



2009-2012

AGREEMENT

of

**TERMS AND CONDITIONS
OF EMPLOYMENT**

BETWEEN

**THE BOARD OF EDUCATION OF THE
SPECIAL SERVICES SCHOOLS IN THE
COUNTY OF BERGEN**

and

**THE BERGEN COUNTY SPECIAL SERVICES
192-193 ASSOCIATION**

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ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Bergen County Special Services 192-193 Association hereinafter the "Association", as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel, whether under contract or on leave, employed or hereafter employed by the Board, but excluding supervisory and administrative personnel, Child Study Team members, consultants and any employee who is represented by another bargaining representative.

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

**NEGOTIATION OF SUCCESSOR
AGREEMENT**

A. Deadline Date

The parties agree to enter into collective negotiation regarding a successor Agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement concerning terms and conditions of teachers' employment. Such negotiations shall begin at such times as established by P.E.R.C. Any Agreement so negotiated shall be reduced to writing during the process of negotiations and shall be subject to ratification by the Board and Association, in its final form.

B. Modification

This agreement shall not be modified in whole or in part except by an instrument in writing, ratified and agreed to by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee of the Association that there has been an inequitable, improper application or interpretation of the rules, regulations, or contracts bearing on the employee relationship, and the procedure relative thereto shall not be deemed applicable in the following instances:

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

- (b) In matters where the Board is without authority to act.
- (c) In matters where a method of review is prescribed by law or by any rule, regulation or direction or by law of the State Commissioner of Education and State Board of Education.

Step 1: Information discussed by the immediate program administrator of the grievant. If no agreement is reached, the grievance and answer shall be reduced to writing within ten (10) school days. No grievance shall be filed later than thirty (30) school days after the alleged grievance became known or should have been known.

Step 2: If the grievant or the Association is not satisfied with the resolution of the grievance at Step 2, or if no response is received within ten (10) school days, the grievance, presented in writing, shall be discussed at the meeting of the Board of Education with the grievant and/or the Association. This meeting shall occur within twenty (20) school days of the grievance and the Board's response in writing will be presented within ten (10) school days thereafter.

Step 3: (a) If the grievant is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the grievant may submit the matter in the manner hereafter provided by serving a written notice upon the Board of grievant's intention to arbitrate within fifteen (15) school days after decision by the Board. If timely notice is not served upon the Board, the decision at Step 3 shall be final.

(b) The Association shall petition PERC for services of an arbitrator. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his or her decision not later than thirty (30) days of the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The authority of the arbitrator is limited to the interpretation, application, or the compliance with the provisions of this agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The arbitrator shall be bound by and decide in accordance with all applicable New Jersey and Federal Statutes, Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising with the State of New Jersey. The decision of the

arbitrator shall be submitted to the Board and the grievant and shall be final and binding on the parties.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the grievant. Any other expenses incurred shall be paid by the party incurring same.

Step 4: The only grievances which may be arbitrated under this Step 4 are those alleging that there has been a violation of the express written terms of this locally negotiated agreement. No grievances shall be arbitrable that involve the interpretation, application, or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment or of the statutes and regulations setting terms and conditions of employment.

ARTICLE IV

WORK YEAR AND HOURS

- A. The teachers' work day shall be as established by the host school and shall be when pupils are available for instructional purposes except that such hours shall not be more than 6.75 consecutive hours unless with prior administrative approval.
- B. (1) Working time shall consist of the following: pupil contact; child study team meetings; district required in-service training programs; staff meetings called by the administration; travel time between assignments; prep time for teachers who are eligible, and parent conferences approved by the 192/193 Administrator or Supervisor in excess of four (4) hours per year to a threshold of ten (10) hours per employee. A teacher will seek prior approval for such conferences when possible.

(2) Prep time and progress reporting time for all teachers in accordance with the following schedule:

<u>Services</u>	<u>Prep Time</u>	<u>Progress Report Time</u>
01-20	1.00 hour	5 hours twice a year
21-39	1.25 hours	10 hours twice a year
40-64	1.50 hours	15 hours twice a year
65-84	2.25 hours	20 hours twice a year
85 plus	2.50 hours	25 hours twice a year

- C. The work year for teachers shall commence no earlier than September 1st and end no later than June 30th.
- D. All staff shall indicate their presence in the buildings by initialing either the school's roster or an approved alternative when they arrive and depart from the school.

- E. Teachers shall attend such school functions as orientation programs, in-service training programs, faculty meetings, and other programs as shall be designated by the Superintendent of Schools. Teachers shall be compensated at their hourly rate. If teachers know they cannot attend, they must obtain permission from the Program Administrator.
- F. Summer work shall be posted and staff shall receive their hourly wage in the summer. If new staff are available, one new person shall be rotated yearly and no staff member shall work more than three (3) consecutive years.
- G. Each school year, teachers working twenty (20) hours or more per week may elect to attend the NJEA Convention, one (1) day, or an equivalent professional convention (example: Speech Therapist convention), and also one (1) day to pursue professional development opportunities, or teachers working twenty (20) hours or more per week may elect to attend two (2) days of professional development opportunities, and shall receive their rate of pay for that day if it occurs on a normally scheduled work day. A certificate of attendance shall be submitted to the Program Supervisor or Administrator and shall serve as proof of attendance. Prior written approval must be obtained from the Program Administrator.

ARTICLE V

INSURANCE PROTECTION

- A. The Board shall provide hospitalization and medical-surgical insurance for each employee whose regular weekly work time is twenty (20) hours or greater.

Medical insurance will be provided through the New Jersey State Employees Health Benefits Program.

(Full coverage for employee and family)

In the event the Board changes insurance carriers, the Board must provide coverage equal to or better than that presently offered by the New Jersey State Employees Health Benefits Program.

- B. The Board shall provide family dental insurance coverage with a reimbursement plan providing eighty (80%) percent payment by the insurance carrier and twenty (20%) percent payment by the employee.
- C. The Board shall provide a family orthodontia plan as offered by the existing dental insurance carrier.
- D. The Board shall provide a full-family prescription drug plan at a cost to the employee of \$5.00 dollars per prescription.
- E. Once each of the insurance plans becomes effective as set forth above, insurance as provided in Paragraphs A, B, and C shall commence at the first regular insurance enrollment period following the employee's appointment.

- F. Employees receiving benefits (i.e., working twenty (20) hours or more per week) must be available to be assigned to work, if needed, up to a twenty-fifth (25th) hour to occur within four (4) days in any week.
- G. Those employees who are receiving benefits and who refuse assignment over twenty (20) hours per week and under twenty-five (25) hours per week shall agree to waiver benefits and reduce hours to under twenty (20) hours per week.

ARTICLE VI

AGENCY SHOP

A. Representation Fee

If a nonmember of the Association who is an employee within the bargaining unit (see Article 1), hereinafter referred to as "nonmember", does not become a member of the Association during a membership year which is covered in whole or in part by the Agreement, said employee shall be required to pay a representation fee in lieu of dues not to exceed eighty-five (85%) percent of regular union dues, fees and assessments to the Association for that membership year. It is expressly understood that this Article becomes effective on July 1, and applies retroactively thereto.

B. Procedure

1. Notification-Prior to November 1 each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such nonmember employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule-The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each nonmember employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (a) Ten (10) days after receipt of the aforesaid list by the Board; or
 - (b) Thirty (30) days after the nonmember employee begins his or her employment in a bargaining unit position.
3. Termination-If a nonmember employee who is required to pay the representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said nonmember employee during the membership year in question. The procedure, as described herein, shall apply only if it is equally applied under the same circumstances to members of the Association for purposes of dues collection.

4. Mechanics of Deduction & Transmission of Fees-Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes-The Association will notify the Board in writing of any changes in the list provide for in Paragraph 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.
6. Indemnification-The Association shall indemnify and hold the employee harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees, and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the provision.

ARTICLE VII

BEREAVEMENT

A total of five (5) days paid bereavement leave shall be allowed in accordance with the employee's work schedule, exclusive of weekends, in the event of the death of a member of the employee's immediate family, which shall be defined as follows: wife, husband, child, stepchildren, mother or father, brother or sister, mother-in-law or father-in-law; other relatives if living in the same domicile at time of death. Death of a relative not a member of the immediate family – one (1) day.

ARTICLE VIII

PERSONAL AND MATERNITY LEAVE

A. Maternity Leave

At the employee's request, the Board shall grant a leave of absence for any period of maternity disability consistent with and as permitted by state and federal leave laws. The employee seeking such a leave of absence for reasons associated with maternity disability shall file a written request for such leave with the Superintendent or his/her designee at least ninety (90) days in advance of the anticipated date of birth of the child. Such request shall include the anticipated date of birth and the anticipated date on which said employee expects to return. The Board shall honor the paid or unpaid leave for maternity disability subject to the following conditions:

1. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume her duties.
2. If the employee's physician certifies that the employee's physical condition or capacity is such that the employee's health would be impaired if she were to return to work, said leave may be continued for such additional period of time as shall be deemed necessary by the employee's physician.

3. Employees returning from maternity disability leave shall be entitled to all benefits to which employees returning from other types of leaves would be entitled.
4. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected birth. No employee shall be prevented from returning to work prior to the end of the maternity disability leave provided that medical certification is submitted to the Board to support the return to work. The Board shall not remove any employee from her duties due to pregnancy.
5. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, vacation eligibility, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
6. A staff member returning from maternity leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the District experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not have been on leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under any collective bargaining agreement, the staff member shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes and laws. The staff member shall accrue no additional time toward tenure or seniority for the period of the leave, except as may be provided by law.

B. Childrearing Leave

An employee seeking unpaid leave of absence for reasons for childrearing shall file a written request for such leaves with the Superintendent or his/her designee ninety (90) days in advance of the date on which said leave is to commence. The request shall specify therein the date on which said employee expects to return to work. The Board shall honor the leave dates as requested subject to the following conditions:

1. In case of an employee completing maternity disability leave, childrearing leave shall become effective immediately upon the termination of the maternity disability period.
2. In the case of an employee adopting a child, childrearing leave shall commence upon receipt of custody of said child or earlier if necessary to fulfill the requirements of the adoption.
3. In the case of an employee requesting childrearing leave to care for a child, the leave shall become effective upon the date requested by the employee.

Within the first year, after birth or placement for adoption, up to twelve (12) weeks of such leave may be taken in accordance with C.261, P1 1989, New Jersey Family Leave Act, and Federal Family Leave Act and New Jersey Administrative Code. In the case of a birth or adoption of a child, any staff member shall have the right to apply for a leave

without pay and other fringe benefits for childrearing purposes and time spent on childrearing leave shall not count toward placement on the salary guide, tenure or seniority.

4. In cases where both husband and wife may be employees who are in the same bargaining unit, only one of said persons shall be entitled to such leave at any given period of time.
5. In the case of female teachers, the application for childrearing leave may be made to become effective immediately upon the termination of the pregnancy leave.
6. Childrearing leave may be granted for a period of up to the end of the school year in which the birth or adoption of the child occurs, but such leave may at the option of the Board, upon the request of the teacher, be extended for one (1) additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.
7. Where the birth or adoption of a child is anticipated during the first (1st) month of the school year and a childrearing leave is being requested, the childrearing leave must commence at the start of the school year.
8. Where a childrearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
9. Anything to the contrary, notwithstanding, a childrearing leave granted to a non-tenured teacher may not be extended beyond the end of the contract school year in which the leave is obtained.

C. Personal Leaves of Absence

The Board for good reason may grant other leaves of absence without pay. All extensions or renewals and requests of leave shall be applied for and granted in writing.

1. The Board may grant leaves of absence without pay, for reasons other than medical disability in accord with the provisions hereinafter set forth, but such leaves of absence shall be without pay and other fringe benefits and on the term of the leave shall not count for placement on the guide or toward tenure or seniority.
2. Employees requesting a personal leave of absence without pay under the provisions of this Section shall specify the date on which he/she shall commence and shall return to employment.
3. Except in cases of emergency, application for personal leave of absence for other than health disability reasons shall be filed with the Superintendent of Schools and/or his/her designee by March 1st of the school year preceeding the school year for which the leave is requested. Such application shall set forth the reasons for the leave and the period for which the leave is requested.
4. Based upon the recommendation of the Superintendent of Schools, the Board, in its sole discretion, may approve or disapprove a request for personal leave of absence

based upon its determination as to the impact such leave will have upon the program or with the education of the children in the program.

5. The provisions of this regulation and policy shall not be deemed to impose on the Board any obligation to grant a personal leave of absence to any tenured or non-tenured employee.

D. Personal Days

1. Teachers working twenty (20) hours or more per week shall receive a total of three (3) personal days.
2. Teachers working less than twenty (20) hours per week shall receive a total of one (1) personal day.

ARTICLE IX

TUITION REIMBURSEMENT

- A. Each teacher working twenty (20) hours or more per week shall receive reimbursement for tuition expenses for graduate level courses for which he/she shall have received prior written approval and for which invoices and evidence of successful completion (official transcript) are submitted to the Superintendent and/or his/her designee. Such employee shall notify the Superintendent that he/she plans to take a course or courses two (2) months prior to the date. Within one (1) month of the commencement of the course, such employee shall have written approval for the specific course required to maintain or advance certification and/or enhance the employees' teaching skills approved by the Superintendent or his/her designee. Tuition reimbursement shall be for no more than six (6) credits per year with a grade of B or better. Reimbursement shall not exceed the amount of tuition charged by Rutgers University for the equivalent courses and number of credits.
- B. Online courses are eligible for tuition reimbursement and recognized as professional development if the online course is an accredited graduate course for certificated staff members. All course submissions must be earned at accredited colleges and universities recognized by the New Jersey State Department of Education, or any accrediting entity, college, or university accepted by one of the following recognized entities:

Middle States Association of Colleges and Secondary Schools
New England Association of Schools and College Commissions on Institutes of
Higher Education
North Central Association of Colleges and Secondary Schools
Northwestern Association of Colleges and Secondary Schools
Southern Association of Colleges and Secondary Schools
Western Association of Colleges and Secondary Schools

Courses taken through a correspondence program, video program or other courses not included in a degree program shall not be considered.

- C. All claims for tuition reimbursement must be submitted no later than ninety (90) days following the completion of the course for which tuition was paid.

ARTICLE X

SCHOOL CLOSINGS

- A. Teachers shall not be provided with paid holidays. They shall, however, not be required to report to work on days observed as holidays on the host school calendar.
- B. Teachers shall be entitled to three (3) emergency closing days per year. If teachers choose to make up services to students, they shall be paid at one-half (1/2) their regular rate of pay for services that are made up.

ARTICLE XI

SALARY DEDUCTIONS

- A. The Board agrees to deduct from teachers' salaries money for local, state and national associations' services and programs as said teachers individually and voluntarily, in writing, authorize the Board to deduct and transmit the monies promptly to such association or associations.
- B. The Board agrees to deduct from teachers' salaries money to be deposited in their accounts in the Central Bergen Teachers Federal Credit Union as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to the Credit Union. Any teacher may have such deductions discontinued upon sixty (60) days written notice to the Board.

ARTICLE XII

LONGEVITY

In addition to each employee's regular rate of pay; annual, pensionable longevity shall be paid according to the following schedule:

For employees hired after July 1, 2006, continuous service includes Board approved leaves of absences but no other interruptions of employment.

Longevity to be made in two payments – in September and in December.

\$700 upon completion of 9-13 full, continuous years of service in the program;
\$1,025 upon completion of 14-18 full, continuous years of service in the program; and
\$1,250 upon completion of 19 or more full, continuous years of service in the program.

Teachers whose anniversary date of employment occurs before January 31st of any year shall be deemed to have been employed for a year as of September 1st of that school year and be entitled to the appropriate longevity amount thereto.

Teachers whose anniversary date of employment occurs February 1st or thereafter of any year shall not be deemed to have been employed for a year as of September 1st of that school year but rather the following September 1st and as of that date be entitled to the appropriate longevity amount thereto.

ARTICLE XIII

RETIREMENT

Upon retirement from the District, teachers working twenty (20) hours or more shall be paid for up to a maximum of one hundred (100) days unused sick leave at \$30.00 per day.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Severability

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 application shall continue in full force and effect.

B. Communications Systems

A communication system shall be provided for the use by employees whose teaching accommodations are more than two hundred (200) feet from the main facility.

C. Employees who use their automobiles for school purposes shall be reimbursed at the rate established by the State of New Jersey OMB as it is listed on July 1st of each year.

D. The Association President shall be given one (1) additional forty (40) minute period of non-student contact time every other month to conduct Association business.

E. Printing Agreement

Copies of this Agreement will be prepared and distributed to the teachers within thirty (30) days of ratification. The Board assumes one-half (1/2) of the cost of preparation. The Association assumes one-half (1/2) of the cost of preparation and assumes the responsibility of distribution of the Agreement.

F. Duration of Agreement

This Agreement shall remain in effect from July 1, 2009, until June 30, 2012.

IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested to by their respective secretaries.:

THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT

Charles Grillo
Board President

John Susino
Board Secretary

BERGEN COUNTY SPECIAL SERVICES 192-193 ASSOCIATION

Alan Weisberg
President

Susan Binder
Negotiations Chairperson

BERGEN COUNTY SPECIAL SERVICES

192-193

2009-2012

For staff employed less than 10 years:

<u>Year</u>	<u>BA</u>	<u>MA</u>
2009-2010	\$41.96	\$44.58
2010-2011	\$43.95	\$46.70
2011-2012	\$45.93	\$48.80

For staff employed 10 years or more:

<u>Year</u>	<u>BA</u>	<u>MA</u>
2009-2010	\$44.05	\$47.73
2010-2011	\$46.15	\$50.00
2011-2012	\$48.23	\$52.25