

AGREEMENT

BETWEEN

THE NORTH BERGEN COUNCIL OF
ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AND

THE NORTH BERGEN BOARD OF EDUCATION

July 1, 2022 through June 30, 2025

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PREAMBLE

THIS AGREEMENT, entered into as of this first day of July 2022, by and between the Board of Education of the Township of North Bergen, New Jersey (hereinafter referred to as the "Board"), and the North Bergen Council of Administrators and Supervisors Association, (hereinafter called the "Council"), represents the complete and final understanding on all bargainable issues.

WITNESSETH that, the Board has recognized the Council as the exclusive collective bargaining representative for all employees eligible for membership covered by this Agreement:

NOW, THEREFORE, it is agreed as follows:

POLICY OF NON-DISCRIMINATION

24th February 2022

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or participation or association with the activities of any employee organization.

The Council agrees to continue to admit in accordance with its constitution all members of the Council and those eligible to be members of the Council without discrimination on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability and not to discriminate against and to represent equally and without favor or prejudice all members of the Council and those eligible to be members of the Council without regard to membership or participation in any employee organization.

ARTICLE 1: RECOGNITION

The Board recognizes the Council as the exclusive bargaining representative of all employees of the Board who are eligible for membership in the Council in each of the following designations:

Principals

Vice Principals

Directors

Supervisors (12 months)

Department Supervisors/Chairpersons

School Psychologists

ARTICLE 2: DEFINITIONS

- A. Board of Education: The term "Board" shall mean the Board of Education of the Township of North Bergen.
- B. Council of Administrators and Supervisors: The term "Council" shall mean the Council of Administrators and Supervisors of North Bergen Public Schools.
- C. Chief School Administrator: The term "Chief School Administrator" shall mean the Chief School Administrator or the Superintendent of Schools of the North Bergen Board of Education.
- D. Council Members: The term "Council member" shall mean those employees of the North Bergen Board of Education as stated and agreed upon in Article 1.
- E. Opening of School: The term "opening of school" shall mean the first day after the teaching staff returns.
- F. Use of masculine pronouns herein shall be deemed to refer also to the feminine pronoun.

ARTICLE 3: COUNCIL RIGHTS

- A. Representatives of the Council shall be permitted to transact official Council business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and provided further that the Administration has been duly notified and that the approval of the Chief School Administrator, or his/her designee, was secured.
- B. The Council and its representatives shall be permitted to use school buildings at reasonable hours for its meetings. The meetings may be held during the time that school is in session. The Chief School Administrator, or his/her designee, shall be given twenty-four (24) hours advance notice of the time and place of any such meetings. His/her approval shall be secured in advance of the meeting.
- C. Negotiations shall be scheduled after school hours. If negotiations are mutually scheduled by the parties during working hours, the Board will release, with pay, Council members (not to exceed three in number) of the negotiating team to conduct such negotiations. It is understood that all collective bargaining shall be conducted at Board offices unless otherwise mutually agreed to by the parties.
- D. The Council may, with the approval of the Chief School Administrator, or his/her designee, be permitted to use school buildings, facilities and equipment and all available technology at reasonable times. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and shall be liable for damage to the equipment.
- E. The Board agrees to make available to the Council, upon written request, one copy of the officially adopted minutes of all Board of Education meetings.
- F. All electronically maintained files, included but not limited to, number of sick

days, personal days, vacation day, evaluations, etc., will made available in print form upon written request of the Council member.

G. The Association is entitled to all the rights granted by the Workplace Democracy Enhancement Act and listed in NJSA 34:13A.

ARTICLE 4: COUNCIL MEMBER RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., public employees included in the negotiating unit have, and shall be protected in the exercise of the right, freely, and without penalty or reprisal, to form, join, and assist any employee organization or refrain from such activity. The Board shall not directly or indirectly discourage, deprive or coerce any member of the Council in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. and other laws of New Jersey, or Federal Law.
- B. No Council member shall be disciplined or reprimanded without just cause.
- C. When a Council member is required to appear before the Board, or a Board Committee, or the Chief School Administrator or his/her designee concerning any matter that could adversely affect the Council member in his/her office, position or employment, or his/her salary or any increments pertaining thereto, the member shall be given written notice of the reasons for the meeting or interview. The member is entitled to have a person of his own choosing to advise and represent him/her during such meeting or interview.

ARTICLE 5: PERSONNEL FILE AND EVALUATION

- A. Council member shall have the right, upon the submission of two (2) work days written notice to the Chief School Administrator, or his/her designee, to review the content of his/her personnel file and to make photocopies of file materials.
- B. Failure of the Council member to respond in writing within ten (10) work days of his/her review shall result in waiving his/her right to submit a response regarding the content of his/her personnel file.
- C. No material derogatory to a Council member's conduct, service, character, or personality shall be placed in the file unless the employee has the opportunity to read the material. The employee shall acknowledge, by affixing his/her signature on the actual copy to be filed, that he/she has read the material. It is understood that such signature merely acknowledges that he/she has read the material to be filed but that the member may not/does not necessarily agree with its contents.
- D. Materials shall be removed from the files when a Council member's claim that the information is inaccurate or unfair is sustained at the conclusion of the grievance process.
- E. Observation and evaluation of Council members shall be conducted pursuant to applicable statute and regulations.
- F. The Chief School Administrator or his/her designee shall conduct all evaluations of Council members. In the event a designee conducts an evaluation and the Council member is not satisfied with the evaluation, the Council member may within ten (10) school days, request a conference in writing with the Chief School Administrator, or his/her designee. At that conference, the Chief School Administrator, or his/her designee, shall re-evaluate the Council member. Both the evaluation conducted by the designee and the Chief School

Administrator, or his/her designee, will be included in the Council Member's file along with a letter from the Council Member appealing the designee's evaluation. These provisions will be followed only to the extent permitted by the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ) and any other applicable law, rule or regulation regarding evaluation of Council members.

G. All observations and evaluations of Council members shall be conducted by the Chief School Administrator or his/her designee in accordance with the regulations and requirements of TEACH NJ and any other applicable law. A pre-evaluation conference shall be held with Council members at least once each school year by the Chief School Administrator or his/her designee. Such evaluation conferences shall be preceded by a written self-evaluation by Council members.

H. All monitoring or observation of the work performance of a Council member shall be conducted openly and with full knowledge of the Council member.

I. At the post-evaluation conference, the Council member shall be prepared to discuss with the Chief School Administrator or his/her designee, the Council member's strengths, opportunities for improvement, and means by which strengths can be continued and weaknesses improved. No formal evaluation shall be made by the Chief School Administrator or his/her designee after the termination of employment of a Council member. No derogatory material shall be placed in a Council member's file after the Council member leaves employment, with the exception that any continuing grievance or matter initiated prior to termination and completed after termination shall go into the personnel file with notification to the Council member.

ARTICLE 6: ASSIGNMENTS OF PERSONNEL AND TRANSFERS

A. PROFESSIONAL DUTIES AND ASSIGNMENTS

Principals shall have the right to assign professional duties to teachers at specified times, except for scheduled lunch and preparation periods. A Principal shall have the right to change assignments in periods for teachers to the extent such assignments do not impinge upon the Chief School Administrator's management prerogatives.

B. DIRECTORS AND SUPERVISORS

Directors and Supervisors shall be available to substitute for Principals on an occasional basis, as determined by the Chief School Administrator, or his/her designee.

C. DEPARTMENT SUPERVISORS/CHAIRPERSONS

The Chief School Administrator retains the right in his/her discretion to assign Department Supervisors/Chairpersons up to a maximum of four (4) classes in their area of certification.

D. TRANSFERS_

The Board reserves the right to transfer any Council member in the best interest of the individual or the Board. Council members shall be notified in writing of transfers. Council members have the right to meet with the Chief School Administrator or his/her designee to discuss the transfer. Such request should be in writing to the Chief School Administrator or his/her designee.

ARTICLE 7: BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and of the United States prior to the signing of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under N.J.S.A.18A, School Laws of New Jersey, or any other Federal or State laws or regulations. The Chief School Administrator or his/her designee has the authority to implement the terms of this Agreement on behalf of the Board.

ARTICLE 8: WORK DAY

A. ELEMENTARY

1. The workday for elementary school-based Council members shall be seven and one half hours on full session days, on staggered schedules, between the hours of 8:00 A.M and 4:00 P.M. Elementary school-based Council members shall work from either 8:00 A.M. to 3:30 P.M. or from 8:30 A.M. to 4:00 P.M., according to schedules determined by the Chief School Administrator or his/her designee.
2. The work day on one-hour Faculty Meeting days for elementary school-based Council members shall be from 8:00 A.M. to 4:00 P.M.
3. The work day on early dismissal days for elementary school-based Council members shall be from 8:00 A.M. until one half hour after dismissal.

B. HIGH SCHOOL

1. The work day for high school-based Council members shall be seven and one half hours on full session days, on staggered schedules, between the hours of 7:00 A.M. and 4:00 P.M.
2. The High School Principal shall work from 7:30 A.M. to 3:00 P.M.
3. The High School Vice Principals shall report to work either from 7:00 A.M. to 2:30 P.M. or from 8:30 A.M. to 4:00 P.M., according to schedules determined by the Chief School Administrator or his/her designee.
4. High school-based School Psychologists shall work either from 7:30 A.M. to 3:00 P.M. or 8:00 A.M. to 3:30 P.M., according to schedules determined by the Chief School Administrator or his/her designee.

5. All other high school-based Council members shall work either from 7:30 A.M. to 3:00 P.M. or from 8:30 A.M. to 4:00 P.M, according to schedules determined by the Chief School Administrator or his/her designee.
6. The workday on one-hour Faculty Meeting days for high-school based Council members shall be consistent with the scheduled Faculty Meeting.
7. The work day on early dismissal days for high school-based Council members shall be either from 7:00 A.M. to 12:30 P.M. or from 7:30 A.M. to 1:00 P.M., according to schedules determined by the Chief School Administrator or his/her designee.

C. ALL COUNCIL MEMBERS

1. All Council members shall have a one-hour lunch period during full session school days.
2. All Council members shall work until 3:00 on the last day of school for teaching staff and students and shall receive two (2) hours of Compensatory time.
3. Starting the day after the last day of school for teaching staff and students, the work schedule for all Council members shall be from 9:00 A.M. to 1:00 P.M. which shall extend until the teaching staff return in September. At that time the regular schedule, as shown in sections A & B above, shall commence.
4. A Council member may apply for and be appointed to only one sport during school year. Work schedules, as set forth above, may be adjusted for Council members coaching a sport during that coaching season.

D. BOARD BASED COUNCIL MEMBERS

1. Any Council member assigned to work in the Board Office, for example the Director of Elementary and Secondary Education and the Supervisor of Testing and Test Data Analysis, may be required by Chief School Administrator to work the same work hours and work year as the other Board office administrators, including the Chief School Administrator, the Business Administrator, the Director of Finance and the Internal Auditor.
2. The Director of Elementary and Secondary Education and the Supervisor of Testing and Test Data Analysis are also entitled to the same vacation benefits as the Director of Finance, the Board Secretary and the Internal Auditor and other Central Office staff.

ARTICLE 9: WORK YEAR

All Council members shall report to work, and shall be paid full contractual salaries for the number of days school is open, as required by state law up to and including June 30 of each year, with the following additional days:

A. First day teaching staff returns;

B. Four (4) additional days for administrative work, which shall consist of the first four (4) working days in July.

C. All Council members, other than described in subparagraph D, shall report to work for ten (10) days prior to the Opening of School in September. Such ten (10) days shall include the first day the teaching staff returns. The work day on such days as described in this paragraph shall be from 9:00 A.M. to 1:00 P.M, excluding the first day the teaching staff returns, which day the work schedule will be from 9:00 A.M. to 3:00 P.M. All Council members shall be entitled to take a vacation day during that contractual year, subject to prior approval of the Chief School Administrator. That vacation day may not be taken on the day preceding or following a school holiday. In addition, that vacation day may not be carried forward; and

D. Department Supervisors/Chairpersons shall report to their assignments on September 1, or the first work day following September 1, of each year.

ARTICLE 10: PROFESSIONAL CONFERENCES

- A. Council members shall be granted a maximum of five (5) days per year with pay and expenses for attendance at multiple day professional meetings or conferences, with an overnight stay approved by the Chief School Administrator.
- B. The amount to be expended for such expenses is limited to a total of \$3,000.00 for all unit members.
- C. There will be no limitation on the number of one (1) day conferences that Council Members may attend, provided the Chief School Administrator approves such attendance.
- D. The Chief School Administrator or his/her designee may recommend conferences to Council members that he/she feels are a valuable source of information for the administrative staff.
- E. A summary of all such conferences and meetings attended shall be submitted in writing to the Chief School Administrator or his/her designee within ten (10) work days after the Council member returns from said conference or meeting. Payment of the above expenses shall be contingent upon submission of a satisfactory summary. The Council member shall provide documentation for expenses when submitting a claim.
- F. Exclusive of the provisions set forth in Section B above, Council members shall be entitled to travel reimbursement at the Office of Management and Budget (OMB) circular mileage rate plus tolls and parking fees, for required travel of 25 miles or more per trip, upon timely submission of appropriate documentation.

ARTICLE 11: PROMOTIONAL VACANCIES

Notification of promotional vacancies shall be given to all Council Members by the posting of a notice of vacancy. Applicant qualifications and a job description shall be

included in the posting.

Applicants shall be given ten (10) school days to file for the vacancy. The Chief School Administrator, or his/her designee, shall interview candidates and make a recommendation to the Board. The Chief School Administrator or his/her designee shall notify all applicants of the Board's decision.

ARTICLE 12: ABSENCE AND SICK LEAVE

- A. A Council member absent from school because of personal illness shall suffer no deduction in pay for each of the first ten (10) days of absence in any school year. Such sick leave, if unused, shall be cumulative. In the event of an extended illness, a Council member may petition the Board for unlimited sick leave days and may submit such evidence, as he/she deems necessary in support thereof.
- B. Each year the Board shall provide every Council member with an accounting of accumulated sick leave by September 1.
- C. No deduction shall be made in a Council member's salary for the following:
1. Death in the immediate family provided such absence does not exceed five (5) school days (from the day of death or day of funeral or memorial service). Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild or any dependent relative who makes his or her home with the Council member;
 2. Funeral of a relative other than defined above or a friend provided such absence does not exceed one day. Attendance at a wake or memorial service can substitute for a funeral.
 3. Quarantine;
 4. Summons to Court by Subpoena;
 5. Attendance at educational conventions or conferences when approved by the Chief School Administrator;
 6. Visits to other schools when approved by the Chief School Administrator or his/her designee; and
 7. Absence because of unusual extenuating circumstances other than that provided for herein shall be left to the discretion of the Chief School Administrator.
- D. Council members who are absent due to illness from contagious diseases, namely measles, mumps, chicken pox, contracted while serving in the schools, will, upon presentation of a physician's certificate, suffer no loss of pay or sick days.
- E. In the event of an extended illness beyond the unit member's accumulated sick days, the employee may be granted extended sick leave at the discretion of the Board. A unit

member's request for extended sick leave shall not be arbitrarily, capriciously, or unreasonably denied, and shall be considered after:

1. Submission of a written request for extended sick leave to the Chief School Administrator; and
2. Submission of medical verification of illness.

F. Extended sick leave schedule after expiration of all accumulated days upon Board approval shall be as follows:

1. First 20 days – loss of 10% of the Council member's daily salary; *
2. Next 20 days – loss of 20% of the Council member's daily salary; *
3. Next 50 days – loss of 50% of the Council member's daily salary* and stays at 50%;
4. Any further payment of salary is at the discretion of the Board.

*Daily salary shall be defined as 1/260 for purposes of this article.

ARTICLE 13: PERSONAL DAYS

- A. Each Council member shall be allowed five (5) absences per school year for personal reasons. No deductions will be made in the Council member's salary for these five (5) absences.
- B. Unused personal days shall be added to the Council member's accumulated sick leave.
- C. Personal days may not be taken on the day preceding or following a school holiday except upon approval of the Chief School Administrator. Request(s) for use of personal days for religious holy days in conflict with this provision must be placed in writing to the Chief School Administrator for notification purposes at least three (3) days prior to the religious holy day.

ARTICLE 14: SABBATICAL LEAVE

- A. A leave of absence at full pay for one (1) year for the purpose of study in an accredited college or university and/or for the purpose of study in a full-time matriculated or certified program to fulfill residence requirements, residency to be defined by the college, may be given to one (1) member of the Council annually, after ten (10) consecutive years of service in the North Bergen Public Schools. The Board may, at its discretion, grant additional leaves of absence for the purpose described in paragraph A of this section.
- B. A leave of absence at one-half (1/2) pay for one (1) year for the purpose of rest, recuperation, or travel may be granted to one member of the bargaining Council annually after fourteen (14) consecutive years of service in the North Bergen Public Schools, provided such member shall not have received a leave under paragraph A of this section.
- C. All applications for leave must be submitted to the Board for approval prior to April 1 of the year preceding the leave. This limitation may be waived, and additional leaves may be granted at the discretion of the Board.
- D. The first criterion shall be that the applicant or applicants having the greatest number of years of consecutive service in the North Bergen Public School system shall be given preference.
- E. All pension, salary, experience and seniority rights shall be retained while on leave, subject to applicable law.
- F. Council members shall agree to return to employment for a period of not less than one (1) year after the sabbatical leave. Failure to so return to employment shall result in the reimbursement to the Board of all monies received during the sabbatical period by the Council member.

G. Only one (1) sabbatical leave may be granted to each employee during the period of district employment.

H. Additional leave with pay may be granted for study as mutually agreed upon by the Council members and the Board. However, any decision by the Board which is grieved in accordance with the Grievance Procedure set forth in this contract shall conclude at the Board level and shall not be taken to binding arbitration.

ARTICLE 15: LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted upon application to Council members for the following purposes:

- A. One (1) year for study related to Council member's field of certification or study leading to an earned degree;
- B. Study to meet eligibility requirements for a certificate other than that held by the Council member;
- C. Child Rearing Leave – Child rearing leave shall be granted for a period of up to one (1) year and shall include Council members adopting a child or children. Child rearing leave shall commence on July 1 and terminate the following June 30. All requests for child rearing leave shall be made at least six (6) weeks prior to the commencement of the date for which leave is requested. In the event of an adoption or other emergency in which the staff member does not have sufficient notice to meet the six (6) week requirement, the Council member shall provide such notice as is possible under the circumstances, but the requested commencement date need not be granted. If the need for child rearing leave is negated prior to commencement, the Council member will notify the Chief School Administrator as soon as possible and the leave shall be canceled.

If the child rearing leave has begun, and the leave for same is negated, the Chief School Administrator shall be notified as soon as possible, and the Council member shall report to work as soon as possible. All child rearing leaves shall be without pay;

- D. Entrance into the Armed Forces;
- E. Acceptance of an education assignment in a foreign country for one (1) year, with such leave renewable for an additional year, only if such position is sponsored or approved

by the Government of the United States;

F. Acceptance of an educational position in a college or university for one (1) year with such leave renewable for an additional year;

G. Other purposes as approved by the Board as recommended by the Chief School Administrator; and

H. Effective July 1, 2017, all Council members on leave without pay for one half or more of a Council member's contractual year (July 1 to June 30) will not be entitled to the annual increase he/she would have attained had a leave of absence had not occurred, but the negotiated percentage increase for the year the Council member returns shall be used to calculate the salary for the year when the Council member returns to work.

For Example:

A Council member with a base salary of \$100,000, commences a leave of absence without pay on November 1 and does not return to work until June 15. The Council member was on leave without pay for more than one-half (1/2) of the contract year. The raise for the subsequent year would be based upon the last full year of work.

Assuming an increase each year of 3.2%, 3.25% and 3.3%.

1. A Council member working each year would be paid

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>		<u>2024-2025</u>
\$100,000	X's 3.2% =	\$103,200	X's 3.25% =	\$106,560	X's 3.3% =	\$110,080
of 21-22		of 22-23		of 23-24		

2. Council member on leave during 2022-2023 or not completing at least one half of the year.

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>		<u>2024-2025</u>
\$100,000	X's 3.2% =	\$103,200	X's 3.25% =	\$103,250	X's 3.3% =	\$106,660
of 21-22		of 22-23		of 23-24		
		(last year worked)				

All pension, salary, experience and seniority rights are retained without regard to such leave,

subject to applicable laws and the provision of Section H above.

The Board shall attempt to place a returning Council member to the position and school to which the council member was assigned prior to the start of the leave. The parties recognize, however, that assignments are a matter of managerial prerogative and a grievance arising out of such decision shall terminate at the Board level of the Grievance Procedure and shall not proceed to binding arbitration.

ARTICLE 16: LEAVES OF ABSENCE WITH PAY

A short-term leave of absence may be granted solely in the following instances:

If summer college courses commence prior to the end of the school year, enrolled Council members may be given a leave of absence not to exceed five (5) school days with full pay for that period. Any request in excess of five (5) days shall require the approval of the Chief School Administrator.

ARTICLE 17: EXTRA-CURRICULAR

- A. Council members have the right to apply for any extra-curricular positions in the North Bergen Public School System. A Council member can apply for and be appointed by the Board to coach one (1) sport during the school year. Work schedules, as set forth in Article 8, may be adjusted for Council members coaching a sport during that coaching season.
- B. The Board shall notify the Council of any extra-curricular positions by April 1st.
- C. All Council members shall have ten (10) school days to file an application for extra-curricular positions.
- D. The elementary school Principals or Vice Principals will supervise the following school sponsored activities in their respective school:
1. Student dances;
 2. Concerts;
 3. Student Council or Club Sponsored Events; and
 4. Any and all other school sponsored activities.
- E. Whenever the High School is utilized for elementary school functions, an elementary school Principal or Vice Principal from the elementary school(s) involved will be present to help supervise the event. Primary responsibility for the event will rest with the organization sponsoring the function.
- F. Subparagraphs D and E do not apply to athletic events with the exception of the cheerleading competition.
- G. A calendar of events consistent with student needs and curriculum will be supervised by administrative and supervisory personnel of each school. Assignment of Council members shall be made by the Principal on a rotating basis in accordance with the seniority of the Council members involved.

ARTICLE 18: TERMINAL LEAVE COMPENSATION

A. Council members who commenced service before May 21, 2010, upon death or resignation for retirement after 13 years of continuous service of employment in the school district, shall receive terminal leave pay for each accumulated sick day at the rate of pay of 1/600th of the member's final salary, which is equal to one half (1/2) days pay for each accumulated sick day. A day's pay is defined as 1/30th of 1/10th or 1/300th of the members final salary. Council members who commence service on or after May 21, 2010 shall be compensated only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement and not be compensated for accumulated unused sick leave in an amount in excess of \$15,000.

1. Such payment, up to the sum of \$10,000.00, shall be made no later than August 15 following the Council member's leaving. If terminal leave compensation exceeds \$10,000.00 the Council member shall submit in writing, by June 30 of the school year of retirement, the option of choosing from the following payment schedules:

- a) The total remaining sum shall be paid no later than the next July 15 after the initial August payment of the Council member's leaving; or
- b) The total remaining sum shall be divided into equal annual payments over a period of time between two (2) and four (4) years following the Council member's leaving, to be determined by the Council member. Such payments will be made by July 15 of each year.

B. The designated beneficiary or beneficiaries or, if no beneficiary is designated, the estate of a Council member who dies during the duration of this agreement shall receive terminal leave pay for sick days accumulated, computed on the same basis as outlined in Paragraph (A) of this section. For the last year's employment, the number of accumulated

days shall be pro-rated by the number of months in the contractual year added to the accumulated days of the prior year's calendar. The number of days shall be defined by the number of salaried days worked, divided by the number of contractual days. A decimal shall be rounded up to the next whole number.

ARTICLE 19: SALARY AND FRINGE BENEFITS

A. Council members shall receive checks on the 15th and last school day of each month. In cases where a school holiday falls on the 15th or last day of the month, the Council members shall receive checks on the last school day preceding said holiday. Council members exhausting their total accumulated days shall be removed from direct deposit.

B. The Board shall continue to pay the premiums for Health Insurance (equal to the SEHBP as of 2019), New Jersey Workers' Compensation, Dental Plan and Prescription Plan less any contributions required by current New Jersey law. Prescription co-payment amount is to be determined by the healthcare provider of the employees' choice.

C. The Board shall continue to pay the full premium for dental benefits upon the employee's retirement until his/her death for the retiree and his/her spouse, civil union partner or domestic partner.

D. The voluntary program of tax-sheltered annuities shall be continued by the Board.

E. Council members are twelve (12) month employees and shall be paid on the 15th and last day of each month or on the last work day nearest thereto.

F. Council members, hired from the teaching ranks, shall enjoy the following differentials above their teacher salary:

High School Principal	30% increase above
High School Vice Principal	23% increase above
Elementary Principal	23% increase above
Elementary Vice Principal	15% increase above
Director	19% increase above
Supervisor (12 month)	10% increase above
Department Chairperson/Supervisor (10 month)	
a. 1-10	6% increase above
b. 11-20	7% increase above
c. 21+	8% increase above
School Psychologist	12% increase above

Council members receiving a promotion (i.e. Elementary Vice Principal to Elementary Principal) will receive the difference between ratios (i.e. 23% – 15%) = + 8% increase). The salary increase will be calculated by multiplying the percentage increase times the base salary.

G. A 3.2 percent increase of the 2021-2022 salary pool will be implemented as of July 1, 2022. A 3.25 percent increase of the 2022-2023 salary pool will be implemented on July 1, 2023. A 3.3 percent increase of the 2023-2024 salary pool will be implemented on July 1, 2024 for the 2024-2025 school year.

A Council member shall work 50 percent, plus one, of the days of work in the prior year in order to receive the increase in the subsequent year, as set forth in Article 15 above. The final salary shall be rounded up to the nearest \$10.00.

H. Teacher Longevity, Degree and Field only apply during a transition from Teacher to Council member. Years in District, Longevity and Degree apply to subsequent years of the contract.

I. During a transition from teacher to Council member an adjustment will be made, if necessary, to ensure that the Council member's salary is higher than it would have been had he/she continued as a teacher, based on the North Bergen Teachers Contractual Salary Guide.

J. Longevity and Degree Level Guide

Longevity commences on the first day after five (5) full salaried years of employment as a Council member with the district beginning on July 1 of any year.

1. Levels of Longevity

There are four (4) levels of longevity, compensated as follows:

LEVEL ONE

- Following completion of five (5) full salaried years as a Council member, \$2,000.00 per year.

LEVEL TWO

- Following completion of ten (10) full salaried years as a Council member, \$2,000.00 per year.

LEVEL THREE

- Following completion of fifteen (15) full salaried years as a Council member, \$2,000.00 per year.

LEVEL FOUR

- Following completion of twenty (20) full salaried years as a district employee, \$2,000.00 per year.

2. A Council member appointed on or before December 31 is eligible for longevity Level One calculation for the school year beginning the following July 1.

3. Cumulative Calculation of Longevity

Calculation of longevity is cumulative. Thus, a Council member with twenty (20) or more full years of salaried employment with the Board and at least fifteen (15) full salaried years as a Council member will receive the maximum annual longevity payment.

4 Degree Level *

There is a cap per degree level pertaining to online courses. If there are extraordinary or extenuating circumstances, the cap may be exceeded with the approval of the Chief School Administrator. All online and effective

immediately, all college and university attended courses, require the prior approval of the Chief School Administrator. If the course(s) do not directly relate to the unit member's job description or function, approval by the Chief School Administrator may be denied. The approval of courses shall be uniformly applied to all staff. A copy of the approved courses shall be provided to the President of the Council, simultaneously with the submission to the Chief School Administrator. All online credits earned prior to July 2013 shall not be affected by this provision.

5. As of September 1, 2019, the MA + 45 degree level differential increase shall not be generally available, except as follows:
 - a. All Council members receiving the MA + 45 degree level differential salary increase as of September 1, 2016 shall continue to receive same.
 - b. Council members enrolled in academic programs to earn MA + 45 credits shall have until August 31, 2019 to complete their course work. Council Members who have earned an MA + 45 degree level by said date shall receive the salary differential in the amount set forth below.
 - c. Council members employed by the Board as of September 1, 2016, shall have the opportunity to earn credits toward an MA + 45 degree level. If a Council member earns MA + 45 status prior to August 31, 2019, said Council member shall be entitled to receive the MA + 45 salary differential until they leave their employment with the Board.
 - d. Any future increases on the degree level guide shall be applied uniformly to all differentials listed. This provision shall apply to any grandfathered differential(s).

6. As of September 1, 2022, the MA + 60 degree level differential increase shall not be generally available, except as follows:

- a. All Council members receiving the MA + 60 degree level differential salary increase as of September 1, 2019 shall continue to receive same.
- b. Council members enrolled in academic programs to earn MA + 60 credits shall have until August 31, 2022 to complete their course work. Council Members who have earned an MA + 60 degree level by said date shall receive the salary differential in the amount set forth below.
- c. Council members employed by the Board as of September 1, 2019, shall have the opportunity to earn credits toward an MA + 60 degree level. If a Council member earns MA + 60 status prior to August 31, 2022, said Council member shall be entitled to receive the MA + 60 salary differential until they leave their employment with the Board.
- d. Any future increases on the degree level guide shall be applied uniformly to all differentials listed. This provision shall apply to any grandfathered differential(s).

2022-2025

Degree Level from On-Line Courses	Increase	Maximum Credits Earned
MA + 15	4,500	9 credits
MA + 30	6,500	12 credits
MA + 45	9,500	12 credits (See # 5 Above)
MA + 60	11,750	19 credits (See # 6 Above)
Ph.D/Ed.D	17,500	18 credits

* Indicates attainment of additional credits and/or a higher degree and reflects the difference between the previous credit/degree level and the current credit/degree level.

ARTICLE 20: DUES CHECK-OFF

A. The Board agrees to deduct dues from the salaries of Council members as said Council members individually and voluntarily authorize the Board to deduct. The authorization shall be deemed irrevocable unless written notice is provided to the employer during the 10 days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the NB CASA of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment. It shall be automatically renewable for successive periods of one (1) year unless written notice to the contrary is given to the Board by any member of the Council within 10 days following their anniversary date of hire. The Council shall certify to the Board in writing the current rate of its membership dues. Should the Council change the rate of its membership dues, it shall give the Board sixty (60) days written notice prior to the effective date of such change.

B. The Council shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization furnished by the Council to the Board, or reliance upon the official notification on the letterhead of the Council and signed by the President of the Council, advising of such changed deduction.

C. The Council is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally, without regard to Council membership.

D. New Employees: On or about the last day of each month, beginning with the month

this agreement becomes effective, the Board will submit to the Council a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE 21: LEGAL ASSISTANCE TO COUNCIL MEMBERS

A. All cases of assault suffered by Council members in connection with their employment shall be reported immediately, but no later than the next workday, to the Chief School Administrator.

B. The Chief School Administrator shall inform the assaulted Council member immediately in writing of his or her rights under the law.

C. The Board shall be notified by the Chief School Administrator of an assault on a Council member within twenty-four (24) hours. The Board shall provide assistance as follows:

1. By providing legal counsel through an attorney if court appearances are required;
and
2. Reasonable legal fees shall be paid at a rate not to exceed the Board Attorney's rate.

D. Assistance is intended to apply solely to the criminal aspect of any case arising from such assault.

E. Any Council member who is charged with an offense arising out of the performance of his/her duties, who is entitled to a legal defense paid for by the Board under law shall have the right to legal counsel of his/her own choice. The Board shall reimburse the legal counsel in an amount not to exceed \$125 per hour for such legal counsel, upon submission of appropriate documentation.

The Chief School Administrator shall inform the Council member immediately, in writing, of his/her rights under the law.

The Chief School Administrator shall make arrangements for the Council member to be

accompanied by another Council member, or the Board Attorney, to any hearing resulting from the matter.

ARTICLE 22: DAMAGE OR DESTRUCTION OF PROPERTY

- A. Council members shall not be held responsible for loss within the school of school property or student's property when such loss is not the fault of the Council member.
- B. The Board will reimburse Council members in an amount not to exceed a total of \$750.00 per incident, with a maximum of \$1,200.00 in any year of the contract year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school, when the Council member has not been negligent and to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss", "damage" and "destruction" shall not cover the effects of normal wear and tear and use.
- C. Satisfactory proof of damage or destruction while in the course of Board related employment must be submitted to the Chief School Administrator.

ARTICLE 23: COUNCIL ORGANIZATIONAL ACTIVITIES

A. No Council member shall engage in organizational activities during the time he/she is assigned to school except for Council officers who shall be excused by the Chief School Administrator without loss of pay, for the time spent in mutually scheduled negotiating sessions with the Board.

B. Council representatives shall be allowed time within the system for appropriate activities relating to the administration of this Agreement, without loss of pay, upon the approval of the Chief School Administrator.

ARTICLE 24: CONFORMITY TO LAW

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be subject to consultation and negotiation between the Council and the Board.

B. In the event that any one or more provisions of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 25: NO-STRIKE PLEDGE

The Council and the Board recognize that strikes and other work stoppages by Council members are contrary to law and public policy in the State of New Jersey. The Council and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Council therefore agrees that it will not call, join, participate in and/or abet any strike, work stoppage, or other concerted refusal to perform work by the Council members covered by this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, including legal fees, or both, in the event of a breach of this provision by the Council or its members.

ARTICLE 26: GRIEVANCE PROCEDURES

It is the declared objective of the Board and the Council to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory resolution of complaints.

A. DEFINITION

1. The term "grievance" shall mean:

(a) A complaint by a Council member covered by this agreement that there has been as to him or her, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; and

(b) A complaint by the Council involving alleged misapplication or misinterpretation of this Agreement.

B. PRESENTATION OF GRIEVANCES

Grievances shall be presented in the following manner:

1. First Level

A Council member shall, within ten (10) calendar days following the act or condition on which his/her complaint is based, discuss the matter with the Chief School Administrator in an effort to resolve the problem informally as promptly as possible. It is understood that, if the complaint is resolved informally, no record of the procedures at this level shall be made or kept without the written consent of the aggrieved Council member.

2. Second Level

If the complaint has not been resolved informally at the first level, within five (5) school days of the initial informal discussion with the Chief School Administrator, the grievant, or the Council on his/her behalf, may file a written grievance with the Chief School Administrator. Within ten (10) school days following receipt of the grievance, a conference shall be called by the Chief School Administrator with the grievant with a view of arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called upon written notice to the grievant and the Council. The grievant, at this level, shall be entitled to representation at the conference by Council Executive Board members, not to exceed two (2) in number, or by a Council member of his/her choice in the North Bergen School System. The Chief School Administrator shall communicate his/her written decision to the grievant and the Council within ten (10) school days after said conference.

3. Third Level

If the grievance is not resolved at the second level, the grievant may, within ten (10) school days after receipt of the decision of the Chief School Administrator, appeal in writing to the Board. The Board shall schedule a conference to be held in private following the next regularly scheduled Board meeting, unless said meeting occurs within ten (10) days of the receipt of the appeal, then at the following regular meeting, or at a special meeting called by the Board. In no case shall the conference be scheduled later than twenty (20) school days after receipt of the grievance by the Board.

All conferences scheduled at the third level shall be upon not less than three (3)

days written notice to the grievant and the Council.

At the conference called by the Board, all present at the second level may attend and be permitted to present views.

If, at the conference the Board will have legal counsel present, the Board shall so inform the grievant and the Council of such intended action and permit the grievant and the Council representation of legal counsel at such conferences.

The Board shall render its decision in writing to the grievant and the Council within twenty (20) days of said conference.

4. Fourth Level: Within five (5) calendar days of the Board's decision, the Council may apply to the Public Employment Relations Commission (PERC) for a binding arbitration list. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with application to PERC, the Council will send notice to the employer of its request for arbitration.

a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the arbitrator shall be binding upon the employer and the grievant.

c. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the Council. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

e. The arbitrator shall be bound by the provisions of this Agreement and the

Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to modify or detract from any of the provisions of this Agreement or any amendment or supplement thereof.

f. Upon prior notice and the authorization of the Chief School Administrator, the designated Council representative shall be permitted as a member of the Grievance Committee to confer with employees on specific grievances, in accordance with the grievance procedure set forth herein, during work hours of employees.

g. Only one (1) grievance at a time may be heard by an arbitrator.

h. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings; if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulation having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board By-Laws or under applicable State Law, except that he/she may decide in a particular case that the Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory,

arbitrary, or capricious as to constitute an abuse of discretion; or

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-Laws, applicable law and rules and regulations having the force and effect of the law.

All decisions of the arbitrator shall be in conformity with the Rules of the State of New Jersey.

D. GENERAL PROVISIONS AS TO GRIEVANCE AND ARBITRATION

1. All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Board working hours, all persons participating shall be excused from their regular duties without loss of pay.
2. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

E. TIME LIMITS

1. Failure by the Chief School Administrator or the Board at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved Council member and/or Council to proceed to the next level. Failure by the Council member at any level of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed acceptance of the decision rendered at that level.
2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

ARTICLE 27: MATTERS NOT COVERED

A. With respect to matters not covered by this Agreement between the Board and the Council, that are proper subjects for collective bargaining, the Board and Council agree that no changes will be made without consultation and negotiation with the Council.

B. The Board or its designee shall consult with a Council representative designated by the Council, regarding the negotiation of contracts with the units representing other employees, to consider the impact of such contract upon the members of the Council, as it relates to the performance of the Council member's job functions.

ARTICLE 28: FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by instrument in writing executed by both parties.

ARTICLE 29: DURATION

24th February 2022

A. This Agreement shall be in full force and effect as of the 1st day of July 2022 and shall remain in effect to and including June 30, 2025 with the right to reopen if another district bargaining unit obtains better terms. This Agreement shall continue in full force and effect from year to year thereafter. One party or the other shall give notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement regarding intent to negotiate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the North Bergen Board of Education as of the First day of July 2022.

NORTH BERGEN COUNCIL OF ADMINISTRATORS AND SUPERVISORS

BY: 
ROBERT N. KORNBERG, President

NORTH BERGEN BOARD OF EDUCATION

BY: 
KANAIYALAL PATEL, President

NORTH BERGEN BOARD OF EDUCATION

BY: 
HUGO D. CABRERA, Secretary