

AGREEMENT

between

BERGENFIELD BOARD OF EDUCATION

AND

BERGENFIELD EDUCATION ASSOCIATION

2021 - 2022

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PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 303, P.L. of 1968 as amended by Chapter 123, of 1974, THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2021 by and between the BERGENFIELD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the BERGENFIELD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Bergenfield Education Association as the exclusive negotiating representatives, as defined under the laws of the State of New Jersey and in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, (as amended) for custodians, secretaries, bus drivers, paraprofessionals and all certified teaching personnel under contract and all certified part-time hourly employees. The categories of certified personnel included are: classroom teachers, guidance counselors, nurses, special subject teachers, (art, librarians, music, physical education and reading), special education teachers, speech therapists, part-time hourly employees, and pupil personnel staff; excluding, school business administrator, assistants to the superintendent, principals, assistant principals, directors and supervisors. The secretary to superintendent, secretary to school business administrator, secretaries to the assistant to the superintendents for personnel, payroll manager and office manager shall be excluded from the collective negotiations unit as "confidential" employees. The term "employee" when used hereinafter in this agreement shall refer

to all employees represented by the name of the employee organization in the negotiating unit as above defined.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

1. The Board and the Association shall exchange proposals no later than December 1, 2021.
2. The parties shall commence negotiations concerning these proposals during the month of December or as soon as a mutually agreeable date is set.
3. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. The proposals specified in section 1 above will represent all of the proposals of the parties. As agreements are reached on items, they shall be reduced to writing and initialed by the duly authorized representatives of the Board of Education and the Bergenfield Association. It is understood that the Board and the Association reserve the final authority to review, ratify or reject any tentative agreements reached by the parties' representatives.

ARTICLE 3

GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance for all purposes except arbitration shall consist of any claimed inequitable application or interpretation of the rules, regulations, or contracts bearing upon the employment

relationship. For all purposes of arbitration a grievance shall consist of a claimed inequitable application or interpretation of the terms and conditions of this agreement.

B. PROCEDURE:

Step 1 - Informal discussion between building principal and/or director and the grievant at which the Association representative may be present. If no agreement is reached, the grievance and answer shall be reduced to writing within five (5) school days. (No grievance shall be filed later than thirty (30) school days after the alleged grievance became known or should have become known to the aggrieved. Only the Association or Superintendent of Schools may carry a grievance beyond this step).

Step 2 - The written grievances shall be presented to the Superintendent of Schools within ten (10) school days by the Association President or his/her designee and a meeting thereon shall be held within five (5) school days. The Superintendent's answer, in writing, shall be delivered within ten (10) school days of the meeting. The Association or Superintendent of Schools may initiate group grievances at this step.

Step 3 - If the matter is not settled, the written grievance and written answers shall be submitted within ten (10) school days to the Board or its subcommittee. The Association shall meet with the Board or its subcommittee to discuss the grievance within fifteen (15) school days of the presentation of the grievance. A decision in writing shall be rendered by the Board within fifteen (15) school days after the meeting. Where no arbitrable grievance, step 3 shall be the final step.

Step 4. - Arbitration grievances as defined in Paragraph A above shall concern the application and interpretation of the terms of

this agreement. Within ten (10) school days of the Board's action if unsatisfactory to the Association, it may, in writing, demand arbitration. In the case of which a grievance is submitted for arbitration, the arbitrator shall be selected from the panel of and pursuant to the rules of P.E.R.C., 495 W. State Street, P.O. Box 429, Trenton, New Jersey 08625-0429.

Step 5 - Arbitration under this grievance procedure shall not include:

1. The failure or refusal of the Board to renew the contract of a non-tenured teacher.
2. Any matter which concerns a subject for which an alternate method of review is prescribed.
3. Any matter which concerns a subject of educational policy decision-making.

The arbitrator shall be bound by the language of the contract and may neither add to, detract from, or in any way modify the same. The arbitration procedure shall be governed by the rules of the Public Employment Relations Commission. The opinion of the arbitrator shall be binding and any costs arising out of arbitration shall be borne equally between the parties.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees, upon written request to the Superintendent and at a mutually agreeable time and place, to provide access to the Association to records normally available to citizens of Bergenfield. In addition, the Board will provide such other records as it deems advisable to assist the Association in its function, including agenda and minutes of all Public

meetings of the Board of Education and work experience preparation table for employees covered by this agreement based on figures of August 31st.

- B. Representatives of the Association, BCEA, NJEA and NEA may be permitted to conduct official Association business on school property providing that it shall not interfere with or interrupt normal school operations or specifically approved functions. When the official Association business occurs during the in-school workday, the Superintendent or his/her designated representative shall approve such visits prior to their occurrence. When the official Association business occurs on school property outside the school workday or during the lunch period of the participant or participants, the Superintendent or his/her designated representative shall be notified of such visits prior to their occurrence.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Principal. Likewise the Association shall have the right to use school equipment, with the approval of the Principal, with the understanding that the Association will be responsible for the reasonable cost of all materials and supplies and the repair of damages.
- D. The Association may install a bulletin board for its exclusive use in the faculty lounge of each school building.
- E. The Association shall have the right to use school mailboxes as it deems necessary for Association material. A copy of such material shall be placed in the principal's mailbox, and the principal or his/her designee must initial the same prior to distribution. If the principal and his/her designee are

both unavailable, and the material is considered time-sensitive by the Association, the Association shall be permitted to electronically forward the material to the central office, which shall be considered adequate to satisfy the notice requirements of this provision. Such materials shall be distributed only before or after school hours or during the duty-free lunch period. Except in emergency circumstances, no material shall be hand distributed during the in-school workday.

- F. The President of the Bergenfield Education Association shall be allowed one free period a day in which to conduct official Association business. The President of the Association shall have the opportunity to be allowed one (1) additional free period if the Association so notifies the Superintendent in writing of their intention to exercise this option. Said notice must be delivered to the Superintendent with a copy to the building principal no later than May 1st of the school year preceding the school year in which this additional period is to be used. In the event the option is exercised the Association shall pay the Board of Education the cost of this free period which the parties agree is 1/6th of the President's annual wage and shall be paid in full no later than January 1.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the unit and to no other minority within the recognized organization.

ARTICLE 5

TEACHER EMPLOYMENT

- A. 1. The Superintendent of Schools and the Board of Education shall determine each teacher's place on the scale on the basis of training and experience in comparable schools up to a maximum of eight years. No teacher entering with experience outside the Bergenfield system shall be placed at a point higher on the scale than any teacher with equal experience within the system. This provision does not limit the prerogative of the Superintendent from giving credit for more than eight (8) years of experience in situations deemed necessary for the good of the school system.
2. Veterans who have served in the active military or naval service of the United States or of the State of New Jersey, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selected service, will be entitled to receive equivalent years of employment for such service up to a maximum of four years. However, credit for teaching experience in any school system added to military service shall not exceed eight years (for this purpose one year of military service equals one school year). In order to be eligible for such credit, the employee must advise the Board of his/her prior active military or naval service at the time the offer of employment is accepted by the employee. Should the employee provide such notice at any time following the commencement of employment or initial guide placement, service credit will be provided prospectively only.

3. Credit, not to exceed two years may be granted for service in the Peace Corps, VISTA, National Teachers Corps work or on a Fulbright scholarship.
- B. Teachers employed shall be notified of their contract and salary guide status on or before May 15.
 - C. Teachers shall be notified of their class and/or subject assignments as soon as possible and no later than ten (10) calendar days prior to the end of the school year, except in case of necessary schedule changes.
 - D. Previously accumulated sick leave days will be restored to all teachers returning to the system from approved leave or R.I.F.
 - E. No employee will be required to remain in a building or in any part of a building during the removal of hazardous materials when his/her presence in the building or part of the building is prohibited by Federal and/or State Law.
 - F. The Board shall use its best efforts to notify paraprofessionals of their contract and salary guide status for the ensuing school year before May 15.
 - G. All teaching staff members shall work the same contractual work year and shall be assigned to the same pupil contact time.
 - H. Effective July 1, 2014, the following procedures shall govern the development of new extracurricular activities and stipended positions:

- a. New extracurricular activities and stipended positions shall be developed only upon application by the Principal and approval by the Board.
- b. The Principal shall be required to make such application to the Board by December 15th.
- c. Following Board approval, the Board and the Association shall negotiate the appropriate grouping for the new extracurricular activity, as well as the stipend to be paid for the new extracurricular position.
- d. The new extracurricular activity shall be in place no later than August 1st of the year following Board approval.
- e. Teachers may volunteer for any new stipended position. However, there is no guarantee that the new extracurricular activity will be scheduled annually, and therefore there is no guarantee that the stipend will be paid in the future.
- f. The procedures for the supervision and evaluation of extracurricular advisors shall be developed and implemented in accordance with existing state law and regulation.

ARTICLE 6

TEACHERS' HOURS

- A. The normal in-school workday shall consist of not more than six (6) hours and fifty-five (55) minutes for Middle and High School teachers and not more than six (6) hours and forty-two (42) minutes for Elementary School teachers, which shall

include a duty-free lunch period of forty-five (45) minutes. This does not include additional requirements as set forth below.

- B. Teachers will be required to report for duty ten (10) minutes before the opening of the pupils' school day. Elementary school teachers shall be required to report for duty at 8:20 a.m., middle school teachers shall be required to report to duty at 7:45 a.m., and high school teachers shall be required to report for duty at 7:50 a.m. Teachers shall be required to remain a minimum of ten (10) minutes every day after the close of the pupils' school day. Special rules as to hours may be authorized by the Superintendent of Schools for particular grades and subject matter teachers in consideration of special needs; any hours in excess of above hours shall be with consultation with the President of the Association or his/her designee.
- C. Effective upon ratification of the 2015-2018 Agreement, elementary school special subject teachers shall be permitted travel time of thirty (30) minutes between buildings.
- D. Teachers shall indicate their presence in the building by initialing the faculty roster when they enter and leave the building.
- E. 1. Effective September, 1996, the normal workday of all 6-12 classroom teachers will consist of the following: 5 teaching periods, 1 operation period, 2 preparation periods, 1 homeroom assignment and 1 lunch period. Effective September, 2014, the normal workday of all 6-12 classroom teachers will consist of the following: 5 teaching periods, 2 preparation periods, 1 homeroom

assignment and 1 lunch period. Reductions in the number of teaching periods and reduction of the student load may be at the discretion of the Superintendent of Schools. The daily schedule for all 6-12 classroom teachers will be governed by Bell Schedules, which are attached hereto as Appendix J. The class times set forth therein shall govern the daily schedule and shall be subject to negotiations. Block Scheduling: Block scheduling periods shall not exceed 86 minutes, if the Board goes to block scheduling. If the Board reverts back to the old schedule, the contract reverts back to the standard day language for workday. The Board has the right to require that all sixth through twelfth grade teachers teach five classes per day.

The teachers shall remain after the students for ten minutes each day.

2. Team meetings for grades 6-8 will take place on an as needed basis. Teachers performing team meetings during their preparation periods shall be compensated at a rate of \$12.00 per preparation period. Effective July 1, 2010, the normal workday for elementary teachers will be six (6) hours and forty-two (42) minutes, inclusive of a duty-free lunch period, which represents an additional ten minutes at the beginning of the workday and ten minutes at the end of the workday over the workday prior to September, 1996. Effective July 1, 2014, the normal workday for elementary school teachers will be six (6) hours and forty-two (42) minutes, inclusive of a forty-five (45) minute duty-free lunch period. Effective July 1, 2016, elementary school preparation periods shall be

increased by four (4) minutes, and all elementary school teachers shall be guaranteed a daily preparation period of no less than forty (40) consecutive minutes. This does not include additional requirements as defined in paragraph B. Elementary teachers include kindergarten through fifth grade and the specialists in those grades.

3. It is agreed that teachers shall attend two (2) meetings each year at no cost to the Board. Thereafter, teachers shall be compensated at the class coverage rate for each I&RS, 504 or IEP meeting attended during preparation time. Teachers shall be available upon request to attend I&RS, 504 and IEP meetings, including annual review, eligibility and evaluation planning meetings, during their preparation time.
4. Effective July 1, 2016, teachers may volunteer to teach an additional course in the form of an online/blended learning opportunity as follows: two (2) courses per discipline, to a maximum of ten (10) courses per year. The compensation shall be \$5,000 for full year and \$2,500 for half year courses, with additional compensation for preparation and curriculum development at \$1,000 for a year-long course and \$500 for a half year course. For an online course lasting for one quarter of the year, the compensation shall be \$1,250, with an additional \$250 for preparation and curriculum development.
5. In an emergency situation a teacher may be assigned an additional teaching period. If a teacher is assigned an additional period, he/she shall be paid 1/6 of their base salary, in lieu of one (1) preparation period.

- F. In connection with official duties, teachers shall receive a mileage reimbursement for expenses incurred in the ownership and operation of their automobiles within the course and scope of employment in an amount to equal the prevailing NJOMB (state law) rate.
- G. All teachers are to attend Parent's Night/Afternoon, Open House Programs, Orientation Programs, In-service Training Programs and such other programs designated by the Superintendent of Schools. If teachers know they cannot attend, they shall arrange with the Principal or Director to fulfill their obligation. Teachers employed to more than one (1) building may attend such conferences on a rotating basis.
- H. High school graduation may be scheduled to occur any day of the work week, Monday through Friday.
- I. Teachers will be assigned to chaperone dances and other after school activities on a fair and equitable basis by the Principal.
- J. Notice of the agenda for any faculty or other professional meetings shall be given to the teachers involved at least two (2) days prior to the meeting.
- K. The school year shall be one hundred eighty-four (184) days, which shall include four (4) days of professional development. To the maximum extent possible, these days shall be structured so as to be eligible for continuing education credits. In addition, there shall be one (1) day of orientation for new teachers, which will be held with no additional compensation. In the event that unforeseen circumstances, such as inclement weather or a school-wide emergency, require the closing of school on a professional

development day, such professional development shall be rescheduled for a mutually agreed upon date by the Spring Recess. If the parties cannot agree upon a new date, the professional development shall be scheduled to occur on the first non-school business day, other than the legal holiday of Good Friday, during the Spring Recess.

ARTICLE 7

TEACHERS' EVALUATION

NON-TENURE

- A. Non-tenure teacher evaluations shall be in accordance with existing State law and regulation.
- B. The teacher shall receive one (1) copy of the evaluation for his/her personal files and shall sign and date the original for his/her personnel files in the Superintendent's office. The teacher may append, in writing, his/her own views concerning the evaluation on all copies.

TENURE

Tenure teacher evaluations shall be in accordance with existing state law and regulation.

ARTICLE 8

PERSONNEL RECORD FILES

All employees may at reasonable times and places and in the presence of an administrator, examine the materials in their files.

While no material may be removed from the files, the employee shall have the right to append as part of the permanent record, his/her own comments, in writing to any material contained in the files.

A copy of such comments shall be provided to the evaluator for his/her information only.

The District will maintain one personnel file for each employee, which file shall be located in the Personnel Office at the Board's Central Office. This file shall include any and all employee information. At the end of each school year, all employees' files that are to be maintained must be submitted to and be housed in the Personnel Office. All disks and material on individual hard drives related to personnel, not kept in the Personnel Office, shall be erased at the end of each school year. No administrator shall keep information on any employee in a file other than the District file which is located in the Personnel Office.

The Board will utilize a state approved observation instrument under Excellent Educators for New Jersey (EE4NJ). One copy of each observation form will be appended to the final evaluation form which will be maintained in the individual teacher's personnel file located in the Personnel Office.

At the end of each school year, all copies of the observation forms maintained in each building will be returned to the individual teacher with that teacher's copy of the final evaluation form, except that one copy will be appended to the final evaluation form maintained in the Board's Central Office, as set forth in paragraph 3 above.

ARTICLE 9

TRANSFERS AND REASSIGNMENTS

- A. Notices of all vacancies in the school system will be posted in each school by the Superintendent of Schools or his/her designee within fifteen (15) school days of:
1. Acceptance of a letter of resignation.
 2. Official Board action vacating a position or creating a new position within the school system.
- B. Staff members who are interested may then apply for said position according to the following protocol:
1. Five (5) school days will be given in which to submit a letter of intent.
 2. All those who are interested will be considered by application and/or interview.
 3. Each applicant will be given the courtesy of a reply to his/her application or interview within a reasonable period of time.
- C. The Superintendent reserves the right to fill any vacancy of an emergency nature as soon as possible. Normally, these vacancies will apply only for September 1st opening except in cases of non or partial teaching assignments.
- D. Teachers desiring a change of subject assignment shall make their request in writing to their Principal or Director.
- E. Teachers desiring a change of school shall make their request in writing to the Superintendent of Schools.

- F. Teachers requesting transfer to another school will be interviewed by the Principal of the school requested.
- G. Approval of the request will be based on the best interest of the school system as a whole as determined by the Board.
- H. When an involuntary transfer is made, the transfer shall first be discussed with the teacher by the Superintendent or his/her designee and/or the Principal.
- I. Any change in subject or position shall be made in writing by June 1st to the teacher involved except where there are necessary schedule changes.

All coaches shall be re-hired or non-renewed prior to June 30 of each year.

ARTICLE 10

SABBATICAL LEAVE

A. ELIGIBILITY

- 1. Applicant must have completed seven (7) years of service in Bergenfield prior to the date of beginning of leave.
- 2. Applicant must agree, in writing, to serve at least one (1) full academic year in the Bergenfield Schools following the leave, or reimburse the Board of Education for the amount received while on leave, within one calendar year from the date of resignation.
- 3. All benefits to which a teacher was entitled at the time his/her sabbatical commenced including unused accumulated sick leave shall be restored to him/her upon his/her 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 any available position for which he/she is certified.

B. BASIS FOR LEAVE

1. The applicant shall submit a "project", to the Superintendent of Schools. The project may include graduate study, independent study or research deemed to be of benefit to the aims and objectives of the Bergenfield Public Schools.
2. The applicant's record of achievement shall be considered in the Superintendent's recommendation.

C. PROCEDURE

1. A letter giving written notice of intent to make application for sabbatical leave shall be presented to the Superintendent of Schools on or before June 30th (or fourteen months) of the school year preceding the school year in which the leave is to take place.
2. A résumé of the "project" shall be submitted to the Superintendent of Schools on or before October 1st of the school year preceding the school year in which the leave is to take place. The résumé shall be the outline of the project.
3. The Superintendent of Schools or his/her designee shall review the "project" in consultation with the committee of appropriate staff members, one of whom shall be designated by the President of the B.E.A. to represent B.E.A. and make his/her recommendations to the Board of

Education no later than the regular meeting of the Board in January of that year. The applicant shall be notified as soon as the Board of Education has taken action on the application.

4. Interim reports shall be submitted every three months. One copy of the completed "project" shall be filed with the Superintendent of Schools as the property of the Board of Education.

D. SPECIAL PROVISIONS

1. Illness or Accident:

Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made, subsequently, to carry out the intent of the sabbatical leave contract.

2. Forfeiture of Leave:

The teacher to whom sabbatical leave has been granted shall accept responsibility for providing evidence (official transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the

recipient and the Committee of Review and a contractual agreement with the Superintendent of Schools and the Board of Education. If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he/she shall report this fact to the Board of Education and the Bergenfield Education Association and the Board may terminate the leave of absence.

3. Sabbatical to Maternity Leave:

If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. She may continue the sabbatical leave providing she meets all of the sabbatical requirements during that period of time. Upon consultation with the Superintendent and at a mutually agreeable time he/she must accept a leave of absence under the maternity or family leave regulations of the Agreement.

If an applicant for sabbatical leave is favorably considered the applicant will then present to the Superintendent a statement of condition of health from a licensed physician. The cost of such examination to be paid by the Board.

E. SALARY PROVISIONS

1. A sabbatical year shall extend from July 1st of any given year to June 30th of the following calendar year.

2. Persons may be granted a leave of absence for one half year (July 1st to January 31st or February 1st to June 30th.)
3. Remuneration shall be based on the annual contract salary of the employee. Employees granted a leave for one year shall receive one half their contract salary in twenty (20) semi-monthly payments. Employees granted a leave for one half year shall receive their normal salary (full salary) in twenty (20) semi-monthly payments.
4. On returning to educational service, after sabbatical leave, the staff member shall obtain all salary and fringe benefits as would have been obtained had he/she been active in his/her regular position for that year.
5. No full-time employment shall be undertaken by any person on sabbatical leave. Part-time employment must be approved by the Superintendent of Schools prior to granting the leave unless extreme emergent circumstances require consideration of such a request after the leave has begun.

ARTICLE 11

ABSENCE PROVISIONS

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

A. GENERAL

1. Sick leave with pay shall be granted to all regularly contracted employees of the Board on the basis of thirteen (13) school days per year for each year of employment for those on a ten (10) month contract and

thirteen (13) school days for those on twelve (12) month contracts. Effective July 1, 2014, the annual sick leave for all custodians and secretaries shall be reduced from thirteen (13) days to eleven (11) days. Effective July 1, 2014, the annual sick leave for all paraprofessionals who are receiving benefits from the Board shall be reduced from thirteen (13) days to eleven (11) days. Any paraprofessional who is not receiving benefits from the Board shall continue to receive thirteen (13) days of annual sick leave.

2. Unused sick leave shall accumulate up to a maximum of thirteen (13) days per year, except for those custodians, secretaries and paraprofessionals set forth above, whose unused sick leave shall accumulate up to a maximum of eleven (11) days per year. Full credit is retroactive to July 1, 1954. Five days' credit shall be granted to each year of employment prior to July 1, 1954 to a maximum of 25 years employment in Bergenfield prior to July 1, 1954.
3. When an employee is on sick leave beyond his/her allotted number of days, the Board of Education, upon the recommendation of the Superintendent, shall consider each case on an individual basis to determine the pay status for certified long term illness.
4. In cases where any employee must leave school during regular hours for personal illness or other emergency, the following rules shall apply:

An employee who leaves due to illness or emergency prior to working one-half (1/2) of their

contractual work day shall be charged one (1) full sick-day. An employee who leaves due to illness or emergency after having worked one-half (1/2) of their contractual work day shall be charged one-half (1/2) of a sick day.

5. There shall be no deduction of time or salary for absence due to quarantine. Upon return to work the employee must present a quarantine release or doctor's note to the principal.
6. In cases where full salary is paid by the Board during periods of absence covered by Workmen's Compensation, the employee shall endorse the Workmen's Compensation check to the Board of Education.
7. Upon recommendation of the Superintendent of Schools, the Board of Education may grant a teacher sick leave accumulated in another school district of Bergen County providing it does not exceed the limits applied to teachers previously employed in Bergenfield.
8. Each employee shall receive a statement of his/her accumulated sick leave no later than September 30th of each year.

B. MILITARY LEAVE

1. Any regular employee of the Bergenfield Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave. He/she shall be reinstated to his/her position in this school system with full credit including the annual increment under the salary schedule

upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position, and has received an honorable discharge. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service, and not later than ninety (90) days from the date of said release or discharge.

2. An employee in this category shall be entitled to five (5) days per year accumulated sick leave.
3. While employee is on military leave, it is mandatory that the Board of Education keep up his/her payments to the New Jersey Teachers Pension and Annuity Fund or to the Public Employee Retirement System.

C. MATERNITY LEAVE OR LEAVE FOR ADOPTION

1. Maternity leave shall be granted to all employees subject to the following conditions:
 - a. A teacher shall notify the Superintendent in writing of her pregnancy accompanied by her physician's note, and she should state the requested commencement date of the leave as far in advance as possible.
 - b. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.
 - c. Following the grant of such leave to any teacher, the date of return of that teacher shall be further extended at the discretion of the Board for a

reasonable period of time at the teacher's request for reasons associated with pregnancy or birth.

- i. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained unless the board agrees to an extension of said leave.
 - ii. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher.
 - iii. A tenured teacher who leaves at the close of the school year is entitled to a maximum of two (2) full school years leave. A tenured teacher who leaves during the school year is entitled to one (1) full school year, plus the remainder of the school year in which she left. In either case the teacher must notify the Superintendent of Schools in writing of her intent to return by April 1st prior to the commencement of the school year in which she shall return. The teacher must return from leave on or before April 1st of the school year in which she intends to return or prior to the commencement of the succeeding school year.
2. No teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return provided she supplies a

physician's certificate attesting to her ability to perform her teaching duties as requested by the Board.

3. A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirement for adoption.
4. Notwithstanding anything contained in this agreement to the contrary, if both parents are employed by the Board then only one parent shall be entitled to a maternity/paternity/childrearing leave/leave for adoption.

D. LEAVE FOR BEREAVEMENT

1. In the case of the death of a parent, stepparent, guardian, parent-in-law, stepparent-in-law, brother, sister, wife, husband, domestic partner, child, stepchild, sister-in-law, brother-in-law, or a relative living in the household as one of the immediate family, a teacher shall be granted a leave of absence without loss of pay not in excess of five (5) continuous working days.
2. In the case of the death of a relative not mentioned above, or a close friend, a teacher shall be granted a leave of absence without loss of pay not in excess of three (3) continuous working days.
3. Bereavement leave must start within five (5) calendar days of the death of the immediate family member, relative or close friend, as defined above, except upon

a showing of extraordinary circumstances with the Superintendent of School's prior written approval.

E. LEAVE FOR PERFORMANCES OF LEGAL RESPONSIBILITIES

1. Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted without loss of pay; provided a letter confirming purpose of such leave from a sheriff, court or United States Attorney, depending on jurisdiction, is filed with the Superintendent of Schools immediately upon receipt of notice of such required leave.
2. Leave for acquiescing to a court or other valid subpoena will be allowed without loss of pay, provided that the court or other valid subpoena relates to a matter to which the Board is a party or arises out of or in connection with the employee's performance of his/her job responsibilities. Otherwise, the leave will be granted with deduction from pay equal to the substitute rate of pay, unless the employee elects to utilize personal leave in accordance with section F below.

F. LEAVE FOR PERSONAL EMERGENCIES, ILLNESS IN FAMILY AND RELIGIOUS HOLIDAYS:

1. Leave up to three (3) days each year for personal emergencies may be granted with pay by the Superintendent of Schools. Such leave shall not be cumulative, but may be converted into sick days pursuant to paragraph (H). Requests for leave of this nature shall be submitted to the Principal or Director for his/her recommendation preferably forty-eight (48) hours in advance. Reasons for leave in this category may

include illness in family, religious holidays, death of friends, graduation of members of the immediate family, marriage, marriage of children, house closing, moving, or other reasons at the discretion of the Superintendent of Schools. Additional leave in this category may be granted upon recommendation of the Principal or Director and with the approval of the Superintendent of Schools not to exceed ten (10) school days per year. The following deductions per day may be applied.

- a. Instructional Staff - Current substitute rate of pay
- b. Non-Certificated Staff
 - i. Ten-month contract - 1/400 of annual contract salary.
 - ii. Twelve-month contract - 1/500 of annual contract salary.

- G. Personal days shall not be used to extend a vacation or holiday recess period.
- H. Any unused personal days shall be converted into sick days at the end of the school year.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

- A. 1. An employee, under tenure, may be granted a leave of absence not exceeding twenty-four (24) calendar months for a prolonged illness, period of recuperation or other emergency. Employees not under tenure may be requested to tender their resignation.

2. A written request for such leave shall be directed to the Board of Education through the Superintendent of Schools.
 3. Leave of absence under this classification shall be without pay and shall not count for purposes of placement on salary schedules or seniority.
 4. A person on leave under this classification may return to work upon presentation of a statement from a proper medical authority, certifying to the fact that the employee is able to perform his/her duties.
 5. Individuals who have been granted leave pursuant to this provision and who desire to return shall submit in writing notice of intent to return to the Superintendent of Schools no later than April 1st of any given year if the employee expects to return in September.
- B. The Board agrees that a teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
- C. A leave of absence without pay of up to two (2) years shall be granted to up to 2% of the teaching staff who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Only tenured teachers are eligible for this type of leave of absence.

- D. A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family.
- E. The Board shall grant a leave of absence without pay of up to two (2) years to any teacher who is elected or appointed to public office.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. Upon return from a leave granted pursuant to Section C above of this Article, a teacher shall be placed on the salary schedule at the level he/she would have advanced if he/she had not been absent.
- H. All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return to employment.

ARTICLE 13

BOARD - STAFF RELATIONS

The Board of Education and the Bergenfield Education Association believe in a good climate of human relations where any and all employees feel free to discuss the educational and administrative policies of the school system. We further believe that an established means of communication should exist between the staff and the Board of Education. Toward this end, the following levels of communication will be established:

- A. A study committee for each building composed of Bergenfield Education Association members and the Principal, with members

in proportion to the size of the faculty, but no less than two and no more than ten.

B. There shall be a central committee composed of the President and Vice President of the Association, 3 members of the Association, Superintendent of Schools, Business Administrator, 1 Elementary Principal, Middle School Principal and High School Principal. The Chairman of this committee shall be the Superintendent of Schools or his/her designee. Minutes of all meetings shall be in writing. The function of this committee will be to discuss matters of district concern or building matters that cannot be satisfactorily resolved at that level.

C. Both the building committees and the central committee shall meet at least monthly during the academic school year and may meet more frequently at the request of either party. Meetings of any committee may be omitted by mutual consent.

A regular meeting shall not be held unless an agenda has been submitted to the Superintendent of Schools or his/her designee at least five (5) school days prior to the date set for each meeting.

A copy of the agenda will then be distributed to members of the committee two (2) school days prior to the day of the meeting.

D. Items of importance will be reviewed by the Superintendent of Schools and those items requiring Board attention will be submitted by him/her to the full Board and in addition minutes of the district committee shall be filed with the Board.

ARTICLE 14

CLASS SIZE

The Board of Education recognizes that class size has an impact both on the learning experience of children and upon the conditions of work of teachers. It shall endeavor insofar as possible to maintain class sizes which maximize the educational experiences.

ARTICLE 15

CLASS COVERAGE

- A. The Board of Education will endeavor to cover classes by obtaining substitutes. Where this is not possible, teachers may be assigned to cover classes in the following order:
1. Teachers who volunteer to cover classes during their preparation or lunch periods shall be assigned first. A list shall be kept of volunteers by the Building Principal or his/her designee.
 2. Where no volunteers are available, teachers may be assigned to cover during their preparation time on a fair and equitable/rotating basis.
 3. Teachers performing such duty shall be paid \$22.00 per period.
- B. A teacher who is assigned to cover his/her own class when the special teacher is absent shall be paid at the rate of \$22.00 per period or any proration thereof. In the event a substitute cannot be obtained to cover an elementary class and the class is given to a teacher or teachers (in addition to the teacher or teachers regular class), those affected shall divide the maximum per diem substitute pay.

ARTICLE 16

INSURANCE PROTECTION

The Board agrees to provide to the contracted employee the insurance benefits as set forth herein to each full-time employee, which, for the purposes of this Article 16, shall mean individuals who work no less than an average of thirty-two (32) hours per week. Teachers who are employed in a 4/5 position shall be deemed to satisfy the thirty-two (32) hour requirement. Individuals employed on or before June 30, 2010 shall not be subject to the full-time requirement set forth above in order to be eligible to receive insurance benefits, but shall be subject to the requirements of N.J.S.A. 52:14-17.26(c) (1).

- A. The Public and School Employees Health Benefits Program administered through the New Jersey Division of Pensions under individual or family plan whichever is applicable to the employee.

- B. Effective with the ratification of the 2018-2021 contract, the maximum that the Board shall pay for insurance premiums for unit members hired after ratification of the collective negotiations agreement is the premium amount for the Direct 15 plan (less any required employee contributions) until the unit member obtains tenure in the District or completes four (4) years of service (for those who are not eligible for tenure). Any employee who wishes to select a plan more expensive than Direct 15 may do so, provided that he or she pays the difference between Direct 15 and the selected plan.

- C. Effective January 1, 2020, any employee who selects a lower cost medical plan shall receive 25% of the Board's savings for the 12 month period following the plan change. Payment

shall be made to the employee on the second February and June payrolls. Employees shall have the option to change plans annually.

- D. Effective and retroactive to July 1, 2018 and for each year of this Agreement, an additional compensation fund in the amount of \$160,000 shall be available for distribution to employees who are contributing to their insurance premiums with the distribution to be determined and provided to the Board annually on or before September 15 for payment on the second February and June payrolls.
- E. Dental coverage for the employee and his/her eligible dependents under the New Jersey Dental Service Plan, U.C.R. Incentive Plan.
- F. The Association shall eliminate the current prescription plan and shall cap the Board's payment of additional premiums (difference in premium with and without stand-alone prescription plan) (Board will enter the State Health Benefits Plan) to permit employees to submit their prescription claims to the School Employees Health Benefits Program to the extent such claims are eligible for reimbursement under said plan. Effective July 1, 2014, the prescription cap previously in place shall be eliminated and the Board shall pay the additional premium for the New Jersey School Employees Health Benefit Program major medical prescription coverage, less the employees' required contributions under Public Law 2011, Chapter 78 and N.J.S.A. 18A:16-17.1.
- G. Upon voluntary retirement with twelve years or more of service in the Bergenfield Schools, certificated personnel will

receive remuneration for accumulated sick days in accordance with the following schedule, except that for employees voluntarily retiring in the 1995-1996 and the 1996-1997 school year there shall be a maximum payment to any one certificated employee of \$10,000.00:

1. Certificated personnel (per diem remuneration) 0-100 days at \$30.00 per day.

101-200 days at substitute pay for consecutive service Level I; for the year of retirement.

201+ days at substitute pay for consecutive service Level II; for the year of retirement.
2. Upon voluntary retirement with 10 years or more of service in the Bergenfield schools, non-certificated personnel to receive .6 of certificated personnel remuneration.
3. Section G shall be automatically eliminated in its entirety on June 30, 2022 if the Association has not successfully negotiated a continuation of the provision beyond the elimination date. Failure to reach an agreement on a successor contract by June 30, 2022 shall not result in a continuation of the benefits set forth in Section G.
4. Payment, at the Board's option, may be postponed to July 1 (one year and a day next following the year of retirement). Effective July 1, 1997.

ARTICLE 17

RETIREMENT NOTICE AND COMPENSATION

A. Retiring employees shall be eligible for a \$1,000 stipend if notice is provided by January 1 of the school year in which they intend to retire, and shall be eligible for a \$500 stipend if notice is provided by February 1 of the school year in which they intend to retire. In order to be eligible for this stipend, the retirement date must be the end of the school year, and the stipend will be reflected in the employee's final paycheck prior to retirement.

ARTICLE 18

DIRECT DEPOSIT

All employees shall participate in direct deposit. The Board will make direct payments of salary checks into each employee's bank account.

ARTICLE 19

PAST PRACTICES CLAUSE

Where the Board has adopted policy concerning wages, hours and conditions of work prior to the negotiations of this contract which were in effect at the time this agreement was concluded, such policy as provided in law, may not be unilaterally changed and shall be considered past practices which are incorporated as part of this agreement.

Those practices concerning wages, hours, conditions of work are among the items subject to arbitration under this contract.

ARTICLE 20

BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities.

The exercise of the power, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE 21

SPECIALISTS

The Board of Education recognizes that Specialists have a value for the learning experience of children and upon the conditions of work of teachers. It shall endeavor insofar as possible to consider the role of Specialists to maximize the educational experience.

ARTICLE 22

GRIEVANCE PROCEDURE (NON-CERTIFICATED PERSONNEL)

Unless otherwise stated below, the grievance procedure in Article 3 is to be followed. In the grievance procedure, the supervisor with whom grievances are to be discussed is the supervisor to whom the grievant is responsible.

Step 2 For Custodians and Bus Drivers.

The supervisor to whom the written grievance must be directed is the school business administrator of the district rather than the Superintendent of Schools.

Step 2 For Secretaries.

The supervisor to whom the written grievance must be directed is the assistant superintendent for personnel of the district rather than the Superintendent of Schools.

ARTICLE 23

TENURE (CUSTODIANS)

1. Tenure of office shall be granted to members of the custodial staff who have obtained three (3) favorable annual evaluations after three (3) years of service in the Bergenfield School System.

Evaluations shall be carried out as follows:

<u>Employee</u>	<u>Performed By</u>
Custodian	Supervisor of Buildings and Grounds, Building Principal
Head Custodian	Supervisor of Buildings and Grounds
Maintenance Staff	Supervisor of Buildings and Grounds
Grounds Staff	Supervisor of Buildings and Grounds
Assistant Supervisor of Buildings and Grounds	Supervisor of Buildings and Grounds

All yearly evaluations shall be reviewed and discussed with individual evaluated. All yearly evaluations will be subject to review and recommendation by the School Business Administrator or his/her designee. Evaluations shall be made part of the personnel file of the individual.

2. Tenure may be withdrawn from any employee for malfeasance, misfeasance, or nonfeasance in the performance of his/her duties. Prior to actual discharge, except in unusual cases mutually determined, the individual will be placed on probation for a period of time to be determined by the School Business Administrator after discussion with the individual and with a member of the association, if the individual so desires.

ARTICLE 24

SALARIES (CUSTODIANS)

1. The Board agrees that the Salary Guide attached hereto, including the general provisions thereon, and made a part hereof shall apply to all employees within the unit covered by this agreement.
2. A night shift differential schedule shall be paid to those individuals assigned to the night or early morning shifts.

The remuneration shall be:

\$600 additional per annum-night shift.

\$800 additional per annum-early morning shift.
3. Employees shall be employed on the basis of a normal work week of forty hours. The normal work day shall be eight (8) hours exclusive of lunch. When school is not in session the normal work day shall be seven and one half hours (7 1/2) exclusive of lunch.
4. Employees shall be paid on the basis of one and one-half times their equivalent hourly rate for hours in excess of forty within any given calendar week, Sunday through Saturday.

Double time shall be paid for Sunday and/or Holiday overtime work.

5. No custodian will be required to remain in a building or any part thereof during the removal of hazardous waste materials when his/her presence is prohibited by Federal and/or state law.
6. If a custodian works the day shift in July and/or August, and is assigned to the night shift on a per diem basis, he/she shall be paid at the rate of 1½ times the normal hourly rate.

ARTICLE 25

VACATIONS/MISCELLANEOUS (CUSTODIANS)

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

<u>Length of Service</u>	<u>Vacation</u>
Less than one year	One working day for each month of service
One year thru five years.	Two calendar weeks

A ten month employee will be considered to have one year after working five months; a twelve month employee will be considered to have one year after working six months.

Six years, thru ten years

Three calendar weeks, at least two weeks of which shall be consecutive.

Eleven or more years

Four calendar weeks, at least two weeks of which shall be consecutive.

An additional day of vacation will be granted any employee whose vacation includes a legal holiday.

The following holidays will be observed for custodians providing school is not in session:

Independence Day

Christmas Day

Labor Day

New Year's Eve Day

Columbus Day

New Year's Day

Veterans Day

Martin Luther King Day*

Thanksgiving Day

Washington's Birthday

Day after Thanksgiving

Good Friday

Christmas Eve Day

Memorial Day

* Effective July 1, 2017, Martin Luther King Day shall be eliminated as a holiday for custodians.

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

MISCELLANEOUS

1. The Board of Education shall provide yearly, prior to September 1, three (3) sets of uniforms and shall also provide the necessary coveralls for boiler cleaning as required.
2. The Board of Education shall pay for the initial and yearly renewal boiler license fee of the individual custodial staff member achieving or holding same.
3. THIS APPLIES TO PERSONNEL HIRED AFTER JULY 1, 1991. Custodians shall obtain a Black Seal license by the end of the third full year of employment. Cost of the course and the license shall be paid by the Board of Education. Custodians who fail to obtain a Black Seal license by the end of their third year of employment shall have their contracts terminated or non-renewed as applicable.

ARTICLE 26

VACATIONS/MISCELLANEOUS (SECRETARIES)

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

Length of Service

Vacation

Less than one year

One working day for each month of service

One year thru five years.

Two calendar weeks

A ten month employee will be considered to have one year after working five months; a twelve month employee will be

considered to have one year
after working six months.

Six years, thru ten years

Three calendar weeks, at least
two weeks of which shall be
consecutive.

Eleven or more years

Four calendar weeks, at least
two weeks of which shall be
consecutive.

An additional day of vacation will be granted any employee whose
vacation includes a legal holiday.

MISCELLANEOUS

WORK SCHEDULE

The work day is seven (7) hours plus one hour for lunch, the work
schedule for twelve (12) months employees is from July 1 through
June 30 and the work schedule for ten (10) months employees is
from September 1 through June 30. Any work between thirty five
(35) and forty (40) hours may be remunerated at the normal hourly
rate (with the approval of the immediate supervisor) or equal
compensatory time.

When a ten-month secretary is employed in the summer, he/she shall
be paid at his/her daily rate of pay. A day's pay shall be defined
as 1/200th of the secretary's annual salary or any portion thereof
if the secretary works for less than a full contractual day.

SECURITY

If a secretary is working alone in a building, without administrator or a school resource officer, the secretary may be reassigned to the High School to complete his or her work day.

ARTICLE 27

SENIORITY PROVISIONS (SECRETARIES)

- A. In the event tenure unit members must be laid off, said layoff will be made on the basis of district-wide seniority insofar as the employee(s) making the seniority claim possesses the necessary job skills, experience, and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Bergenfield Public School System.
- B. Any affected employee who bumps into a lesser salary classification shall retain his/her previously held salary in the higher classification until the salary guide step in the lesser classification surpasses the salary he/she was earning in the previously held higher classification. In no event shall the salary paid to an employee in a lesser classification be higher than the salary paid on the same step in a higher classification.
- C. In the event a vacancy occurs, laid off employees shall be entitled to recall in order of seniority so long as the employee making the recall claim possesses the skills and qualifications to fill the vacant position.
- D. No new bargaining unit member may be hired while unit members who meet job skill and qualification requirements are still on layoff.

- E. When unit members are recalled to work, they shall be restored to the appropriate step of the salary scale receiving credit for all time served in Bergenfield. All accumulated sick time and all other benefits said employee has at time of layoff shall be restored in their entirety upon the return of the employee.
- F. Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon credit or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

ARTICLE 28

SENIORITY PROVISIONS (CUSTODIANS, BUS DRIVERS AND PARAPROFESSIONALS)

- A. In the event unit members must be laid off, said layoff will be made on the basis of district-wide seniority insofar as the employee(s) making the seniority claim possess the necessary job skills, experience and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Bergenfield Public School System.
- B. Custodians shall accrue seniority in three categories: maintenance, grounds, custodian. An employee whose job assignment changes can accrue seniority in more than one category. As an example, if an employee starts in the district as a custodian and is employed in that position for three years, and then his/her position is changed to a grounds position which he/she holds for four years, then the employee has four years seniority in the category of grounds and seven years seniority in the category of custodian.

- C. Bus Drivers shall accrue seniority in categories based on their CDL classification. Class B drivers can drive any type of bus. Class C drivers can drive any bus under 26,000 lbs. In the event of a layoff, all employees with a Class C CDL will be laid off before any employee with a Class B CDL is laid off. If an employee has a Class C CDL and is employed in that category for 2 years and then upgrades it to a Class B CDL and continues employment in the district for another 2 years, he/she would have 2 years seniority in the Class B category and 4 years seniority in Class C category.
- D. Paraprofessionals shall accrue seniority in three categories. The three categories are classroom paraprofessionals, paraprofessionals working in the autism program and one-to-one paraprofessionals. If an employee's assignment changes from one category to another he/she may accrue seniority in more than one category. For example, an employee hired as a classroom paraprofessional who works in that position for two years and whose assignment changes to a one-to-one paraprofessional which he/she holds for two years has two years seniority as a one-to-one paraprofessional and four years seniority as a classroom paraprofessional.

ARTICLE 29

PARAPROFESSIONAL EMPLOYMENT

- A. All paraprofessionals will be required to be on duty for staff development days and attend all staff development programs. Part-time paraprofessionals that are required to be on duty for staff development days shall be paid their salary pro-rata for the time they are in attendance. Two (2) weeks' notice will be given for any workshop pertinent to paraprofessional staff development.

- B. The paraprofessionals' day will end at the same time that the children are dismissed except for staff development days as discussed above.
- C. Paraprofessionals will be required to be on duty the day before school opens along with all Teachers and Support Staff.
- D. Paraprofessionals will not be required to remain on duty beyond the last day for students.
- E. Paraprofessionals will not be required to attend parent conferences.
- F. Paraprofessionals will not be required to attend faculty meetings unless so requested by the Building Principal.
- G. Building Principals are encouraged to refrain from using paraprofessionals to cover office duties.

ARTICLE 30

AGENCY SHOP

- A. Purpose of Fee

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

- B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of

the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

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

E. Mechanics

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.

ARTICLE 31

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be added to Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the President for distribution to all employees now employed or hereafter employed. The format of the cover of the Agreement shall be determined by the Superintendent of Schools.

E. The teacher shall have the right and responsibility to determine grades within the grading policy of the Bergenfield School System based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade will be changed without consultation with the teacher.

ARTICLE 32

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2022. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective president, attested by their respective secretaries, and under their corporate seals to be placed here, all on the _____ day of _____, 2021.

BERGENFIELD EDUCATION
ASSOCIATION

BERGENFIELD BOARD OF EDUCATION

By: _____
BEA President

By: _____
JOSEPH AMARA
Board President

By: _____

By: _____
Business Administrator/
Board Secretary

ARTICLE 33

APPENDIX

- A. PROFESSIONAL SALARY GUIDE
- B. CLASSROOM PARAPROFESSIONALS SALARY GUIDE
- C. GUIDANCE PERSONNEL SALARY GUIDE
- D. ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE
- E. EXTRA PAY FOR EXTRA SERVICES
- F. CUSTODIAL SALARY GUIDE
- G. CERTIFIED PART-TIME HOURLY EMPLOYEES
- H. SECRETARIAL SALARY GUIDE
- I. BUS DRIVERS SALARY GUIDE
- J. Bell Schedules

A - SALARY GUIDE

- I. QUALIFICATIONS FOR ADVANCEMENT ON TEACHERS SCALE
 - A. Advancement from one level of the salary guide to next shall be related to the field of employment. Advancement to the EdD/PhD category shall occur only when an employee receives or maintains a doctorate related to his/her field of employment. In accordance with N.J.S.A. 18A:6-8.5, the employee must obtain approval from the Superintendent prior to enrollment in any course or degree program for which advancement on the salary guide will be sought. In order to obtain the Superintendent's approval, the course or degree program must be completed at a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3 and must be related to

the employee's current or future job responsibilities. In the event that the Superintendent denies the approval, the employee may appeal the denial to the Board.

Advancement may take place under one of the following conditions:

1. Presentation of an official transcript indicating receipt of the next higher degree may qualify the employee to full advancement to the next level.
 2. Presentation of an official transcript indicating completion of the graduate credits, approved by the Superintendent of Schools that will qualify the employee to advance to the next level on the guide.
- B. Effective June 1, 2014, the BA+32 category shall be eliminated and only the MA designation shall remain. Any teacher who was paid on that column based on BA+32 credits shall continue to be paid on that column.
- C. Effective June 1, 2014, a teacher shall not advance beyond the MA column unless the teacher obtains the graduate credits entitling him or her to such advancement subsequent to earning a Master's degree.
- D. More than nine (9) credits, exclusive of summer school, may be taken in any semester in which the teacher is in full-time employment only upon the recommendation of the Principal and the approval of the Superintendent of Schools.

- E. Salary advances shall be made twice a year on September 1 and February 1 upon presentation of an official transcript, provided such intention was conveyed to the Superintendent of Schools, in writing by September 30 of the preceding school year. Salary advances shall be retroactive to the day upon which the official transcript was presented to the Board.
- F. Effective July 1, 1991, any credits in excess of thirty (30) credits which are required to complete a Master's Degree program shall not be utilized for purposes of advancement to a higher salary level.

Any teacher who was currently employed by the Board on July 1, 1991, or who was on a preferred eligibility list and is reemployed by the Board after July 1, 1991, shall maintain his/her current placement on the salary guide and any credits in excess of thirty (30) credits which are required to complete a Master's Degree Program shall be utilized for purposes of advancement to a higher salary level.

II. INCREMENTS FOR ALL EMPLOYEES

- A. Increments will not be automatic but will be granted for satisfactory service upon the recommendation of the Superintendent of Schools, subject to the approval of the Board of Education. Failure in any given year to grant an increment does not create any future obligation to restore the increment.
- B. In any year an employee whose work is deemed unsatisfactory may, upon the recommendation of the Superintendent of Schools, have his/her increment

withheld and thereby lose a step on the guide. Before making such recommendation to the Board, the Superintendent of Schools shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reason for such action with the Superintendent.

- C. Additional increments may be granted within the guide upon the recommendation of the Superintendent of Schools, if the best interest of the school system warrants such action.
- D. Additional amounts above maximum may also be granted, upon the recommendation of the Superintendent of Schools, and approved by the Board, when in the judgment of the Board, the best interests of the school system are served by such action.

III. ADJUSTMENTS FOR ALL EMPLOYEES

In any year in which there is an upward revision of the salary guide, adjustments to the proper place on the guide may be withheld in whole or in part. Before making such recommendation to the Board, the Superintendent of Schools shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reason for such action with the Superintendent. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board of Education.

IV. ELEVEN MONTH PROFESSIONAL PERSONNEL

Will be employed for eleven (11) continuous months. Salary will be proper step on ten (10) month professional guide plus 10%.

APPENDIX A

TEACHERS' SALARY GUIDE 2021-2022

STEP	BA	BA+16	MA	MA+16	MA+32	MA+45	PD	MA+60	EdD/ PhD
1	54,139	57,139	60,139	63,139	66,139	66,889	67,639	68,389	69,139
2	55,139	58,139	61,139	64,139	67,139	67,889	68,639	69,389	70,139
3	56,139	59,139	62,139	65,139	68,139	68,889	69,639	70,389	71,139
4	57,144	60,144	63,144	66,144	69,144	69,894	70,644	71,394	72,144
5	58,544	61,544	64,544	67,544	70,544	71,294	72,044	72,794	73,544
6	59,949	62,949	65,949	68,949	71,949	72,699	73,449	74,199	74,949
7	61,354	64,354	67,354	70,354	73,354	74,104	74,854	75,604	76,354
8	63,254	66,254	69,254	72,254	75,254	76,004	76,754	77,504	78,254
9	65,154	68,154	71,154	74,154	77,154	77,904	78,654	79,404	80,154
10-11	67,054	70,054	73,054	76,054	79,054	79,804	80,554	81,304	82,054
12	68,954	71,954	74,954	77,954	80,954	81,704	82,454	83,204	83,954
13	70,954	73,954	76,954	79,954	82,954	83,704	84,454	85,204	85,954
14-15	72,954	75,954	78,954	81,954	84,954	85,704	86,454	87,204	87,954
16	74,954	78,364	81,774	85,184	88,594	89,447	90,299	91,152	92,004
17	76,954	80,364	83,774	87,184	90,594	91,447	92,299	93,152	94,004
18	78,954	82,364	85,774	89,184	92,594	93,447	94,299	95,152	96,004
19	80,954	84,364	87,774	91,184	94,594	95,447	96,299	97,152	98,004
20	82,954	86,364	89,774	93,184	96,594	97,447	98,299	99,152	100,004
21-22	84,954	88,364	91,774	95,184	98,594	99,447	100,299	101,152	102,004
23-24	87,054	90,814	94,804	98,264	102,334	103,024	103,394	103,714	104,374

Professional Diplomas and/or Doctorate: A person may advance on either the Professional Diploma or the Doctoral Degree but not both. If a person obtains the Diploma and then the Doctoral Degree, the maximum increase shall be that which is listed for the Doctoral Degree.

Educational Credits: M+45 = Base Salary (M+32) + \$690
 PD = Base Salary (M+32) + \$1,060
 M+60 = Base Salary (M+32) + \$1,380
 Thesis Approval = present salary plus ½ difference between present salary and base salary (M+32) = EdD Stipend
 EdD = Base Salary (M+32) + \$2,040

Longevity: 17+ Years = \$600 20+ Years = \$1,200 25+ Years = \$1,800
 Educational credits and longevity stipends are added individually to the base salary. Stipends are not added cumulatively.

PEOPLE WHO WERE MOVED TO STEP 23 IN THE BASE YEAR (96-97) WILL RECEIVE AN ADDITIONAL \$366 ABOVE STEP 23 IN THE 97-98 YEAR.

TEACHERS WHO WERE PAID ON THE MA COLUMN BASED ON BA+32 CREDITS PRIOR TO JUNE 1, 2014, SHALL CONTINUE TO BE PAID ON THAT COLUMN. EFFECTIVE JUNE 1, 2014, A TEACHER SHALL NOT ADVANCE BEYOND THE MA COLUMN UNLESS THE TEACHER OBTAINS THE GRADUATE CREDITS ENTITLING HIM OR HER TO SUCH ADVANCEMENT SUBSEQUENT TO EARNING A MASTER'S DEGREE.

TEACHERS' ADVANCEMENT CHART

ADVANCEMENT-PLACEMENT
CHART
Teachers

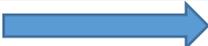
BASE YEAR 2020-2021 STEP		BASE YEAR 2021-2022 STEP
		1
1		2
2		3
3		4
4		5
5		6
6		7
7		8
8		9
9-10		10-11
11		12
12		13
13-14		14-15
15		16
16		17
17		18
18		19
19		20
20-21		21-22
22-23		23-24
24		24
24		24
24		24
24		24

APPENDIX B

CLASSROOM PARAPROFESSIONALS SALARY GUIDE - 2021-2022

Step	Salary
1	\$20,646
2	\$20,746
3	\$20,846
4	\$20,946
5	\$21,136
6	\$21,376
7	\$21,771
8	\$22,411
9	\$23,136
10	\$23,886
11	\$24,661
12	\$25,461
13-15	\$26,286

CLASSROOM PARAPROFESSIONALS' ADVANCEMENT CHART

BASE YEAR 2020-2021 STEP		BASE YEAR 2021-2022 STEP
		1
1		2
2		3
3		4
4		5
5		6
6		7
7		8
8		9
9		10
10		11
11		12
12		13-15
13-15		13-15
13-15		13-15
13-15		13-15
13-15		13-15

APPENDIX C

GUIDANCE PERSONNEL SALARY GUIDE - 2021-2022

2021-2022

BASE	\$1,217
STEP 1	\$1,522
STEP 2	\$1,828
STEP 3	\$2,134
STEP 4	\$2,434
STEP 5	\$2,738
STEP 6	\$3,038

APPENDIX D

ATHLETIC DEPARTMENT PERSONNEL SALARY GUIDE

2021-2022

POSITION		
GROUP I		
Football		\$9,343
Assistant Football (6)		\$6,532
Athletic Trainer		\$8,766
Group II		
Wrestling		\$8,350
Assistant Wrestling (3)		\$6,089
Basketball (2)		\$8,350
Assistant Basketball (4)		\$6,089
Spring Track (2)		\$7,897
Assistant Spring Track (3)		\$5,789
Group III		
Baseball		\$7,897
Assistant Baseball (2)		\$5,789
Softball		\$7,897
Assistant Softball (2)		\$5,789
Soccer (2)		\$7,897
Assistant Soccer (4)		\$5,789
Volleyball (2)		\$7,246
Assistant Volleyball (4)		\$5,228
Group IV		
Winter Track		\$7,246
Assistant Winter Track		\$5,228
Cheerleading		\$7,897
Assistant Cheerleading (2)		\$5,789
Cross Country		\$7,246
GROUP V		
Bowling		\$7,246
Golf		\$7,246
Tennis (2)		\$7,246
Assistant Tennis (2)		\$5,228
Weight Room Supervisor		\$31 per hour
Middle School Coaching Staff (10)		\$4,405 (per sport per season)

APPENDIX E
EXTRA PAY FOR EXTRA SERVICES
2021-2022

POSITION

GROUP I

Band Director*	\$4,947
HS Newspaper	\$5,941
HS Yearbook Advisor	\$5,941
TV Production Advisor	\$5,941
Academic Decathlon	\$2,094
STEM Advisor	\$4,037
HS Drama Club	\$4,330
Model UN	\$5,941
Senior Class Advisor	\$4,246
RWB Theater Workshop	\$2,867
RWB Yearbook Advisor	\$2,165

GROUP II

Junior Class Advisor	\$2,303
Sophomore Class Advisor	\$2,303
Freshman Class Advisor	\$2,303
Color Guard Advisor*	\$3,551
Debate Club Advisor	\$3,404
Peer Transitions Advisor (5)	\$3,404
Chemistry Olympics Advisor	\$3,404
Spring Concert Production	\$2,560
HS Stage Director	\$4,330
Dance Club Advisor	\$3,706
RWB Bears Club	\$1,321
Quiz Bowl Advisor	\$1,321
RWB League of Representatives	\$1,321
RWB National Jr Honor Society	\$1,321
Assistant Chemistry Olympics Advisor	\$1,321
Taiko Drum Advisor	\$1,321
DASH Advisor (as needed)	\$31 per hour

GROUP III

HS Peer Tutoring	\$2,450
Assistant Band Coaches* (8)	\$3,084
STEM Mentors (5)	\$2,303
RWB Newspaper Editor	\$1,115
RWB Jazz Club	\$1,115
RWB Art and Mural Club	\$1,115
RWB Multicultural Club	\$1,115

Group IV

HS National Honor Society	\$1,917
Subject Honor Society Advisors (6)	\$1,321
Student Congress	\$1,917
Literary Magazine	\$1,917
Safety Patrol Advisor (5)	\$1,187
Middle School Chess Club	\$1,286
High School Chess Club	\$1,286
Middle School Coding Club	\$1,321
High School Coding Club	\$1,321
High School Sapphire Club	\$1,286
Middle School Safety Zone	\$1,286

*Stipend includes performances in the Bergenfield Borough Holiday Parades

Effective July 1, 2014, the Extra Pay for Extra Services schedule shall no longer provide for release periods during the school day.

APPENDIX F

CUSTODIAL SALARY GUIDE - 2021-2022

Step	A	B	C	D	E
1	\$57,502	\$56,741	\$55,472	\$51,413	\$50,398
2	\$58,502	\$57,726	\$56,432	\$52,293	\$51,257
3	\$59,502	\$58,711	\$57,392	\$53,173	\$52,118
4	\$60,502	\$59,696	\$58,352	\$54,053	\$52,978
5	\$61,502	\$60,681	\$59,312	\$54,933	\$53,838
6	\$62,502	\$61,666	\$60,272	\$55,813	\$54,698
7	\$63,502	\$62,651	\$61,232	\$56,693	\$55,558
8	\$64,502	\$63,636	\$62,192	\$57,573	\$56,418
9	\$65,502	\$64,621	\$63,152	\$58,453	\$57,278
10	\$66,502	\$65,606	\$64,112	\$59,333	\$58,138
11	\$67,502	\$66,591	\$65,072	\$60,213	\$58,998
12	\$68,502	\$67,576	\$66,032	\$61,093	\$59,858
13	\$69,502	\$68,561	\$66,992	\$61,973	\$60,718
14-15	\$70,502	\$69,526	\$67,952	\$62,853	\$61,578

Category A: Head Custodian, High School, Middle School

Category B: Head Custodian, Elementary Schools, Maintenance

Category C: Grounds

Category D: Assistant Head Custodian, High School, Middle School Custodians

Category E: Custodians

An additional increment of \$350 may be granted after ten (10) and fifteen (15) years of continuous employment in the Bergenfield School System.

CUSTODIAL ADVANCEMENT CHART

BASE YEAR 2020-2021 STEP		BASE YEAR 2021-2022 STEP
		1
1		2
2		3
3		4
4		5
5		6
6		7
7		8
8		9
9		10
10		11
11		12
12		13
13		14-15
14-15		14-15
14-15		14-15
14-15		14-15
14-15		14-15

APPENDIX G

CERTIFIED PART-TIME HOURLY EMPLOYEES

Certified part time hourly
employees are hired at an
hourly rate of pay

1	\$13.00
2	\$13.50
3	\$14.00
4	\$14.50
5	\$15.00
6	\$15.50
7	\$16.00
8	\$16.50
9	\$17.00

Masters Add: \$ 1.00

Masters+32 Add: \$ 1.00

APPENDIX H

SECRETARIAL SALARY GUIDE 2021-2022

Step	A	B	C	D
1	\$48,592	\$42,867	\$42,102	\$46,302
2	\$49,582	\$43,712	\$42,927	\$47,232
3	\$50,572	\$44,552	\$43,747	\$48,162
4	\$51,562	\$45,397	\$44,572	\$49,097
5	\$52,552	\$46,417	\$45,397	\$50,027
6	\$53,542	\$47,077	\$46,217	\$50,957
7	\$54,532	\$47,922	\$47,042	\$51,887
8	\$55,522	\$48,767	\$47,862	\$52,817
9	\$56,512	\$49,502	\$48,687	\$53,752
10	\$57,502	\$50,452	\$49,512	\$54,682
11	\$58,497	\$51,297	\$50,337	\$55,617
12-13	\$59,497	\$52,152	\$51,172	\$56,557

Career Step: \$350 upon completion of 10 years' service

Plus Step: \$350 each 3 years after 10 years of service up to a maximum of \$1,750

Positions:

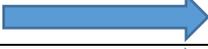
Category A: Secretary to Assistant Superintendent for Curriculum/Instruction, High School Principal, Middle School Principal, Data Processing, Accounts Payable (12 Months)

Category B: Secretary to Elementary School Principal (\$750 differential over other 10 or 12 months secretaries is included)

Category C: All 10 Month Secretaries and Clerks

Category D: All other 12 Month secretaries and Clerks

SECRETARY ADVANCEMENT CHART

BASE YEAR 2020-2021 STEP		BASE YEAR 2021-2022 STEP
		1
1		2
2		3
3		4
4		5
5		6
6		7
7		8
8		9
9		10
10		11
11		12-13
12-13		12-13
12-13		12-13
12-13		12-13
12-13		12-13

APPENDIX I

BUS DRIVERS' SALARY GUIDE - 2021-2022

Step	Salary
1	\$32,563
2	\$32,763
3	\$32,963
4	\$33,163
5	\$34,038
6	\$34,913
7	\$35,788
8	\$36,663
9	\$37,538
10	\$38,413

BUS DRIVERS' ADVANCEMENT CHART

BASE YEAR 2020-2021 STEP		BASE YEAR 2021-2022 STEP
		1
1		2
2		3
3		4
4		5
5		6
6		7
7		8
8		9
9		10
10		10
10		10
10		10
10		10

APPENDIX J

BELL SCHEDULES

Middle School

Period	Time
Period 1/HR	7:55-8:47
Period 2	8:51-9:40
Period 3	9:43-10:32
Period 4	10:35-11:24
Period 5	11:27-12:12
Period 6	12:17-1:06
OR	
Period 5	11:27-12:16
Period 6	12:21-1:06
Period 7	1:09-1:58
Period 8	2:01-2:50

The Board shall be able to have up to ten different teachers perform before and after school duties for a period not to exceed ten minutes provided none of these teachers has a homeroom. The Board will seek volunteers first. If there are no volunteers, teachers shall be scheduled on a rotating basis. Teachers performing these duties shall receive a stipend equal to 1/5 of the class coverage rate for each day they work these duties.

High School

Period	Time
Period 1	8:00-8:50
Period 2	8:54-9:44
Period 3	9:48-10:38
Period 4	10:42-11:32
Lunch	11:32-12:17
Period 5	12:22-1:12
Period 6	1:16-2:06
Period 7	2:10-3:00

The High School schedule consists of 8 academic periods, each of which is dropped once during each 8 day cycle.

AFFIRMATIVE ACTION

"It is the policy of the Bergenfield Board of Education not to discriminate in its educational programs, activities, employment policies, or admission policies and practices on the basis of race, color, natural origin, sex or handicap."

Title VI	Coordinator	Assistant Superintendent
Title IX	Coordinator	Assistant Superintendent
Title 504	Coordinator	Assistant Superintendent
ADA	Officer	Assistant Superintendent

Assistant Superintendent
225 West Clinton Avenue
Bergenfield, New Jersey 07621
(201) 385-8020