

SOUTH BERGEN JOINTURE COMMISSION

TEACHERS' CONTRACT

2008-2009

2009-2010

2010-2011

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PREAMBLE

This Agreement is entered into this 25 day of June, 2008 between the Board of Education of the South Bergen Jointure Commission, hereinafter called the "Board" and the South Bergen Jointure Commission Education Association, hereinafter called the "Association".

ARTICLE I: RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certificated teacher personnel, excluding:

Supervisors
Occupational and Physical Therapists
Substitute Teachers
Secretary to the Superintendent
Transportation Coordinator
Teacher Aides
Secretarial Personnel
Business Office Personnel
Custodians

Out Reach Personnel

(School Psychologist, Learning Disability Teacher-Consultant, Social Worker, Speech Language Specialist, Guidance Counselor, Transitional Counselor, Curriculum and Assessment Coordinator and Teacher)

Definition of Out Reach Personnel:

"Any certificated staff, including but not limited to, School Psychologist, Learning Disability Teacher-Consultant, Social Worker, Speech Language Specialist, Guidance Counselor, Transitional Counselor, and Teacher who are assigned or contracted to perform services in any South Bergen Jointure Commission member district, associate member school district or any other school district purchasing their services as part of their duties shall be defined as Out Reach Personnel." "All Out Reach Personnel shall be excluded in the South Bergen Jointure Commission Education Association Recognition Clause and shall not be represented by the "Association."

Membership Rights:

Any employee, who is entitled to membership in the South Bergen Jointure Commission Education Association, as provided for in the recognition clause of this agreement, shall have the option of remaining a member of the Association if assigned to a schedule that would define the position as an "Out Reach" position. Since individuals employed in an Out Reach position are not included in the recognition clause, the employee has fifteen (15) days from receipt of notice of the assignment to provide the superintendent and the Association with notice of his/her decision to remain in the Association. If the employee decides to remain a member of the Association, he/she will be governed by the provisions of this agreement. The employee retains the right to re-enter the Association at any time.

ARTICLE II: GRIEVANCE PROCEDURE

(See SCHEDULE D)

ARTICLE III: NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in a good faith effort to reach agreement. Once ratified, the Agreement shall apply to all certificated teacher personnel and shall be reduced to writing and signed by the authorized representatives of both parties.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the South Bergen Jointure Commission. The Association likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.

- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.

- D. The Association and the Board negotiation teams will schedule meetings at the convenience of both units for the purpose of negotiating said Agreement.

- E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

ARTICLE IV: ASSOCIATION RIGHTS & PRIVILEGES

- A. The Board agrees to permit the Association to review and copy public information of the Board.
- B. When, at the direction of the Board, any teacher participates in negotiations, grievance proceedings or conferences during the working hours, the teacher shall suffer no loss in pay.

ARTICLE V: SALARIES

- A. The salaries of all teachers are set forth in the Attached document labeled Article V, Index Salary Distribution. The 2008-2009 salary shall be established by adding \$2288 to the 2007-2008 salary. The 2009-2010 salary shall be established by adding \$2379 to the 2008-2009 salary. The 2010-2011 salary shall be established by adding \$2,475 to the 2009-2010 salary.
- B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.
- C. Teachers shall be paid in semi-monthly installments on the 15th and 30th of each month.
- D. Teachers may individually elect to have 20% of their monthly salary deducted from their pay. These funds shall be deposited in the Central Bergen Federal Credit Union. Request for deductions shall be filed with the Secretary of the Board of Education at the start of the school year.
- E. Payroll deductions for each teacher shall be computed in accordance with their pay.
- F. When payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks prior to the non-working day or days.

ARTICLE VI: VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Teachers who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the teacher's desired change with the school or schools, in order of preference. Such requests for transfers and reassignment for the following year shall be submitted no later than March 30.
- B. As soon as practical, and no later than April 30, the Superintendent shall inform the staff of all known vacancies.
- C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.

ARTICLE VII: SICK LEAVE

- A. All teachers employed for the entire "traditional" contract year shall be entitled to the equivalent of one (1) sick day leave per month, to a maximum of ten (10) days per school year. If a teacher is employed full time for the extended year program one (1) additional day of sick leave will be provided for each additional month of employment. A minimum of three (3) weeks in a given month is required to be provided the additional day.

Any teacher whose contract commences subsequent to the beginning of the school year shall be entitled to one (1) day of sick leave for each month employed.

The Board shall require a teacher to file a physician's certificate with the Board Secretary, for Board review, in order to obtain sick leave when the following exists:

1. Upon the recommendation of the Superintendent.
2. In case of extended sick leave of three (3) or more consecutive school days.

- B. Upon request, teachers who have used all their accumulated Sick leave will have their cases reviewed by the Board for possible merited extension and/or compensation.
- C. Teachers shall be given a written statement of accumulated unused sick leave days not later than September 15.
- D. Upon retirement and after the completion of twenty (20) consecutive school years of employment in the district, an employee shall be entitled to receive compensation for accumulated sick leave for each accumulated sick day according to the following guidelines:

1 to 250 days = \$50.00 per day

The total amount of compensation an employee can receive for accumulated sick leave shall not exceed \$12,500.00.

This benefit will be awarded to the estate of any tenured employee who passes away and who is in active service with the South Bergen Jointure Commission.

Consecutive years are retroactive through the time of service in Region VII and are not interrupted by any RIF or approved unpaid leave.

Dates were changed
from 2007-2010
to 2008-2011
OK

ARTICLE VIII: INSURANCE PROTECTION

Board shall provide the health care insurance protection
outlined below for the years 2008-2011.

Payment of 100% for Health Benefits Medical and Hospital coverage on a single, family combination, or family contract. Effective July 1, 2007, all new Teaching staff members hired to teach after July 1, 2007 will be covered by any plan other than The Traditional Plan. In addition, the Board will pay the entire cost of the family plan if the individual elects. At the conclusion of the third year of employment and upon receiving tenure, the employee can choose to change coverage to the Traditional Plan that is offered to other district employees, if desired.

Effective July 1, 2007, current and new staff shall have the option of declining coverage from the Board. The employee shall receive payment at the following rate:

- a. 5,000.00 decline family and Member
- b. 4,000.00 decline member & spouse
- c. 2,500.00 decline Member & Child
- d. 1,000.00 decline member only

Payment to the employee shall be made bimonthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change.

Individuals who elect to decline coverage will have the right to re-enroll for coverage, should their family circumstances change such that they lose the coverage. These family circumstances include death, divorce, loss of job, or other event that results in the loss of insurance. Re-enrollment for any other reason can only occur during the open enrollment period. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements. Employees shall provide proof of alternate coverage to the Board.

- 2. Payment for 100% of premium costs for a dental plan on a single, family combination, or family contract
- 3. Payment for 100% of premium costs for a prescription plan on a single, family combination, or family contract.

ARTICLE VIII: INSURANCE PROTECTION (CONTINUED)

- B. Commencing with the 2011-2012 school year all employees receiving dental and/or prescription plan benefits will contribute 50% of any increased cost over that paid by the Board during the 2010-2011 school year.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

- A. All teachers shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.
1. Up to five (5) consecutive working days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandchild, grandparents).
 2. One (1) day leave for day of funeral of any other relative.
- B. Leave for personal reasons shall be limited to three (3) days per year. Personal leave shall be requested from the superintendent, at least five (5) working days in advance of the contemplated absence, except in case of emergency. The teacher shall state the reason for the request on the personal day form. The superintendent shall have sole discretion in approving the request for personal leave.

In an emergency, the Superintendent, upon being informed by the employee of the nature of the emergency, may waive specific restrictions and authorize an emergency personal day. Written explanation of the emergency shall be submitted to the Superintendent any time prior or subsequent to the occurrence.

Personal days shall be approved immediately preceding or following a school holiday, vacation period or weekend only under emergency circumstances at the discretion of the superintendent.

- C. Personnel covered by this contract who do not use any of their personal days in the school year ending on June 30, shall have three unused personal days converted to two sick days. Personnel who have two unused personal days by June 30 of the school year shall have the two days converted to one sick day. The sick days are cumulative and will become a part of the teacher's accumulated sick leave.

ARTICLE X: PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

Teachers with sub-standard and/or provisional certification will not receive reimbursement for courses taken for permanent certification or other certification purposes. Reimbursement will be made under the following conditions:

1. The coursework must be graduate level coursework at an accredited college or university.
2. The course must require regular classroom attendance. Independent study coursework will be reimbursed upon approval of the Superintendent.
3. All coursework is subject to approval by the Superintendent in advance of commencement. Only coursework in the field of education or required for an advanced degree in the field of education or in another school certificated area shall qualify for reimbursement.
4. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement. An official university transcript indicating satisfactory completion of the course must be submitted prior to reimbursement.
5. Reimbursement shall be limited to six (6) credits for all coursework at the tuition rate for William Paterson University, as charged for the current William Paterson school year rate.
6. Form(s) will be developed by the Board to facilitate initial approval and reimbursement.
7. Teachers who do not hold a Masters Degree shall submit documentation that they are matriculated at an approved college or university in order to receive tuition reimbursement beyond the first nine (9) credits.

B. ADVANCEMENT ON THE SALARY GUIDE

1. All graduate level coursework from an accredited university, which required regular classroom attendance and which is in the field of education or in another school certificated area, and which is approved by the Superintendent shall determine eligibility for a salary column change for increased academic preparation.

ARTICLE X: PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT -
CONTINUED

2. Salary column changes for increased academic preparation will be made only for the full year. To be eligible for a full year change all required coursework must be completed by September 1 and satisfactory evidence of eligibility must be submitted by October 15. Upon submission, the adjustment shall be made retroactive to September 1.

3. Definition of Index:

Each employee shall receive raises based on the distribution agreed to in Article V attachment labeled index salary distribution.

4. Method for calculating salaries of new employees
A first year employee shall be placed on the first step of the index guide.

A new employee who will be given credit for experience shall have their salary determined by applying the salary index and placing the employee on the step and degree level, as recommended by the superintendent. An employee placed on the first or last step of the index will receive the salary established as the beginning and final salary.

5. Salary column changes for increased academic preparation for index level staff members will be determined in the following manner: Employees moving from BA to BA+15 shall receive \$2000 added to the BA salary, BA+15 to MA shall receive \$2500 added to the BA+15 salary, MA to MA+15 shall receive \$2500 added to their MA salary, MA+15 to MA+30 shall receive \$3000 added to the MA+15 salary. The total amount an employee shall receive to move from the BA to MA+30 columns shall be \$10,000.

6. For the purpose of establishing the incremental value of the 2008-2009 index guide, the index guide for 2008-2009 shall have an incremental value of 2.5% for all salaries not at the final salary of the index guide. The 2008-2009 index guide does not represent steps and therefore, salaries of employees represented on the guide do not represent the next step on the index guide.

ARTICLE X: PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT -
CONTINUED

C. Longevity:

1. Longevity will be applied to a teacher after having completed 16 years and 21 years of service with the South Bergen Jointure Commission; which shall include professional time that has been credited for services in Region 7 Consortium. Region 7 Consortium time must have been included in the staff members tenure and seniority in order to be applied to longevity, excluding board of education approved leaves of absences.

2. Longevity shall be paid to the teacher on the start of their 17th year and on the start of their 22nd year of continuous and uninterrupted service in the district, excluding board of education approved leaves of absence. Longevity shall be added to the teacher's base salary and paid yearly and remain a part of the employee's salary.

3. Longevity shall be paid on the following schedule:

- a. 16 years of completed service \$1450(start of 17th year)
- b. 21 years of completed service \$2400(start of the 22nd year)

ARTICLE XI: TEACHER WORK YEAR

A.

1. The teacher work year for ten (10) months for 2001-2002 and thereafter shall be 185 days.

181 days of instruction
3 days of staff development
1 day of orientation

- B. The teacher work year for an extended school year shall be determined by the specific program format, as prescribed in the IEP's of the students enrolled.
- C. The in-school work year shall include days when pupils are in attendance, orientation days, in-service, and other days on which teacher attendance is required.
- D. Teachers in the traditional format are employed from July 1 to June 30 of each school year. Teachers will be assigned as needed to meet the educational requirements of the students enrolled in the Jointure Commission or in programs it operates. Teacher assignments shall be at the discretion of the Superintendent, with Board approval.

Enrollment and/or IEP'S may result in an extended school year in certain classes. If there is a need for an extended school year, the staff will be selected in this manner:

1. If the determination for an extended school year is made prior to August 15 of that year, the teacher(s) appointed to those assignment(s) will be expected to work the full term of the extended year. This extended year contract may be void if enrollment changes during the traditional school year. Notification of the cancellation of the extended school year class will be made on or before April 1 of each year. Staff member(s) may be released from the extended school year responsibility based upon submission of a satisfactory reason and the approval of the Superintendent.

2. If teachers are needed for the extended year due to program expansion or the unavailability of the present staff they may be selected from a pool of qualified volunteers from the existing faculty.

ARTICLE XI: TEACHER WORK YEAR - CONTINUED

3. If an appropriately trained teacher does not volunteer for an extended school year class or to replace a staff member released from their assignment for satisfactory reasons, then a teacher shall be selected who has the greatest student enrollment attending the extended school year. The second process of selection will be to assign a faculty member with the most appropriate training, as determined by the Superintendent. Whenever a teacher, who has not volunteered, has been assigned to an extended school year class, the selection for new assignments shall be on a rotating basis.

4. If the program is canceled for any reason after June 1 the teacher(s) will be employed in another professional capacity for the extended school year or be given the option of not working without pay.

5. Compensation for the extended year program will be based on a four hour and ten minute day. The rate will be 65% of the employee's per diem rate of pay calculated on 1/200th of the salary of the year that has been extended.

6. The extended school year professional staff shall start the work day ten minutes before the student start time and end when students are placed on school buses.

Staff is defined as the classroom teacher and the speech language specialist.

ARTICLE XII: EMPLOYMENT CONDITIONS

- A. Placement on the salary guide for the experienced teacher applicant shall be determined by the Board, with the Superintendent recommendation.
- B. All teachers shall be notified, by the Board, of their employment status for the ensuing year by such date as required by law. All signed contracts shall be returned to the Board within two (2) weeks of issuance.
- C. To be eligible for an increment (salary increase) the following school year, a teacher shall work ninety-three (93) days during the months of September through June of the preceding school year.
- D. Subcontracting of Services
 - 1. The parties recognize the non-negotiable management of the SBJC to subcontract professional and non-professional services in accordance with law.
 - 2. The parties acknowledge the unique nature of the services provided by the SBJC and the Board's right to utilize hourly, per diem or per case employees at such rates as may be agreed upon by such independent employees and the Board. This applies only to those employees not responsible for instruction of students included on the Jointure register as their sole responsibility. This section does apply to employees who are contracted by the Jointure Commission to provide services in member districts or contracted districts.
 - 3. In the event of an emergency due to the need for instructional personnel, the Jointure maintains the right to hire employees on a per hour, per diem or per case basis. The rates for these employees will be determined by agreement between the independent employees and the Jointure. The contracted time of service will be for the remainder of the school year in which the emergency occurred.
- E. Summer enrichment, summer school and other ancillary programs operated by the Jointure shall be paid at the negotiated hourly rate. Ancillary programs will be defined as those that provide supplemental, educational services.

ARTICLE XII: EMPLOYMENT CONDITIONS - CONTINUED

F. MOVEMENT OF CLASSROOM TEACHER

Whenever it shall be deemed necessary for a teacher to be moved to another building by the superintendent and the Commission, the teacher who has been assigned to that class and is moving from one building to another will be compensated at the rate of \$200.00, to be paid in a separate check. The payment shall be made to a classroom teacher only if the move is effected on a day which the teacher is not normally contracted to work, in order to perform the moving and setting up services for the newly assigned class. Whenever the assignment causing the move occurs as of August 15, then that classroom teacher shall perform all moving and setting up services, after August 15, but before September 1 or before teacher orientation day of the new school year. Classroom teachers who request a transfer or move shall not be entitled to any additional payment under this provision and shall perform the necessary services to set up their classroom after August 15 but before September 1 or before teacher orientation day. Moves made during the school year in which the teacher is given assistance and is performing services as part of the regular work day shall not be reimbursed.

ARTICLE XIII: TEACHER HOURS & TEACHING LOAD

- A. Teachers shall be required to be in their rooms ready for duty by 8:30 a.m. The total work day shall consist of six (6) hours and thirty (30) minutes and shall include a duty free lunch of thirty (30) minutes. Teachers assigned to sites other than self-contained school buildings operated solely by the Jointure Commission, may have a schedule or calendar consistent with the building or school in which their class is located.

Teachers work day at the Lyndhurst Middle/High School shall consist of seven (7) hours 0 minutes and shall include a duty free lunch of thirty (30) minutes.

In the event students remain due to late buses or inclement weather, teachers will remain to supervise their aides and students. A rotating schedule will be developed by the Superintendent for sufficient supervision. This supervision will not warrant additional compensation.

- B. Teachers shall be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings. There may be one faculty meeting per month which may extend to one hour from the end of the teacher's regular work day. In addition, there may be 10 professional meetings per year which may extend to 6:00 p.m. A minimum of 72 hours notice will be given prior to the professional meetings. If a need for additional faculty meetings arises, they will be held with twenty-four hours notice if possible. These meetings will be subtracted from the 10 "professional meetings". When the meeting is determined to be concluded by the person(s) responsible, those involved will be free to leave.

C. Evening Assignments

1. Teachers may be required to attend four (4) evening assignments of meetings each school year without additional compensation. Assignments exceeding four (4) shall be compensated at the rate of \$45.00 per evening.

ARTICLE XIII: TEACHER HOURS & TEACHING LOAD -
CONTINUED

2. Employees of the Jointure whose services are purchased by a district(s) will be covered by the terms and conditions of the Jointure contract in all areas except for:

Daily Schedule
Annual Schedule
Faculty Meetings (Maximum of two (2) per week if scheduled in the building where the staff member is assigned.)

These items will be determined by the agreement in place in the district(s).

The district(s) may require the employees to attend evening assignments as per their job descriptions. Any attendance required exceeding a minimum of four (4) will be compensated at the rate of \$45 per evening.

- D. Teachers serving in a non self-contained class assignment may have the period of time before and after the start of the school day assigned as professional time or for other duties in the school.
- E. Teachers who have recognized instructional responsibility shall be provided with professional time. The special teachers will be provided their professional time within their daily schedule proportional to the full time teachers. The professional time shall only be used to attend to instructional or other school-related responsibilities. All professional time shall be conducted in the school unless otherwise approved by the superintendent/principal in writing. Teachers will receive 120 minutes of professional time per week. Teachers at the Lyndhurst Middle/High School shall receive 1 prep period per day equivalent to the length of 1 period of a school day.

The Middle/High School work day shall have a maximum of 240 minutes of Instructional time daily. If they are assigned to teach more than 240 minutes of assigned instructional time, they will be compensated commensurate with their salary.

- F. The nurse shall remain available and on campus throughout the work day. The compensation will be one-half of the following hourly rates for coverage during the thirty (30) minute lunch period: \$27.50 per hour.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

A. Child Rearing Leaves of Absence

1. In the case of a birth or adoption placement of a child, any teacher may request a leave without pay for child rearing purposes.

2. Child rearing leave, if approved, shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may upon the request of the teacher and approval of the Board, be extended for one additional year. Requests for extensions of such leaves must be made by March 1 in the year preceding.

3. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to school following such leave during the last month of the school year.

4. Application for child rearing leave shall be filed at least three (3) months before the anticipated birth or two (2) months prior to the adoption placement of the child.

5. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.

B. Stipends/Reimbursements

Stipends will be provided for:

1. Chaperoning overnight trips - \$100 per evening per event
2. Home Instruction, After School Programs and Hourly Professional Work - \$27.50 per hour

Reimbursements will be provided for:

1. Mileage to be compensated at the appropriate annual State of New Jersey OMB rate.

ARTICLE XIV: MISCELLANEOUS PROVISIONS - CONTINUED

Home Programming:

The SBJC Board of Education shall have the right to establish salaries and schedules for employees who are engaged in home programming after the regular school day and throughout the summer. Rate to be determined by board policy.

C. Agency Shop

1. Non-members of the Association who are negotiated for in the bargaining agreement shall be required to pay a representation fee in accordance with N.J.S.A. 34:13A-5.5 et seq.

This shall exclude part-time personnel working less than 28 hours and all hourly employees. It will include only employees working with children who are on the South Bergen Jointure Commission registers as their sole responsibility.

This section does apply to employees who are contracted by the Jointure Commission to provide services in member districts or contracted districts.

All employees hired prior to July 1, 2007 shall be grandfathered as a part time employee at 20 hours for the purpose of health benefits coverage. All part time employees starting after July 1, 2007 shall be considered part time working less than 28 hours.

2. A "demand and return" system will be established by the Association. This would provide any member of the Association who questions the payment of dues, manner of its expenditure or any other related procedure an opportunity to challenge the process.

3. The Association will indemnify the Board for legal costs and counsel fees in the event that litigation is instituted against the Board based on the Board's collection of an agency shop fee.

ARTICLE XV: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011, or until a successor agreement is negotiated and ratified by the Association and the Board.

In Witness Whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President attested to by its Secretary.

SOUTH BERGEN JOINTURE COMMISSION
EDUCATION ASSOCIATION

Mary Kattine
President

Judith White
Secretary
Treasurer

7/25/08
Date

SOUTH BERGEN JOINTURE COMMISSION/
BOARD OF EDUCATION

William DeFalco
President

Jessan Cucinella
Secretary

7/16/08
Date

new 2010 - 2011
min and max

OK

Schedule A

South Bergen Jointure Commission
Teachers Salary Index
2008 - 2009

	BA	BA 15	MA	MA 15	MA 30
Min.	\$42,000	\$44,000	\$46,500	\$49,500	\$51,000
Max.	\$81,388	\$84,691	\$91,393	\$92,838	\$96,338

South Bergen Jointure Commission
Teachers Salary Index
2009 - 2010

	BA	BA 15	MA	MA 15	MA 30
Min.	\$43,000	\$45,000	\$47,500	\$50,500	\$52,000
Max.	\$83,767	\$87,070	\$93,772	\$95,217	\$98,717

South Bergen Jointure Commission
Teachers Salary Index
2010 - 2011

	BA	BA 15	MA	MA 15	MA 30
Min.	\$44,000	\$46,000	\$48,500	\$51,500	\$53,000
Max.	\$86,242	\$89,545	\$96,247	\$97,692	\$101,192

SCHEDULE D:

SOUTH BERGEN JOINTURE COMMISSION PERSONNEL POLICY

TERMS AND CONDITIONS OF EMPLOYMENT FOR TEACHING STAFF

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A 'Grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved person - the person, persons or the Association making the claim.

B. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher.

2. In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. A grievance must be filed within fifteen (15) working days of its occurrence. Failure to file within the fifteen (15) working day period shall be deemed to constitute abandonment of the grievance.

E. Any teacher or the Association shall have the right to present a grievance through the process described in the following steps. The teacher/Association shall have the right to present the appeal.

F. No reprisals shall be taken, by either party, against any participants in a grievance.

STEP 1

An employee with a grievance shall first discuss it with his/her immediate supervisor or the superintendent directly or through the Association's designated representative, with the objective of resolving the matter informally.

STEP 2

If step 1 is unsuccessful the employee(s) with a grievance shall file, in writing on the prescribed Grievance Form with the supervisor directly. A decision on the Grievance Decision Statement shall be rendered within five (5) school days after the presentation of the grievance.

STEP 3

If the grievance is not resolved or a decision rendered to the satisfaction of the aggrieved person within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance with the Superintendent within ten (10) school days after the grievance was presented in Step 1. The written grievance shall include:

- a) A copy of Grievance Form that was submitted to the supervisor;
- b) A copy of Grievance Decision Statement received from the supervisor;
- c) A statement including basis of dissatisfaction with the decision rendered in Step 1.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. The Superintendent shall then have ten (10) school days to render a decision after the grievance is presented.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person/party within the time limits stated in Step 3, the aggrieved person/party may appeal to the Board within five (5) school days.

GRIEVANCE PROCEDURE - CONTINUED

STEP 4

If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing or it may request the submission of additional written material. The hearing shall be held, as expeditiously as possible, when the Board deems such hearing necessary. The Board shall make a determination within 30 calendar days, which may be extended in the event of an emergence to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

STEP 5

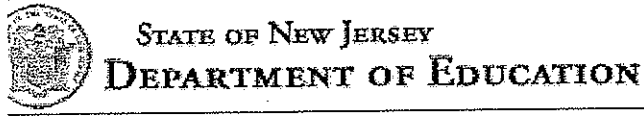
In the event that a teacher is dissatisfied with the determination of the Board he/she shall have the right to advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

The request for advisory arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the board.


In the event of arbitration, the cost of the arbitrator's service shall be shared equally by the Association and the Board.

The final decision on any grievance shall be at Step 5 of this grievance procedure.

Decisions rendered in all steps of this grievance procedure shall be in writing.



2008-2009 List of Religious Holidays Permitting Pupil Absence From School

[Printable Version](#) (68 kb PDF )



Adoption Resolution
April 16, 2008

RESOLUTION

2008-2009 List of Religious Holidays Permitting Pupil Absence from School

WHEREAS, according to N.J.S.A. 18A:36-14 through 16 and N.J.A.C. 6A:32-8.3(j); regarding student absence from school because of religious holidays, the Commissioner of Education, with the approval of the State Board of Education, is charged with the responsibility of prescribing such rules and regulations as may be necessary to carry out the purpose of the law; and

WHEREAS, the law provides that:

1. Any student absent from school because of a religious holiday may not be deprived of any award or of eligibility or opportunity to compete for any award because of such absence;
2. Students who miss a test or examination because of absence on a religious holiday must be given the right to take an alternate test or examination;
3. To be entitled to the privileges set forth above, the student must present a written excuse signed by a parent or person standing in place of a parent;
4. Any absence because of a religious holiday must be recorded in the school register or in any group or class attendance record as an excused absence;
5. Such absence must not be recorded on any transcript or application or employment form or on any similar form; and
6. The Commissioner, with the approval of the State Board of Education, is required to:

(a) prescribe such rules and regulations as may be necessary to carry out the purposes of this act; and

(b) prepare a list of religious holidays on which it shall be mandatory to excuse a pupil. The list, however, is to be a minimum list. District boards of education, at their discretion, may add other days to the list for the schools of their districts; and

WHEREAS, the district board of education has the right to add any bona fide religious holiday to the list for its own schools; now therefore be it,

RESOLVED that the State Board of Education adopts the following list of religious holidays for the 2008-2009 school year:

September 2	Ramadan begins (Islam)
September 3	Ganesa Chaturthi (Hindu)
September 7	His Holiness Sakya Trizin's birthday
September 8	Nativity of Mary (Christian)
September 14	Holy Cross Day (Christian)
September 15	Moon Cake Festival (Chinese Taoist)

September 28	Laylat al Kadar (Islam)
September 29- October 1	Rosh Hashanah (Jewish)
September 30	Feast of Trumpets (Philadelphia Church of God)
September 30- October 8	Navaratri (Hindu)
October 2	Eid al Fitr – Ramadan ends (Islam)
October 9	Yom Kippur (Jewish), Dasera (Hindu), Day of Atonement (Philadelphia Church of God)
October 14-20	Sukkot (Jewish), Feast of Tabernacles (Philadelphia Church of God)
October 20	Birth of the Bab (Baha'i), Installation of the Scriptures as Guru Granth (Sikh)
October 21	Semini Atzeret (Jewish), Last Great Day (Philadelphia Church of God)
October 22	Simhat Torah (Jewish)
October 27	Reformation Day (Protestant Christian)
October 28	Milvian Bridge Day (Christian), Diwali/Deepavali (Hindu, Sikh, Jain)
November 1	All Saints' Day (Christian)
November 2	All Souls' Day (Christian)
November 12	Birth of Baha'u'llah (Baha'i)
November 13	Birthday of Guru Nanak Dev Sahib (Sikh)
November 15	Nativity Fast begins (Orthodox Christian)
November 24	Guru Tegh Bahadur Martyrdom (Sikh)
November 26	Day of the Covenant (Baha'i)
November 28	Ascension of 'Abdu'l Baha (Baha'i)
December 6-9	Hajj (Islam)
December 8	Immaculate Conception (Catholic Christian), Rohatsu/Bodhi Day (Buddhist)
December 9	Eid al Adha (Islam)
December 12	Advent Fast begins (Orthodox Christian)
December 22-29	Hanukkah (Jewish)
December 25	Christmas (Christian)
December 26	Zarathostht Diso (Zoroastrian), Kwanzaa
December 29	Muharram – first day of new year (Islam)
January 1	New Year's Day, Gantan-sai (Shinto)
January 5	Guru Gobind Singh (Sikh)
January 6	Epiphany (Christian, Armenian Orthodox), Theophany (Orthodox Christian)
January 7	Nativity of Christ (Orthodox Christian), Orthodox Christmas (Orthodox Christian, Oriental Orthodox Christian, Coptic Orthodox, Russian Orthodox), Ashura (Islam)
January 11-13	Mahayana New Year (Buddhist)
January 13	Maghi (Sikh)
January 14	Makara Sankranti (Hindu)
January 18	World Religion Day (Baha'i)
January 19	Feast of Epiphany (Orthodox Christian, Oriental Orthodox Christian, Russian Orthodox)
January 26	Chinese New Year (Confucian/Daoist/Buddhist)
January 31	Vasant Panchami (Hindu)
February 9	Tu B'shvat (Jewish)
February 15	Nirvana Day (Buddhist)
February 21	Saturday of Souls #1 (Orthodox Christian)

February 23	Maha Shivaratri (Hindu)
February 24	Shrove Tuesday (Christian)
February 25	Ash Wednesday/Lent begins (Christian)
February 26-March	Intercalary Days (Baha'i)
March 2	Lent begins, Clean Monday (Orthodox Christian)
March 8	Orthodox Sunday (Orthodox Christian)
March 9	Mawlid an Nabi (Islam)
March 10	Purim (Jewish),
March 11	Holi (Hindu), Holla Mohalla (Sikh)
March 13	L. Ron Hubbard's birthday (Scientology)
March 21	Norouz/New Year (Persian/Zoroastrian), Naw Ruz/New Year (Baha'i)
March 26	Khordad Sal (Zoroastrian), First Day of Sacred Year (Philadelphia Church of God)
March 27	New Year (Hindu)
April 3	Rami Navami (Hindu)
April 5	Palm Sunday (Christian)
April 7	Mahavir Jananti (Jain)
April 8	Passover (Philadelphia Church of God)
April 9-10	Pesach/Passover (Jewish)
April 9-11	Theravadin New Year (Buddhist)
April 9-15	Days of Unleavened Bread (Philadelphia Church of God)
April 9	Lord's Evening Meal (Jehovah's Witness), Maundy Thursday (Christian), Hanuman Jayanti (Hindu)
April 10	Good Friday (Christian)
April 12	Easter (Christian), Palm Sunday (Orthodox Christian)
April 14	Baisakhi (Sikh)
April 15-16	Pesach/Passover -- final two days (Jewish)
April 16	Holy Thursday (Oriental Orthodox Christian)
April 17	Holy Friday (Orthodox Christian), Good Friday (Oriental Orthodox Christian)
April 18	Lazarus Saturday (Orthodox Christian)
April 19	Easter/Pascha (Orthodox Christian)
April 21	Yom HaSho'ah (Jewish), First Day of Ridvan (Baha'i)
April 25	The 11 th Panchen Lama's birthday (Buddhist)
April 29	Yom Ha'Atzmaut (Jewish), Ninth Day of Ridvan (Baha'i)
May 2	Buddha's birthday (Buddhist), Twelfth Day of Ridvan (Baha'i)
May 9	Visakha Puja/Vesak (Buddhist)
May 12	Lag b'Omer (Jewish)
May 23	Declaration of the Bab (Baha'i)
May 29-30	Shavuot (Jewish)
May 29	Ascension of Baha'u'llah (Baha'i)
May 31	Pentecost (Philadelphia Church of God)
June 16	Guru Arjan Dev Martyrdom (Sikh)
June 26	His Holiness the 17th Gyalawa Karmapa's (Ugyen Trinley Dorje) birthday

* Disclaimer: New Jersey Department of Education has made every attempt to ensure the accuracy of the dates. The information has been verified through the use of various sources and some dates may vary due to the lunar, Gregorian and Julian calendars.

Lucille E. Davy, Commissioner
Secretary, NJ State Board of Education

Ronald Butcher
President, NJ State Board of Education

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