

A G R E E M E N T

BETWEEN

BELVIDERE BOARD OF EDUCATION

AND

BELVIDERE EDUCATION ASSOCIATION

July 1, 2003 to June 30, 2006

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PREAMBLE

THIS AGREEMENT, entered into this ___ day of _____, 2004, by and between the BELVIDERE BOARD OF EDUCATION, Belvidere, New Jersey, hereinafter called the “Board” and the BELVIDERE EDUCATION ASSOCIATION, hereinafter called the “Association.”

WITNESSETH THAT

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

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

ARTICLE I

RECOGNITION

A. 1. The Board hereby recognizes the Belvidere Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in N.J.S.A. 34:13A-1 et seq. for all the following personnel recognized as part of the Association including:

Teachers

Guidance counselors

Librarians

Nurses

Child Study Team members, exclusive of those holding administrative positions

All co-curricular personnel

Teacher aides

Secretaries

Custodians

but excluding:

The Superintendent of Schools
Principals
Assistant Principals
Director of Special Services
Administrative Assistants
Operations Chief
Athletic Director
School Business Administrator / Board Secretary
Supervisory Area Leaders
District Technology Coordinator

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

3. The term “Board” shall include its officers and agents.

4. The term “teacher” shall refer to all certificated employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree, pursuant to the provisions of N.J.S.A. 34:13A-1. et. seq., to negotiate in good faith with respect to the terms and conditions of employment of the defined unit.

B. The parties agree to negotiate over a successor Agreement in accordance with the law and such procedures as the negotiating teams may agree upon, in a good faith effort to reach an Agreement concerning salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all personnel indicated, shall be reduced to writing, and if

ratified by the Association, and if adopted by the Board, be signed by the Association and the Board.

C. This Agreement incorporates the entire understanding of the Belvidere Board of Education, the Belvidere Education Association, on all issues which are or could have been the subject of negotiations. During the term of this Agreement, neither the Board, nor the Association will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. A “grievance” shall mean a claim by an employee or support employee, or entire group encompassing the same, that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him/her.

1. Aggrieved Person - An “aggrieved person” is the person or persons or the Association making the claim.

2. Party in Interest - A “party in interest” is the person making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. A grievance to be considered under this procedure on behalf of an employee must be initiated by the employee or the Association within thirty (30) days of the time the employee knew or should have known of its occurrence. Failure to initiate a grievance in the specified period of time is deemed a waiver of all steps on the grievance procedure.

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

2. Failure at any step of this procedure to communicate the decision on a grievance

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

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

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

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

C. Level One

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

D. Level Two

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

2. The principal shall communicate his/her decision to the employee in writing with reasons within six (6) school days of receipt of the written grievance.

E. Level Three

The employee, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as

specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing with reasons to the employee and the principal.

F. Level Four

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

G. Level Five

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

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

H. Procedure for Securing the Services of an Arbitrator

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

1. A request will be made to the Public Employees Relations (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.
3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations.

I. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself-herself, or, at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, have the right to have a representative of the Association attend and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

J. Miscellaneous

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

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

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

K. Costs

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

2. Each party shall bear the total cost of any other expenses incurred by them.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising a governmental power under the color of law of the State of New Jersey, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any employee with respect to hours, salary, terms or conditions of employment, by reason of his/her membership in the Association, including collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from the specific dates of this Agreement.

B. No employee subject to the contract shall be disciplined, receive a written reprimand, be reduced in rank or compensation without just cause.

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

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

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

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

G. Any questions or criticism by a supervisor, administrator, or Board member of any employee subject to this contract and his/her instructional or occupational methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, notwithstanding fallibility of supervisor, administrator, or Board member.

H. All employees shall have the right to examine the contents of their personnel records at a mutually acceptable time, in the presence of an administrator. Records may not be removed from the administrator's office.

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

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

ARTICLE V

ASSOCIATION RIGHTS

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

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

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

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

E. The rights of the Association, and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit and to no other comparable organization.

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

G. The Board of Education, through its designee, will request the opinion of the co-curricular/athletic people regarding the hiring of new teachers in their particular co-curricular/athletic field of expertise. The Board retains final authority in hiring.

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

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

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

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

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

aspects of said defense.

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

ARTICLE VI

BOARD RIGHTS

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

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

ARTICLE VII

SCHOOL CALENDAR

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

The school calendar shall be 184 days for teachers, with 181 pupil contact days. One of the other days is to be used for an in-service day for teachers, and one day to be used, as in previous years, for a teacher orientation day which are to be determined at the Board's discretion. The school calendar for aides shall be 182 days. Specific aide attendance at orientation and/or in-service will be required to the extent deemed appropriate by the Board. The in-service day will be developed and scheduled with the input of the Belvidere Education Association. The school calendar for support employees shall be 182 days. There shall be a full day of school for students and staff on Friday if a holiday/recess period begins on a Monday.

ARTICLE VIII

EMPLOYMENT

A. Each employee shall be placed on their respective Salary Guide in accordance with the following:

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

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

3. Employees being offered contracts for co-curricular activities shall indicate acceptance or rejection within fifteen (15) days of the date of the offer. A period of fifteen (15) days shall be required upon receipt of resignation by the Superintendent of Schools and termination of the co-curricular contract. Teachers will be offered co-curricular contracts by April 30th, except those appointed to activities which do not terminate prior to April 30th; these will be offered by June 1st.

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

C. In order to qualify for educational level placement adjustments on the salary guide, teachers must satisfy the district requirements by October 1st for retroactive adjustment to September 1st, or by March 1st for retroactive adjustment to February 1st.

ARTICLE IX

TEACHERS AND TEACHERS AIDES HOURS AND TEACHING LOAD

A. Teachers, other certified staff and aides shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign in" sheet. Teachers, other certified staff and aides shall also indicate that they have left the building at the conclusion of the work day by initialing in the corresponding column of the faculty 'sign in' sheet, unless they remain until after the office is closed for the day.

- B.
1. Teachers shall be required to report to their classrooms fifteen (15) minutes before the opening of the pupils' school day and shall be permitted to leave the building fifteen (15) minutes after the close of the pupils' last class.
 2. Teachers at Belvidere High School shall be permitted to leave on the last work day of the week once buses have left the premises. Teachers at the Oxford Street School shall be permitted to leave on the last work day of the week once students have been dismissed. Teachers at the Third Street School shall be permitted to leave on the last work day of the week once students have been dismissed or placed under the supervision of an administrator. If the assigned administrator is absent, an alternate administrator will be identified as on call, should there be students who require supervision at the close of the day.

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

1. Third Street Elementary School teachers: 210 minutes every week. Reasonable attempts, within educational policy, shall be made to schedule a daily prep period at the Third Street School for each teacher.
2. Oxford Street Elementary School teachers: one period daily.
3. High School teachers: two periods daily. It is understood and agreed that up to 36 preparation periods per school year but not more than two (2) per week, or not more than one per day, may be utilized by the Administration in accordance with the following definition:

Preparation time is that unassigned time during the day which shall be utilized by teachers for activities in furtherance of their responsibilities. These activities include conferences with students, parent and staff, meetings with the Administration regarding observations, evaluation and other matters relevant to their performance, curriculum revision, planning for classes and instruction, test-making and grading. It is understood and agreed in any event that preparation is not free time.

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

- E. All teachers shall have daily duty-free lunch periods of at least twenty-eight (28) minutes.
- F. Teachers may leave the building without requesting permission during their duty-free lunch period, and with permission during their non-pupil contact period, providing they notify the Main Office of their departure and return, and return within the specified period.
- G. Any high school teacher teaching six (6) periods per day will not have a homeroom assignment.
- H. If it should become necessary for a teacher to cover another teacher's class, it shall be assigned to the teacher that particular period having the fewer teaching classes, except if a teacher with a greater number of classes shall volunteer for such duty.
- I. Teachers shall be required to attend a maximum of thirty after school meetings per year, which shall be no longer than one hour in length. There shall be no more than four meetings in any month and such meetings will take place on a fixed day of the week or the Administration will provide the Association with adequate notice regarding any change. It is agreed that this is not student contact time.
- J. When a teacher is assigned to the high school part of the day and the elementary school part of the day, said teacher's work day shall be no longer than the work day of the school having the longer schedule day.
- K. Teacher Aides - The work hours and calendar of aides shall be the same as that of the teachers in their building assignment(s).
- L. One open house will be scheduled for each building. There shall be one afternoon and one evening of parent conferences at the high school. There will be an abbreviated school day for high school students on the day of parent conferences.
- M. All certified staff shall be required to chaperone one after-school, or evening, co-curricular event per year, within the teachers' assigned building, without compensation. A mutually developed list of approved after-school, and evening, co-curricular events shall be developed at the beginning of each school year. The list may be mutually modified as needed

throughout the year. Teachers shall sign-up for their non-compensated event by District seniority.

ARTICLE X

SALARIES AND OTHER COMPENSATION

A. The salaries of each employee covered by this Agreement are set forth in their respective salary guides for the 2003-04, 2004-05 and 2005-06 school years, which are attached hereto and made a part hereof.

B. All employees shall be paid in twenty (20) (ten month employees) or twenty-four (24) (twelve month employees) equal installments on the 15th and last day of each month. Should these days occur when school is not in session, payment will be made on the last school day prior to the above-mentioned schedule. The final paycheck for ten month teaching staff will be issued on the last day of student attendance for each school year.

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

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

E. Teachers, aides and other ten month employees shall receive their final checks on their last working day in June, provided they have fulfilled all professional and/or employment responsibilities to the satisfaction of the administration.

F. Accumulated Sick / Personal days at retirement.

1. Any teacher with ten (10) years or more of continuous service at Belvidere (with military service considered as time spent at Belvidere if military service occurs after starting at Belvidere), upon becoming eligible for retirement, and retiring at Belvidere, according to the provisions of the Teachers' Pension and Annuity Fund, will receive a \$500.00 bonus plus \$31.00 for each accumulated sick day, up to a maximum of \$7,100.00.

2. For teacher aides, same qualifying conditions as for teachers in paragraph 1. above, will receive a \$500.00 bonus plus \$15.00 for each accumulated sick day up to a maximum of \$4,500.00.

3. For custodians and secretaries, same qualifying conditions as for teachers in paragraph 1. above, will receive a \$500.00 bonus plus \$19.00 for each accumulated sick day up to a maximum of \$5,100.00.

G. Longevity pay will be awarded to all teachers hired after July 1, 1997 based upon their years of service within the District. **DELETE PARAGRAPH**

G. 1. Any 12-month employee who works six (6) or more months in any year shall be given a full year's credit for that year on the salary guide in the next year. Any employee working less than six (6) months shall be given one half year's credit on the salary guide for that year.

2. Any 10-month employee who works five (5) or more months in any year shall be given a full year's credit for that year on the salary guide in the next year. Any employee working less than five (5) months shall be given one half year's credit on the salary guide for that year.

H. If any custodian's shift is adjusted as to overlap a different shift (i.e., overlapping into the normal night shift), the custodian's pay shall be adjusted that proportional amount.

J. Third Street Elementary School teachers: 210 minutes every week; in the event this minimum preparation time is not provided, the teacher(s) will be compensated at the rate of \$19.77 per period (30 minute periods). **DELETE PARAGRAPH**

I. Any teacher assigned by the principal to cover another teacher's class shall be paid at the rate of \$27.00 per class period covered in 2003-04, \$28.00 in 2004-05 and \$29.00 in 2005-06. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in such school.

J. Teachers who are approved to chaperone evening proms and dances shall be compensated for such chaperone services at the rate of \$22.00 per hour in 2003-04, \$23.00 in 2004-05 and \$24.00 per hour in 2004-05, after satisfying the provisions of Article X Paragraph M above.

K. Teachers serving as Detention supervisors will be compensated at the rate of \$29.00 per hour in 2003-04, \$30.00 in 2004-05 and \$31.00 per hour in 2005-06.

L. When a teacher is asked by the Board of Education and/or the administration to provide home instruction, he/she shall be compensated at the rate of \$32.00 per hour in 2003-04, \$33.00 in 2004-05 and \$34.00 per hour in 2005-06.

M. Summer Curriculum Work will be compensated at the rate of \$32.00 per hour in 2003-04, \$33.00 in 2004-05 and \$34.00 per hour in 2005-06.

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

ARTICLE XI

TEACHER EVALUATION AND PROFESSIONAL DEVELOPMENT

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

ARTICLE XII

INSTRUCTIONAL COUNCIL

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

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

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

2. The duties of the Superintendent shall be:
 - a. To convene meetings of the Instructional Council:
 - (1) At the request of the teacher representative
 - (2) At the request of the Board representative, or
 - (3) At the discretion of the Superintendent.
 - (4) No more than every ten (10) days.
 - b. To act as Chairperson at all meetings of the Instructional Council.
3. It shall be the obligation and the duty of the Board and teacher representatives to:
 - a. Evaluate the problems presented to the committee.
 - b. Gather facts to provide for a complete understanding of these problems.
 - c. Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization.
 - d. Present conclusions and recommendations to the full Board of Education.

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

5. The above procedures do not preclude the teacher representative from carrying on conversations with the Superintendent with the intent to resolve problems.

ARTICLE XIII

TEACHERS VOLUNTARY-INVOLUNTARY TRANSFERS AND REASSIGNMENT

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

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

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

D. A list of open positions shall be made available to all employees in the district before seeking outside applications. Employees desiring to be considered for open positions during the summer must notify the administration prior to leaving in June to request notice by mail of open positions. In addition to posting notice of vacancies in each building, the Board will post open positions on its web site.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

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

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

1. Illness in the immediate family – three (3) days per year (wife, husband, parents, children, or other in the same household).

2. Bereavement Leave - five (5) days (immediate family, i.e., mother, father, wife, husband, child, brother, sister, mother-in-law or father-in-law). Three (3) days for grandparents, grandchildren, son-in-law and daughter-in-law. One day for aunts, uncles, nieces, nephews.

3. Personal Business - Three (3) days (24 hours notice needed) unless the day sought is before or after a holiday/vacation period, then seven days notice is required (teachers only). No reason need be stated. One of these personal days may be taken in June provided a reason is given in a seven day advance written notice approved by the building principal (teachers only).

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

C. Unusual reasons for absence - any unusual reason for an employee's absence must be made in writing to the Superintendent and will be disposed of by the Board on the merits of the case. The Board shall render a written decision to the applicant and any request by the petitioning employee for an explanation will be provided by the Superintendent.

D. Teachers employed on a 12 month basis shall have the following summer vacation time:

1. 1st to 8th year - 12 days (1st year prorated based upon start date)
2. 9th to 11th year - 13 days
3. 12th to 14th year - 14 days
4. 15th and additional - 15 days

E. Secretary and Custodian vacation - (non-cumulative)

- | | | | |
|----------------|---|---------|---|
| 1 to 10 years | - | 12 days | <u>(1st year prorated based upon start date)</u> |
| 11 to 14 years | - | 13 days | |
| 15 to 20 years | - | 16 days | |
| 21 to 30 years | - | 23 days | |
| Over 30 years | - | 25 days | |

1. No more than 15 days allowed during summer months.

2. An individual who is leaving the school system will have to take any vacation days due, based on one day per month.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

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

B. Any employee seeking to use sick leave for reasons associated with pregnancy shall notify her building principal of her intent to apply for leave of absence upon becoming aware of her pregnancy. At least sixty (60) days in advance of the leave, the employee shall file with the Superintendent a request for such leave, along with medical certification of the expected birth date.

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

D. Employees adopting a child shall receive similar leave. Sixty days notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

ARTICLE XVI

WORKING CONDITIONS FOR SECRETARIAL AND CUSTODIAL STAFF

A. Work Week

1. Secretaries - 35 hours per week, 30 hours per week during summer; time schedule to be worked out by the building principal.

a. Secretaries will work a “regular” seven (7) hour day every day in June up to and including the last staff day. Secretaries in the unit will work “regular” seven (7) hour days for the five (5) days preceding the Labor Day weekend.

b. All scheduled work days of secretaries occurring between the above defined work periods shall be at “summer hours” of six (6) hours per scheduled work day with one-half (½) hour lunch; time schedule to be worked out by the building principal.

2. Custodians - 40 hours per week, lunch time at the discretion of the Operations Chief.

B. Breaks. Secretaries and custodians shall be entitled to two (2) fifteen minute breaks each day year round.

C. An attempt for security will be made for times when employees work alone.

D. Resignation

1. An employee who is resigning from his/her position shall give thirty (30) days’ notice. Failure to provide the required thirty-day notice may result in the forfeiture of one (1) week’s pay at the discretion of the Board of Education.

2. Earned vacations shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full notice is not given, earned vacation shall be taken only in the same proportion as the amount of notice actually given. For this purpose, twenty full working days shall be used in calculating the amount of notice given by the employee.

E. Overtime

1. Custodians

a. Overtime payments at one and one-half times after eight (8) hours per day and over forty (40) hours per week. Time taken in sick leave time and vacation time counts toward overtime payment.

b. Custodians shall be paid two (2) times their daily rate of pay for any work performed on Sundays and holidays.

c. Any custodian called into work shall be guaranteed two (2) hours of overtime pay for that day.

d. Any custodian called in to work on a vacation day shall be paid at the rate of time and one half their daily rate of pay.

2. Secretaries shall be paid at their regular rate of pay for any hours worked beyond the normal work week of thirty-five (35) hours up to forty (40) hours. After forty (40) hours, any work shall be compensated at the rate of one and a half times the employee's normal rate of pay. Any overtime shall first be approved by the building principal and/or the superintendent.

F. Holidays

1. Secretaries - school closings: work to be determined by the building principal.

2. Custodians - Twelve paid holidays per year as determined by the Board after consultation with the Association.

G. Tuition Reimbursement

With prior approval of the Board, employees shall be reimbursed at no more than the College of New Jersey graduate or undergraduate rates for the cost of tuition for courses taken to attain or improve skills associated with the employee's current assignment or position. Approval and payment procedures shall be in accordance with Board policy and procedures as same may be from time to time amended. Said reimbursement shall be contingent upon satisfactory completion of the course with a grade of "B" or better, and shall be made in March and October following the completion of the work and evidence of an official transcript from the college; provided that the employee is still in the employ of the Board. A maximum of nine (9) credits per year shall be reimbursable.

H. Termination of Custodians

In the event of a general layoff affecting all custodial employees, seniority will be given consideration, provided that all other factors, including satisfactory work performance and ability

to meet the demands of the job, are equal. Seniority shall mean length of continuous service within a job classification. In the event of equal seniority, the Board will have discretion to choose from among any such employees. Any disputes arising under this paragraph shall be subject to the Grievance Procedure, to Board level only.

I. NJEA Convention. One day paid leave will be granted for custodians during the NJEA Convention dates.

J. Any reduction in force layoffs affecting people with more than three years experience in Belvidere will be done by seniority.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT FOR TEACHING STAFF MEMBERS

A. In accordance with Board policy and with advance approval of the Superintendent, the Board shall reimburse teachers for courses taken to the extent of one hundred percent of the tuition fee. A non-tenured teacher will not be eligible for tuition reimbursement for any courses taken during their first semester of employment in the Belvidere School District, except where course work is required by the Board. The annual tuition reimbursement cap shall be \$17,500 in 2000-01, and \$20,000 each in 2001-02 and 2002-03. Courses mandated by the Board for a teachers shall not be counted against this cap. Reimbursement shall be contingent upon satisfactory completion of the course, and shall be made in March and October following the completion of the work, and evidence of an official transcript from the college, indicating that a grade of "B" or better was received.

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

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

D. Teacher Aides: With prior approval of the Board, teacher aides shall be reimbursed at no more than the College of New Jersey graduate or undergraduate rates for the cost of tuition for courses taken to attain or improve skills associated with the employee's current assignment or position. Approval and payment procedures shall be in accordance with Board policy and procedures as same may be from time to time amended. Said reimbursement shall be contingent upon satisfactory completion of the course, and shall be made in March and October following the completion of the work and evidence of an official transcript from the college; provided that the employee is still in the employ of the Board. A maximum of nine (9) credits per year shall be reimbursable.

E. Teachers and aides will not be required to attend school during NJEA annual convention.

F. When attending the NJEA convention, each teacher may purchase educational material up to the amount of \$50.00, which will be fully reimbursed by the Board of Education. Any amount over the sum of \$50.00 submitted to the Board would be considered as any other financial request.

G. Tuition reimbursement shall be at the resident tuition rate at the College of New Jersey for graduate and undergraduate courses. Applicants will be approved in the order of application up to 6 credits. Remaining tuition reimbursement monies, if any, will then be used to increase reimbursement, in the order of application, in three credit increments until the total allotment has been used (6 credits, then 9 credits, then 12 credits, etc.). Whenever the contract amount is expended tuition reimbursement ceases for the remainder of that year.

H. Sabbatical leaves may be taken during an employee's term of service with the District based upon the recommendation of the Superintendent, with the approval of the Board of Education. An employee on a sabbatical leave shall receive one half (1/2) of their current salary for either one semester or one year, consistent with the following requirements:

- 1.The leave must be for the purpose of furthering the employee's education.
- 2.The educational program undertaken must improve the skills and knowledge base

required for the employee's current assignment or for a District approved change of assignment.

3. Only one employee may be on sabbatical leave at a time. If more than one employee is recommended and approved for sabbatical leave, the employee with the greater unbroken term of service with the District shall be granted leave first.

4. Only one sabbatical leave shall be taken by an employee during their term of service with the District.

5. Upon return from sabbatical leave, the employee must continue in the employ of the District for a period of three (3) years. Failure to remain in the employ of the District for this period will require the employee to refund all, or part, of the salary paid during the sabbatical leave according to the following schedule:

Failure to return at all – employee repays the entire sabbatical salary.

Departure after one (1) year of service – employee repays two-thirds (2/3) of the sabbatical salary.

Departure after two (2) years of service – employee repays one-third (1/3) of the sabbatical salary.

ARTICLE XVIII

INSURANCE COVERAGE

A. The Board agrees that it will provide full family coverage health care insurance. Effective July 1, 1991 there is coverage for a second surgical opinion. Effective September 1, 1995 “First dollar” coverage except for hospital coverage will be eliminated, a pre-certification review will be added and there will be no maximum lifetime coverage. Effective upon the date of ratification of this agreement, all new employees shall be provided with Board paid Horizon Blue Cross Direct Access health insurance coverage, and shall have the option of enrolling in the Horizon Blue Cross Wraparound (Traditional) coverage if they pay the difference in the monthly premium. Current employees at the date of ratification, may continue to receive Board paid Horizon Blue Cross Wraparound (Traditional) coverage if they are currently enrolled in that program.

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

conditions and limits of the policy.

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

D. The Board agrees it will provide employees with full family coverage dental care insurance, with a deductible of \$50.00.

E. The Board agrees to provide employees with family prescription coverage with a \$10.00 generic / \$15.00 brand / \$0.00 mail in per prescription co-pay clause, effective April 15, 2001.

F. The Board agrees to pay full family health care insurance for a period of two years for each teacher if retiring on or before age 55; one year if retiring at ages 56 to 60, and one half year for retiring at age 61 and beyond. The Board agrees to pay for Dental Insurance, in lieu of the above family health care insurance, for the same time period indicated, for all employees who qualify for coverage under the State Health Benefits Plan at retirement.

G. Internal coordination of benefits will be allowed for all husband / wife teams where both are employed by the Board.

H. If an employee opts to waive dual coverage (with proof of alternate coverage), the employee will receive 40% of the savings. This will be paid in two installments, December 31 and June 30. The Board will permit re-enrollment consistent with it's insurance contract and, if necessary, establish a Section 125 plan.

I. The Board shall arrange for and maintain appropriate insurance to cover bodily injury liability and property damage liability incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his/her own automobile in the performance of school duties.

ARTICLE XIX

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Belvidere Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association as directed by the N.J.E.A. with its automatic payroll deduction list.

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

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

B. Employees may individually elect to participate in the payroll savings plan for purchasing U.S. Savings Bonds, 403(b) tax sheltered annuities, summer pay plan and direct deposit.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

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

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

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

ARTICLE XXI

CO-CURRICULAR/ATHLETICS

A. Co-curricular/athletic assignments will be made to appropriately certified employees in the following manner:

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

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

3. The Superintendent, or his/her designee, shall review the applications for co-curricular/ athletic positions and shall select the best qualified candidate. In the event two or more applicants are, in the judgment of the Superintendent, equally qualified, seniority in the district shall be used to determine the appointment.

4. No co-curricular/athletic position shall be assigned without prior consent of said employee except for:

a. When no qualified appropriately certified staff member shows an interest in the open position.

b. In the event an emergency exists and it is necessary for the Superintendent or his/her designee to assign a co-curricular/athletic responsibility, the best qualified candidate shall be appointed. In the event two or more candidates are, in the judgment of the Superintendent, equally qualified, reverse seniority in the district shall be used to determine the appointment.

B. When an appropriately certified staff member is promoted from the position of freshman coach or assistant varsity coach to head varsity coach in the same sport or activity, he/she will be placed on the co-curricular/athletic salary guide at a level whereby he/she will not earn less money than in his/her previous position.

C. Time as an assistant coach in one sport shall not be considered toward steps on the salary guide when moving to another assistant coach's position in another sport. For purposes of this agreement, boys' and girls' basketball and boys' and girls' soccer are considered different sports.

D. Should a break in continuous service within a particular position occur, re-entry into that particular position will be at the next salary level.

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

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

G. The Board and Administration will consult with the Association and seek its advice regarding the drafting of requirement for co-curricular/athletic positions.

H. In the event that the Board of Education does not employ someone to fill an existing co-curricular/athletic position, the other individual(s) employed in the same activity, shall receive, provided they are directed to assume the responsibilities of the unfilled position, their regular compensation plus one-half of the compensation of the unfilled position as stated on the co-curricular/athletic guide. In the event the responsibilities of the unfilled position are assumed by more than one person and/or performed for less than the full season, the one-half compensation will be pro rated accordingly.

I. The stipends paid to the FFA Advisor and Head Football Coach shall be frozen at their 2002-03 levels during the duration of this agreement.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the contract for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any employee contract between the Board and an employee, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employee contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Board, and presented to all represented employees, with the letter of intent, or 15 days after formal agreement by the Board of Education has been reached, whichever is the later date.
- E. Nothing in this Agreement shall operate retroactively unless expressly so stated.
- F. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools, and in accordance with "Policy Handbook" policies, administration rules and regulations and the provisions of this Agreement.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered letter at the following addresses:

To the Board: Belvidere Board of Education
809 Oxford Street
Belvidere, N.J. 07823

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

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

I. Any reduction in force layoffs effecting aides with more than three years of experience will be done by seniority.

J. Any teacher who serves as a mentor shall receive a stipend of \$560 paid by the Staff Member to the Mentor. Any openings for a mentor shall be posted and the position shall be given to the most qualified applicant, as determined by the administration, within the present teaching staff. In the event that no one within the present teaching staff shall apply for the position(s) the Board of Education shall advertise outside the district to fill the position.

K. Custodial employees shall receive three (3) sets of uniforms (shirts and pants) per school year. Custodial employees shall also receive a uniform jacket with zip-out lining and safety work shoes, or cost allowance for same, up to \$50.00, payable upon presentation of a voucher, as needed.

L. Custodial employees hired subsequent to the ratification of the 1982-1985 Agreement shall be required to either possess a Black Seal License or obtain said license within one calendar year of initial employment. Failure to obtain the license within one calendar year shall, at the sole discretion of the Board, result in the employee's termination, or the withholding of an increment.

M. Current custodial employees who do not possess a Black Seal License shall make good faith efforts to obtain said license. These good faith efforts shall include enrollment in and diligent attendance at an appropriate course and the taking of the Black Seal License test a minimum of two times during the ensuing year.

N. The Board may terminate staff members not under tenure in keeping with their termination clause by direct request from the employer or employee and/or thirty days notice.

O. If a reduction in force is contemplated, the Board will notify the Association and permit consultation prior to implementing said layoff.

P. A list of open support staff positions shall be made available to all support staff in the district before seeking outside application. During the summer announcements shall be sent to 10 month employees.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006, subject to the Association's and Support Association's rights to negotiate over a successor agreement as provided in Article II, and further provided that the Association is still the majority representative of the certificated teaching personnel in the Belvidere School District.

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

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

BELVIDERE EDUCATION ASSOCIATION

BELVIDERE BOARD OF EDUCATION

By _____
President

By _____
President

ATTEST

ATTEST

By _____
Secretary

By _____
Secretary