their 20th year in district by June 30th, to which they will then become eligible for longevity starting at level 20-25 years (\$3,573). Anyone hired on or after July 1, 2020 will not be eligible for longevity.

Completed Service Years within the Bogota School District

20 – 25 Years	\$3,573
26 – 30 Years	\$4,509
31 – 35 Years	\$5,445
36 – 40+ Years	\$6,381

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2. Experience Adjustment/Salary Guide

An annual experience adjustment of \$1,600.00 per year shall be paid to all certificated bargaining unit members hired and consecutively employed by the Bogota School District and who have completed Step 16+4 by June 30, 2004. Any bargaining unit member who currently receives the experience adjustment under previous contract language shall continue to receive it along with any other negotiated salary increase.

3. Miscellaneous

a. Horizontal/Lateral Movements

For budgetary purposes teachers who expect to move horizontally/laterally across the guide (i.e., from BA to MA or MA to MA30) in a subsequent school year are required to notify the District Business Administrator in writing by January 1st of the current school year in order to be eligible for this salary adjustment. Horizontal/lateral move adjustments will be paid in September for those teachers who have become eligible in the previous spring or summer and provided the appropriate notice. Horizontal/lateral move adjustments will be paid in February for those teachers who became eligible at the completion of the fall semester and gave proper notice in the previous school year. Teachers who fail to provide prior written notification will not be eligible for this increase until the year after proper notification is received. All increment adjustments require supporting documentation of approved college transcripts from institutions on the NJDOE approved list, to be submitted to the Board office prior to payment of increment.

b. Teachers who complete a Doctoral Program in Education beyond the sixth-year level will receive \$500.00 in addition to their per annum salary.

c. Initial placement on the salary guide for new teachers shall be at a salary and step mutually agreed upon and approved by the Bogota Board of Education, as per N.J.S.A. 18A:29-9.

d. Any new hires after February 9, 1995 shall not be eligible to participate in the M.A. (E) Program. As of July 1, 2002, no salary increases shall be granted for credits earned beyond the M.A. (E) level. However, someone who is currently on the MA (E) level or has 30 graduate credits and then subsequently earns a separate Masters degree would move to the MA+30 level. The order in which the graduate credits are earned is immaterial. Any credits earned before the acquisition of a Masters degree that did not count towards that Masters degree will count towards the MA+30 level.

e. For the completion of each eight credits of college graduate work beyond the Bachelor's and Master's degree levels achieved before September 1, the teacher's salary will be increased by \$1,000.00. Teachers will file

transcripts with the Superintendent of Schools by July 1. On or after July 1, 2020, staff members currently holding a Bachelor's degree are eligible to earn a maximum of \$4,000 (32 credits) through graduate course work prior to earning their Master's degree. Those current staff members currently qualified to receive more than \$4,000 under the provisions of the previous contract language will be grandfathered in and will continue to earn that dollar amount until they have completed their Master's degree. After receiving a Master's degree, they move to the MA column. Staff members with a Master's degree are not be eligible to earn more money beyond the additional 30 credits (MA+30) as stated in the salary guide.

- f. Teachers who complete thirty (30) graduate credits in their subject matter field beyond the sixth-year level will receive \$300.00 in addition to the salary per annum.
- g. Teachers who complete thirty (30) graduate credits leading to a certificate or professional diploma in their subject field beyond the sixth-year level will receive \$400.00 in addition to the salary per annum.
- i. Bedside and home instruction shall be paid at the rate of \$40.00 per hour.
- j. Chaperone assignments shall be paid for at the rate of \$75.00 per event.
- k. Curriculum writing shall be paid for at the rate of \$40.00 per hour. This payment is not applicable to meetings involving curriculum when such meetings occur during regular school day.
- l. Overnight Educational Trips

A stipend in the amount of \$275.00 per day shall be paid to each teacher participating in an outdoor, overnight educational trip. No compensatory time will be earned. Teachers will be paid on a per diem rate for days worked on a weekend.

- (1) Administrators shall initially request that teachers volunteer for the trip. If teachers do not volunteer for the Program, the Administrator(s) shall have the right to direct teacher attendance.

- m. Overnight High School Trips

Compensation for overnight high school field trips for band, senior class, etc., shall be paid at the rate of \$100 plus per diem rate without any compensatory days.

- n. All certified bargaining unit members assigned to a Board-approved activity that has not been delineated elsewhere in this collective bargaining agreement shall be compensated at the rate of \$40.00 per hour.
- o. If at any time during the length of this contract, both the administration and the association mutually agree on the creation of a new club or

activity, the position may be presented to the Board of Education for approval and the stipend shall be temporarily set at \$600. The stipend will then be officially negotiated during the subsequent contract negotiations.

- p. For Schedules D and E, payment shall be made as follows. Any such stipend position wherein the activity is less than 8 weeks in duration, the stipend shall be paid at the end of the activity. For activities 8 weeks or longer in duration, such stipends shall be paid in two installments: once at the midway point of the activity, and the second installment to be paid at the end of the activity. Appointments to positions on Schedules D and E shall be made annually by the Board of Education upon recommendation of the Superintendent of Schools.

C. SECRETARIAL SALARIES

1. Longevity

- a. A longevity increment, as indicated below, in addition to and above the step guide shall be paid for all secretaries who have been employed in the Bogota school system upon completion of 15 years or more.
- b. Longevity for all secretarial bargaining unit members shall be calculated from the completion of the longevity year. The date of employment and subsequent anniversary date shall be the first day of actual job performance and not the date of hire. Longevity payments shall commence with the first paycheck in the subsequent year after completion of the requisite number of years within district. Longevity payments are non-cumulative.

Twelve month secretaries

Service Years

15-19	\$1,387.00
20-plus	\$3,898.00

D. SECRETARY EXPERIENCE ADJUSTMENT/SALARY GUIDE

- 1. An annual experience adjustment of \$1,200.00 per year shall be paid to all secretaries who completed step 13 by June 30, 2004.
- 2. The \$1,200.00 experience adjustment increase shall begin on the first day of the eighteenth (18th) year.
- 3. Regardless of their initial step placement, all secretaries hired after February 9, 1995, shall be required to work seventeen (17) full years in the District before they are eligible to receive the experience adjustment.
- 4. The salary guide is set forth herein as Schedule B.

5. Any bargaining unit member who currently receives the experience adjustment under pervious contract language shall continue to receive it along with other negotiated salary increases.

XI. DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its bargaining unit members dues for the Bogota Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said bargaining unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 477 P.L. 1979 and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Bogota Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

The Board agrees to deduct from bargaining unit members' salaries money for State Association services and to transmit the moneys within twenty (20) days of deduction. Any bargaining unit member may have such deduction discontinued at any time upon sixty (60) days written notice to the Board and the appropriate agency.

Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT MEMBERSHIP DUES

Name _____ Social Security No. _____
School Building _____ District _____
To: Disbursing Officer _____ Board of Education _____

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for the duration of this Agreement. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability thereof.

Any balance of funds collected under payroll deductions shall be transferred to the New Jersey Education Association by June 30 of each year.

Signature of Employee

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XII. REPRESENTATION FEES

A. NON-MEMBER FEE

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

B. AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and assessments charged by the Association to its bargaining unit members for that membership year. The representation fee to be paid by non-Bogota Education Association members shall be equal to 85% of that amount. It shall not include any amount of dues, fees, or ideological activities or causes that are only incidentally related to terms and conditions of employment or applied toward the cost benefits available only to members of the Bogota Education Association.

C. INDEMNIFICATION

The Bogota Education Association agrees to indemnify and hold harmless the Bogota Board of Education from any damages which may result from any legal action in which the Board of Education may be named as a result of the deduction of representation fees from the salaries of bargaining unit members, the transfer of such fees to the Bogota Education Association or the disposition of such fees to the NJEA.

D. DEDUCTIONS AND TRANSMISSION OF FEE

1. The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Paragraph B above and promptly will transmit the amount so deducted to the Association.
2. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

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E. TERMINATION OF EMPLOYMENT

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

F. MECHANICS

1. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association shall, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
2. If the New Jersey law allowing assessment and deduction of representation fee from the salaries of bargaining unit members who are not members of the Association is voided by Federal or State law or statute, this Agreement by the Bogota Board of Education with regard to representation fees shall immediately become null and void.

XIII. ASSOCIATION PRIVILEGES

- A. The Association and its representatives shall have the privilege of using school buildings for meetings, except during school hours, with prior notification to the building principal and approval of same. Such approval shall not be unreasonably withheld.
- B. The Association shall have the privilege of using school facilities and necessary equipment, with prior approval of the building administrator. The Association shall furnish or pay for supplies used and shall assume all liability for damage to said facilities and equipment other than ordinary wear and tear. No equipment may be removed from the buildings.
- C. The Association President shall be provided release time in the amount of one period each week to discharge his or her Association duties. When the Association President is a high school teacher, the schedule of such teacher shall be so planned as to provide for this release time. When the Association President is an elementary teacher, the Administration shall make its best effort to provide for a comparable period of release time.

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XIV. MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit members or group of bargaining unit members is held to be contrary to law, then such provisions or application shall not be deemed valid and subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Board of Education and the Association agrees that there shall be no discriminating in the hiring, training, assignment, promotions, transfer, or discipline of bargaining unit members, or in the application or administration of the Agreement on the basis of race, creed, age or, religion, national origin, sex, domicile, or marital status.
- C. All professional vacancies within the district shall be publicized by the Superintendent in accordance with the following procedure:
1. A notice shall be posted in each school as far in advance as possible, at least ten (10) school calendar days before the final date when applications must be submitted. A copy of said notice shall be mailed to the home addresses of the Association President and Vice President at the time of posting.
 2. Vacancies which must be filled during the summer period when school is not in session must be posted in each school, and mailed to the home address of the Association President and Vice President. Certified bargaining unit members must receive written notification of available promotional positions at their address of record as least two weeks prior to the deadline application date.
- D. Whenever any written notice is required to be given by either of the pates to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to the following addresses:
1. If by the Association, to:
The Bogota Board of Education, Board Secretary
One Henry C. Luthin Place
Bogota, NJ 07603
 2. If by the Board of Education, to:
The Bogota Association
President
Appropriate School Building
Bogota, New Jersey 07603

XV. DURATION OF AGREEMENT

This Agreement shall be implemented beginning on July 1, 2020 and shall continue in effect until June 30, 2023.

In witness, whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon.

Board of Education

By: Lisa Kohler
President

By: [Signature]
Secretary

Bogota Education Association

By: John Steubing
President

By: Nicole Stolo
Secretary

Schedule A

Teachers Salary Guide

2020-2023

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1	50,100	58,100	64,600
2	50,600	58,600	65,100
3	51,200	59,200	65,700
4	52,200	60,200	66,700
5	53,200	61,200	67,700
6	54,700	62,700	69,200
7	56,700	64,700	71,200
8	59,400	67,400	73,900
9	62,100	70,100	76,600
10	65,100	73,100	79,600
11	68,400	76,400	82,900
12	71,800	79,800	86,300
12a	75,600	83,600	90,100
13	79,400	87,400	93,900
13a	83,200	91,200	97,700
14	85,200	93,200	99,700
15	87,200	95,200	101,700
16	89,200	97,200	103,700
17	91,200	99,200	105,700
18	93,200	101,200	107,700
19	95,200	103,200	109,700
20	97,200	105,200	111,700

↑ JK 105

Schedule C

2020-2023

DEPARTMENT HEADS AND COORDINATORS

- | | |
|------------------|---------------------------------|
| 1 Mathematics | 4 Language Arts |
| 2 Social Studies | 5 Health and Physical Education |
| 3 Science | 6 Fine and Performing Arts |

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Dept.Chairs w/ Adm/Supr Certificate	4902	4902	4902
All Others	4467	4467	4467

Appointments shall be made annually by the Board of Education, upon recommendation of the Superintendent of Schools, to positions listed herein - Department Heads and Coordinators.

For employees currently holding these positions, compensation for these positions shall be added to and become part of their salary for the year or years during which they hold said position. In the event a department head or coordinator shall resign from this position, or shall be removed, or shall not be reappointed, he or she shall not be entitled to any increments, if granted, in subsequent years until his or her base salary shall equal that of other teachers at his or her step on the guide.

For employees hired for these positions on or after July 1, 2020 the compensation will no longer be pensionable.

7 8 UK NS

Schedule D

2020-2023

<u>Activity</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Athletic Director	10348	10804	12733
Football			
Head Coach	6808	7107	8454
1st Assistant	4418	4613	5487
Assistant	3954	4127	4909
Assistant	3954	4127	4909
Assistant	3954	4127	4909
Boys Basketball			
Head Coach	6186	6458	7683
Assistant	3954	4127	4909
Freshman	3954	4127	4909
7th/8th	3108	3244	3857
Girls Volleyball			
Head Coach	6186	6458	7683
Assistant	3954	4127	4909
Assistant	3954	4127	4909
7th/8th	3108	3244	3857
Soccer, Wrestling, and Girls Basketball			
Head Coach	6186	6458	7683
Assistant	3954	4127	4909
7th/8th	3108	3244	3857
Baseball and Softball			
Head Coach	6186	6458	7683
Assistant	3954	4127	4909
Assistant	3954	4127	4909
7th/8th	3108	3244	3857
Cross Country, Boys Track, and Girls Track			
Head Coach	6186	6458	7683
Assistant	3954	4127	4909

JK NS

Schedule E

2020-2023

<u>Activity</u>	<u>Stipend</u>
Activities Account	4000
HS Yearbook	3206
Director of Drama	3189
HS Newspaper	2898
Stage Crew	2708
HS Yearbook-Bus	2559
Musical Director/Producer	2400
Student Congress	2374
YAC	2374
7th/8th Grade YAC	2374
DECA Advisor	2183
Videography Club Advisor	2000
Outlook	1893
Sr Class Advisor	1882
Sr Class Advisor	1882
Box Office	1869
Musical Vocal Director	1800
Musical Instrumental Director	1800
Jazz Band	1504
Multicultural Club	1500
ITS	1455
NHS Advisor	1408
Teacher in Charge (Bixby)	1408
Teacher in Charge (Steen)	1408
Makeup	1348
Junior National Honor Society	1290
Jr Class Advisor	1096

JS LK NS

Schedule D

2020-2023

Bowling

Head Coach	3954	4127	4909
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Weight Room Supervisor

Fall	968	1011	1203
Winter	968	1011	1203
Spring	968	1011	1203
Summer	968	1011	1203

Cheerleading (Per Season)

Head Coach	2982	3114	3702
Assistant	2334	2413	2898

Marching Band

Director	3969	4143	4928
Assistant Director	2900	3000	3100

Twirler/Color Guard	2062	2151	2559
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Flag Squad	2062	2151	2559
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JK LK NG

Schedule E

2020-2023

<u>Activity</u>	<u>Stipend</u>
Soph Class Advisor	1096
Fresh Class Advisor	1096
8th Gr Class Advisor	1000
7th Gr Class Advisor	1000
6th Gr Class Advisor (Bixby)	1000
6th Gr Class Advisor (Steen)	1000
School Play Scenery	1000
Art Club	1000
Barber Shop	1000
Math Club	1000
Chess Club	1000
Environmental Club	1000
Junior BACSA	1000
Robotics Club	1000
Peer Leading	900
Social Media Director (High School)	600
Social Media Director (Bixby)	600
Social Media Director (Steen)	600
Safety Patrol (Bixby)	600
Safety Patrol (Steen)	600
Garden Club (High School)	600
Garden Club (Bixby)	600
Garden Club (Steen)	600
Week of the Arts (Bixby)	600
Week of the Arts (Steen)	600
Student Council (Bixby)	600
Student Council (Steen)	600
6th Grade Yearbook (Bixby)	600
6th Grade Yearbook (Steen)	600
Elementary Band	600
Detention/Meditation Detetion	46/hr

Handwritten initials/signature: JG UK MS

