

**SOUTH BERGEN JOINTURE COMMISSION**

**EDUCATION ASSOCIATION'S CONTRACT**

**2021-2023**

**Approved:**

**INDEX**

	PAGE
PREAMBLE.....	1
ARTICLE I: RECOGNITION.....	2
ARTICLE II: GRIEVANCE PROCEDURE.....	3
ARTICLE III: NEGOTIATION PROCEDURE.....	4
ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES.....	5
ARTICLE V: SALARIES.....	6
ARTICLE VI: VOLUNTARY TRANSFERS AND ASSIGNMENTS.....	7
ARTICLE VII: SICK LEAVE.....	8
ARTICLE VIII: INSURANCE PROTECTION.....	10
ARTICLE IX: TEMPORARY LEAVES OF ABSENCE.....	12
ARTICLE X: PROFESSIONAL DEVELOPMENT.....	14
ARTICLE XI: ASSOCIATION MEMBER WORK YEAR.....	18
ARTICLE XII: EMPLOYMENT CONDITIONS.....	20
ARTICLE XIII: TEACHER HOURS & TEACHING LOAD.....	22
ARTICLE XIV: MISCELLANEOUS PROVISIONS.....	26
ARTICLE XV: DURATION OF AGREEMENT.....	28
SCHEDULE A: GRIEVANCE PROCEDURE	
SCHEDULE B: SALARY GUIDES	
SCHEDULE C: RELIGIOUS HOLIDAYS	

**PREAMBLE**

This Agreement is entered into this \_\_\_\_ day of July 2021, between the Board of Education of the South Bergen Jointure Commission, hereinafter called the "Board" and the South Bergen Jointure Commission Education Association, hereinafter called the "Association".

## ARTICLE I: RECOGNITION

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

Supervisors

Occupational and Physical Therapists

Substitute Teachers

Secretary to the Superintendent

Transportation Coordinator

Teacher Aides

Secretarial Personnel

Business Office Personnel

Custodians

Out Reach Personnel

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

### Membership Rights:

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

**ARTICLE II: GRIEVANCE PROCEDURE**

(See SCHEDULE A)

### ARTICLE III: NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in a good faith effort to reach agreement. Once ratified, the Agreement shall apply to all certificated staff personnel and shall be reduced to writing and signed by the authorized representatives of both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the South Bergen Jointure Commission. The Association likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.
- D. The Association and the Board negotiation teams will schedule meetings at the convenience of both units for the purpose of negotiating said Agreement.
- E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

**ARTICLE IV: ASSOCIATION RIGHTS & PRIVILEGES**

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

**ARTICLE V: SALARIES**

- A. The salaries of all association members are set forth in the Attached document labeled Salary Guides- SCHEDULE B. The settlement of percentage for the 2021-2023 shall be 3.2% for each year of the contract; all monies will be retroactively paid to September 1, 2021 and September 1, 2022, respectively.
- B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.
- C. Association members shall be paid in semi-monthly installments on the 15th and 30th of each month.
- D. Association members may individually elect to have 20% of their monthly salary deducted from their pay. These funds shall be deposited in the Greater Alliance Federal Credit Union. Request for deductions shall be filed with the Secretary of the Board of Education at the start of the school year.
- E. Payroll deductions for each association member shall be computed in accordance with their pay.
- F. When payday falls on or during a school holiday, vacation, or weekend, association members shall receive their pay checks prior to the non-working day or days.



**ARTICLE VI: VOLUNTARY TRANSFERS AND ASSIGNMENTS**

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

**ARTICLE VII: SICK LEAVE**

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

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

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

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

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

1 to 250 days = \$60.00 per day

The total amount of compensation an employee can receive for accumulated sick leave shall not exceed \$15,000.00.No

cap in total amount of compensation for an employee hired prior to May 1<sup>st</sup>, 2010, in accordance with state law.

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

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

- E. Association members shall receive two (2) days per year for illness in the immediate family. Immediate family shall mean: spouse/civil partner, child, parent, brother, sister, grandparent, spouses/civil partner's parent, or other relative. If days of such leave are not utilized in a given year, they shall be accumulated and banked as sick days. No person shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one year.

**ARTICLE VIII: INSURANCE PROTECTION**

A. The Board shall provide the health care insurance protection designated below for the years of this agreement, subject to applicable waiting period and SEHBP. Employees shall contribute at the amount listed on Tier 4 of the phase-in chart for employees from P.L. 2011, Chapter 78. Employee health care contributions based upon salary will be capped at 28% for coverage through SEHBP NJ Direct 10 and 15 Plans. For all other coverage, employee health care contributions shall be based on the formula prescribed by P.L. 2020, Chapter 44.

1. Payment for Health Benefits, Medical and Hospital coverage on a single, family combination, or family contract. Current and new staff shall have the option of declining coverage from the board. The employee shall receive a waiver payment at the rates as established by NJ law, and only if their alternate coverage is not supplied by the NJ SEHBP and we are supplying coverage through the NJ SEHBP. This rate is limited to 25 percent or \$5,000.00, whichever is less, of the amount saved because of the employee's waiver of coverage. This amount saved calculation is determined by reducing the premium cost by the amount the employee would be contributing if they took the benefit.

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

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

2. Payment for a dental plan on a single, family combination, or family contract in accordance with the Board paying \$1000 of coverage per employee.

3. Payment for a prescription plan on a single, family combination, or family contract in accordance with the SEHBP. Employees shall contribute at the amount listed on Tier 4 of the phase-in chart for employees from P.L. 2011, Chapter 78. Employee health care contributions based upon salary will be capped at 28% for coverage through SEHBP NJ Direct 10 and 15 plans. For all other coverage, employee health care contributions shall be based on the formula prescribed by P.L. 2020, Chapter 44.

**ARTICLE IX: TEMPORARY LEAVES OF ABSENCE**

- A. All association members shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.
1. Up to five (5) consecutive working days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, civil union partner, mother-in-law, father-in-law, grandchild, grandparents).
  2. Up to three (3) consecutive working days for leave immediately upon death of stepmother, stepfather, stepsister and stepbrother.
  3. One (1) day leave for day of funeral of any other relative.
- B. Leave for personal reasons shall be limited to three (3) days per year. Personal leave shall be requested from the superintendent, at least three (3) working days in advance of the contemplated absence, except in case of emergency. The association member shall not state the reason for the personal day other than he or she is taking it under this section on the personal day form.

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

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

- C. Personnel covered by this contract who do not use any of their personal days in the school year ending on June 30, shall have their unused personal days converted to sick days. The sick days are cumulative and will become a part of the association member's accumulated sick leave. No person shall be allowed to increase his/her total

accumulation by more than fifteen (15) days in any one year.

- D. Association members shall be entitled to Federal Medical and Family Leave and New Jersey Family Leave in accordance with law.

**ARTICLE X: PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT**

A. TUITION REIMBURSEMENT

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

1. The coursework must be graduate level coursework at an accredited college or university.
2. The course must require either regular classroom attendance or on-line attendance requirements. Independent study coursework will be reimbursed upon approval of the Superintendent.
3. All coursework is subject to approval by the Superintendent in advance of commencement.

To receive tuition reimbursement for the coursework, the course shall be related to the employee's current or future job responsibilities as determined by the superintendent. The denial of a course by the superintendent shall not be for arbitrary or capricious reasons.

Coursework leading to BCBA certification through online course from accredited universities and programs shall qualify for reimbursement.

Online courses from an accredited institution of higher learning shall qualify for reimbursement.

4. An association member must earn a grade of "B" or better in order to receive tuition reimbursement. An official university transcript indicating satisfactory completion of the course must be submitted prior to reimbursement.

5. Reimbursement shall be limited to six (6) credits for all coursework at the tuition rate for William Paterson University, as charged for the current William Paterson school year rate. There will be a tuition reimbursement pool of \$25,000.00 per year for association members. If the



\$25,000 is not completely depleted whatever extra amount is left in the fund shall roll over and be added to the fund for the 2021-2023 contract year. The reimbursement amount will be prorated based on participation.

6. Form(s) will be developed by the Board to facilitate initial approval and reimbursement.

7. Association members who do not hold a Master's Degree shall submit documentation that they are matriculated at an approved college or university in order to receive tuition reimbursement.

**B. ADVANCEMENT ON THE SALARY GUIDE**

To obtain approval of the graduate level coursework from an accredited university for advancement on the salary guide, coursework shall be related to the employee's current or future job responsibilities as determined by the superintendent in advance of commencement. The denial of a course shall not be for arbitrary or capricious reasons. No more than two (2) on-line courses, per association member, maybe submitted for salary guide advancement per year.

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

**3. Salary Distribution:**

Each employee shall receive payment based on the distribution agreed to in Article V attachment labeled Salary Guides.

4. Method for calculating salaries of new employees

A first year employee shall be placed on the first step of the salary guide.

A new employee who will be given credit for experience shall have their salary determined by the salary guide and

placing the employee on the step and degree level, as recommended by the Superintendent and approved by the Board of Education.

C. Longevity:

1. Longevity will be applied to an association member who during the 2021-2023 contract term completed 16 years and 21 years of service with the South Bergen Jointure Commission; which shall include professional time that has been credited for services in Region 7 Consortium. Region 7 Consortium time must have been included in the association member's tenure and seniority in order to be applied to longevity, excluding board of education approved leaves of absences. Association members that had achieved longevity prior to June 30 2012 shall maintain longevity that was approved in prior contracts. Any association member that achieved longevity after June 30, 2012 or later will be compensated at the following amounts:

1. Longevity in the amount of \$1,450 shall be paid to the association member on the start of their 17<sup>th</sup> year beginning September following the completion of sixteen (16) years of continuous and uninterrupted service in the district, excluding boards of education approved leaves of absence.
2. Longevity in the additional amount of \$950 shall be paid to the association member on the start of their 22<sup>nd</sup> year beginning September following the completion of twenty-one (21) years of continuous and uninterrupted service in the district, excluding boards of education approved leaves of absence.
3. Longevity payment shall be provided through the school year and shall be added to the association member's base salary and paid yearly and remain a part of the employee's salary.

4. The Longevity paid shall total \$2,400 on the 22<sup>nd</sup> year of service and be paid every year the employee remains with the Jointure Commission.

**ARTICLE XI: ASSOCIATION MEMBER WORK YEAR**

A.

1. The work year for ten (10) months for 2021-2023 and thereafter may be no more than 185 days.

180 days of instruction

3 days of staff development

1 day of classroom preparation with no student contact time; this day shall be in September and require all staff to stay for four (4) hours; on this day the designated time for all staff shall be 8:30 am to 12:30 pm.

1 day of orientation

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

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

1. If the determination for an extended school year is made prior to August 15 of that year, the association member(s) appointed to those assignment(s) will be expected to work the full term of the extended year. This extended year contract may be void if enrollment changes during the traditional school year.

Notification of the cancellation of the extended school year class will be made on or before April 1 of each year. Association member(s) may be released from the extended school year responsibility based upon submission of a satisfactory reason and the approval of the Superintendent.

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

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

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

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

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

**ARTICLE XII: EMPLOYMENT CONDITIONS**

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

remainder of the school year in which the emergency occurred.

- E. Summer enrichment, summer school and other ancillary programs operated by the Jointure shall be paid at the negotiated hourly rate. Ancillary programs will be defined as those that provide supplemental, educational services.
- F. Transfer and Relocation

Whenever, including holiday recess and extended weekends, it shall be deemed necessary for an association member to be moved to another building or room by the superintendent and the Commission, the association member who has been assigned to that workspace and is moving from one building or room to another will be compensated at the rate of \$250.00, to be paid in a separate check. The payment shall be made to an association member only if the move is affected on a day which he or she is not normally contracted to work, in order to perform the moving and setting up services for the newly assigned workspace. Whenever the assignment causing the move occurs as of August 15, then that association member shall perform all moving and setting up services, after August 15, but before September 1 or before teacher orientation day of the new school year. An association member who requests a transfer or move shall not be entitled to any additional payment under this provision and shall perform the necessary services to set up their workspace after August 15 but before September 1 or before orientation day. Moves made during the school year in which an association member is given assistance and is performing services as part of the regular work day shall not be reimbursed.

**ARTICLE XIII: TEACHER HOURS & TEACHING LOAD**

- A. Association members shall be required to be in their rooms ready for duty by 8:30 a.m. The total work day shall consist of six (6) hours and thirty (30) minutes and shall include a duty free lunch of thirty (30) minutes.

Association members assigned to sites other than self-contained school buildings operated solely by the Jointure Commission, may have a schedule or calendar consistent with the building or school in which their class is located.

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

In the event students remain due to late buses or inclement weather, association members will remain to supervise their aides and students. Building administration shall ensure that association members provide sufficient supervision. If any association member has to remain more than one hour past the students' dismissal time (for example, if 3:00 p.m. is student dismissal time, additional compensation after 4:00 p.m.) he/she shall receive additional compensation at the rate of \$25.00 per hour for actual time past the one hour after student dismissal time).

- B. Association members shall be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings. There may be one faculty meeting per month which may extend to one hour from the end of the association member's regular work day. In addition, there may be 10 professional meetings per year which may extend to 5:00 p.m. A minimum of 72 hours notice will be given prior to the professional meetings. Every effort shall be made to notify staff the morning of the professional meeting as to its location. If a need for additional faculty meetings arises, they will be held with twenty-four hours notice if possible. These meetings will be subtracted from the 10 "professional meetings". When the meeting is determined to be concluded by the person(s) responsible, those involved will be free to leave.



C. Evening Assignments

1. Association members may be required to attend four (4) evening assignments of meetings each school year without additional compensation. Assignments exceeding four (4) shall be compensated at the rate of \$50.00 per evening.

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

Daily Schedule

Annual Schedule

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

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

The district(s) may require the employees to attend evening assignments as per their job descriptions. Any attendance required exceeding a minimum of four (4) will be compensated at the rate of \$50 per evening.

D. Association members serving in a non self-contained class assignment may have the period of time before and after the start of the school day assigned as professional time or for other duties in the school.

E. Association members who have recognized instructional responsibility shall be provided with preparation time. The special teachers will be provided their preparation time within their daily schedule proportional to the full time teachers. The preparation time shall only be used to attend to instructional or other school-related responsibilities. All preparation time shall be conducted in the school unless otherwise approved by the superintendent/principal in writing. An association member may leave the building during preparation time in accordance with the procedures and protocol as outlined by building principal. Association members will receive 150 minutes duty free of professional time per week.

Association members at the Middle/High School shall receive 1 prep period per day equivalent to the length of 1 period of a school day.

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

- F. The nurse shall remain available and on campus throughout the work day. The compensation will be one-half of the following hourly rates for coverage during the thirty (30) minute lunch period: \$30.00 per hour.
- G. If an administrator asks a association member to work during their prep time that association member shall be compensated at their hourly rate.
- H. On early dismissal days (one session) that occur prior to recesses, staff may leave fifteen (15) minutes after the designated student dismissal time.
- I. Staff is expected to be in school no more than fifteen (15) minutes before the designated students' arrival time on delayed openings. On early dismissal days due to inclement weather and/or emergency, staff shall be permitted to leave thirty (30) minutes after the students' dismissal time or earlier if all of the teacher's students have safely departed the school.
- J. Four (4) days may be used at the discretion of the Board to compensate for emergency school closings. Should emergency closing days not be used, the four (4) days will be deducted from the work year. As determined by the Superintendent, these days may be used to extend the Memorial Day weekend or for any day in June. It is understood that, should more than four (4) days be used for emergency closings, the spring recess may be affected.
- K. An employee who leaves school early because of an illness will not be charged with a sick day provided the absence commences after four (4) hours.
- L. A half (1/2) sick day may be used for the purpose of a medical appointment, which shall be calculated on the basis

of one half (1/2) of the employee's work day, exclusive of lunch.

**ARTICLE XIV: MISCELLANEOUS PROVISIONS**

A. Child Rearing Leaves of Absence

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

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

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

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

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

B. Stipends/Reimbursements

Stipends will be provided for:

1. Chaperoning overnight trips - \$200 per evening per Event
2. Home Instruction- \$45.00 per hour, After School Programs and Hourly Professional Work - \$35.00 per hour

Reimbursements will be provided for:

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

Clubs and Activities:

<u>Club member</u>	<u># of Staff</u>	<u>Location</u>	<u>\$ Amount per Association</u>
Drama	1	MS/HS	\$2000
Yearbook	1	MS/HS	\$2000
Intramurals	2	MS/HS	\$2000
Newsletter	1	MS/HS	\$2000
Robotics	1	MS/HS	\$2000
Technology	1	MS/HS	\$2000
Student Council	2	MS/HS	\$2000
8 <sup>th</sup> Grade Advisor	1	Moonachie	\$1000
8 <sup>th</sup> Grade Advisor	1	MS	\$1000
12 <sup>th</sup> Grade Advisor	1	HS	\$1000
iPad	1 per school	MS/HS	\$2000
3D Printer	1 per school	MS/HS	\$2000
Music	1 per school	MS/HS	\$2000
Head Teacher	1 per school		\$2000

New Club:

In order to start a new club, a written proposal must be submitted and approved by the Board of Education. There needs to be at minimum five (5) students interested.

Club descriptions and Duties will be available at the Board Office.

Home Programming:

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

C. Membership Dues

Membership dues deduction shall be in accordance with state and federal law.

**ARTICLE XV: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2023, or until a successor agreement is negotiated and ratified by the Association and the Board.

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

**SOUTH BERGEN JOINTURE COMMISSION BOARD OF EDUCATION:**

*Thomas J. Gougeon*  
President

*Susan Cuccinello*  
Secretary

7/21/21  
Date

**SOUTH BERGEN JOINTURE COMMISSION EDUCATION ASSOCIATION:**

*Sean Brothie*  
President

*[Signature]*  
Negotiations Chair

7/20/2021  
Date

SCHEDULE A:

**SOUTH BERGEN JOINTURE COMMISSION PERSONNEL POLICY**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR ASSOCIATION MEMBERS**

**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance - A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions which involves a term and condition of employees.
2. Aggrieved person - the person, persons or the Association making the claim.

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

1. The failure or refusal of the Board to renew a contract of a non-tenure association member.
2. In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

Year-End Grievances

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

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

- E. Any association member or the Association shall have the right to present a grievance through the process described in the following steps. The association member/Association shall have the right to present the appeal.
- F. No reprisals shall be taken, by either party, against any participants in a grievance.

#### **STEP 1**

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

#### **STEP 2**

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

#### **STEP 3**

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

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

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. The



Superintendent shall then have ten (10) school days to render a decision after the grievance is presented.

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

#### **STEP 4**

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

#### **STEP 5**

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

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

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

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

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

**SCHEDULE B**

**YEAR 1  
2021-2022**

<b>Salary Guide Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	54,360	56,585	59,560	61,785	65,360
<b>2</b>	54,860	57,085	60,060	62,285	65,860
<b>3</b>	55,360	57,585	60,560	62,785	66,360
<b>4</b>	55,860	58,085	61,060	63,285	66,860
<b>5</b>	56,960	59,185	62,160	64,385	67,960
<b>6</b>	58,085	60,310	63,285	65,510	69,085
<b>7</b>	59,235	61,460	64,435	66,660	70,235
<b>8</b>	60,385	62,610	65,585	67,810	71,385
<b>9</b>	61,535	63,760	66,735	68,960	72,535
<b>10</b>	62,735	64,960	67,935	70,160	73,735
<b>11</b>	64,535	66,760	69,735	71,960	75,535
<b>12</b>	66,335	68,560	71,535	73,760	77,335
<b>13</b>	68,135	70,360	73,335	75,560	79,135
<b>14</b>	69,935	72,160	75,135	77,360	80,935
<b>15</b>	71,735	73,960	76,935	79,160	82,735
<b>16</b>	73,535	75,760	79,180	80,960	84,535
<b>OG1</b>		103,127			
<b>OG2</b>	83,367			103,929	

**YEAR 2  
2022-2023**

<b>Salary Guide Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	55,620	57,845	60,820	63,045	66,620
<b>2</b>	56,120	58,345	61,320	63,545	67,120
<b>3</b>	56,620	58,845	61,820	64,045	67,620
<b>4</b>	57,120	59,345	62,320	64,545	68,120
<b>5</b>	58,220	60,445	63,420	65,645	69,220
<b>6</b>	59,345	61,570	64,545	66,770	70,345
<b>7</b>	60,495	62,720	65,695	67,920	71,495
<b>8</b>	61,645	63,870	66,845	69,070	72,645
<b>9</b>	62,795	65,020	67,995	70,220	73,795
<b>10</b>	63,995	66,220	69,195	71,420	74,995
<b>11</b>	65,795	68,020	70,995	73,220	76,795
<b>12</b>	67,595	69,820	72,795	75,020	78,595
<b>13</b>	69,395	71,620	74,595	76,820	80,395
<b>14</b>	71,195	73,420	76,395	78,620	82,195
<b>15</b>	72,995	75,220	78,195	80,420	83,995
<b>16</b>	74,795	77,020	80,440	82,220	85,795
<b>OG1</b>		104,387			
<b>OG2</b>	84,627			105,189	

## Schedule C

### 2021-22 School Year Observances

#### July 2021

Date	Observance
July 9	Martyrdom of the Bab (Baha'i)
July 17-22	Hajj Day (Islam)*
July 18	<ul style="list-style-type: none"> <li>Tish'a B'Av (Jewish)</li> <li>Yawm al-Arafa (Islam Dawoodi Bohra)*</li> </ul>
July 19	Eid al-Adha (Islam Dawoodi Bohra)*
July 19-23	Eid al-Adha (Islam)*
July 24	<ul style="list-style-type: none"> <li>Asalha Puja Day (Buddhist)</li> <li>Guru Purnima</li> </ul>
July 27	Eid-e-Ghadeer (Islam Dawoodi Bohra)*

#### August 2021

Date	Observance
August 1	<ul style="list-style-type: none"> <li>Fast in Honor of the Holy Mother of Lord Jesus (Eastern Orthodox Christian)</li> <li>Lammas (Christian and Wicca)</li> </ul>
August 6	Transfiguration of the Lord (Eastern Orthodox Christian)
August 9	<ul style="list-style-type: none"> <li>1<sup>st</sup> Muharram (Islamic New Year)</li> <li>1<sup>st</sup> Muharram (Islam Dawoodi Bohra)*</li> </ul>
August 9-18	Ashara Mubarak (Islam Dawoodi Bohra)*
August 12-23	Onam (Hindu)*
August 13	Naga Panchami (Hindu)* <sup>1</sup>
August 13-15	Obon (Buddhist)
August 15	<ul style="list-style-type: none"> <li>Feast of the Assumption of the Blessed Virgin Mary (Catholic Christian)</li> <li>Dormition of the Theotokos (Orthodox Christian)</li> </ul>
August 18	Yawm Aashura (Islam Dawoodi Bohra)*
August 22	<ul style="list-style-type: none"> <li>Ulambana (Buddhist)</li> <li>Raksha Bandhan (Hindu)*</li> </ul>
August 30	Krishna Janmashtami (Hindu)*

<sup>1</sup> \* Disclaimer: New Jersey Department of Education has made every attempt to ensure the accuracy of the dates. The information has been verified through the use of various sources and some dates may vary due to the lunar, Gregorian and Julian calendars.

## September 2021

Date	Observance
September 1	Ecclesiastical Year begins (Eastern Orthodox Christian)
September 3-10	Paryushana (Jain)*
September 6-8	Rosh Hashanah (Jewish)
September 7	<ul style="list-style-type: none"> <li>• His Holiness Sakya Trizin's Birthday (Buddhist)</li> <li>• Feast of Trumpets (Church of God, Philadelphia Church of God)</li> </ul>
September 7-29	Sh'mini Atzeret (Jewish)
September 8	Nativity of Mary (Christian)
September 10	Ganesh Chaturthi (Hindu)*
September 16	<ul style="list-style-type: none"> <li>• Yom Kippur (Jewish)</li> <li>• Day of Atonement (Christian, Church of God, Philadelphia Church of God)</li> </ul>
September 21	Nativity of the Theotokos (Eastern Orthodox Christian)
September 21-27	<ul style="list-style-type: none"> <li>• Sukkot (Jewish)</li> <li>• Feast of Tabernacles (Church of God, Philadelphia Church of God)</li> </ul>
September 21-29	Mabon (Wicca/Pagan)
September 27	<ul style="list-style-type: none"> <li>• The Elevation of the Holy Cross (Eastern Orthodox Christian)</li> <li>• Chehlum Imam Hussain (Islam Dawoodi Bohra)*</li> </ul>
September 28	Last Great Day (Church of God, Philadelphia Church of God)
September 29	Simchat Torah (Jewish)

## October 2021

Date	Observance
October 7-15	Navaratri (Hindu)*
October 18	Milad an-Nabi (Islam Dawoodi Bohra)*
October 19	Maulid al-Nabi (Islam)*
October 20	<ul style="list-style-type: none"> <li>• Installation of the Scriptures as Guru Granth (Sikh)</li> <li>• Birth of B'ab (Bah'i)</li> </ul>
October 22	Urus-Syedna Mohammed Burhanuddin (Islam Dawoodi Bohra)*

## November 2021

Date	Observance
November 1	<ul style="list-style-type: none"> <li>All Saints' Day (Christian)</li> <li>Samhain-Beltane (Wicca)</li> </ul>
November 2	All Souls' Day (Christian)
November 5	Goverdhan Puja (Hindu)*
November 7	Birth of Baha'u'llah (Baha'i)
November 9	Milad Imam-uz-Zamaan (Islam Dawoodi Bohra)*
November 12-16	Diwali (Hindu, Jain, Puja, Deepavali and Sikh)*
November 21	The Presentation of the Theotokos to the Temple (Eastern Orthodox Christian)
November 24	Guru Tegh Bahadur Martyrdom (Sikh)
November 25	<ul style="list-style-type: none"> <li>Day of Covenant (Baha'i)</li> <li>Milad Syedna Mohammed Burhanuddin (Islam Dawoodi Bohra)*</li> </ul>
November 27	Ascension of 'Abdul'l Baha (Baha'i)
November 28	<ul style="list-style-type: none"> <li>Nativity Fast begins (Eastern Orthodox Christian)</li> <li>First Sunday of Advent (Christian)</li> </ul>
November 28-December 6	Hanukkah (Jewish)
November 29	Guru Nanak Dev Sahib Birthday (Sikh)

## December 2021

Date	Observance
December 8	Immaculate Conception (Christian)
December 21-22	Yule (Wicca and Christian)
December 25	<ul style="list-style-type: none"> <li>Christmas (Christian)</li> <li>The Nativity of Christ (Eastern Orthodox Christian)</li> </ul>
December 26	Zarathosht Diso (Zoroastrian)

## January 2022

Date	Observance
January 1	<ul style="list-style-type: none"> <li>Gantan-sai (Shinto)</li> <li>Mary, Mother of God - Catholic Christian</li> </ul>
January 3-10	Holy Convocation (Church of God and Saints of Christ)
January 5	Birthday of Guru Gobindh Singh Sahib (Sikh)
January 6	<ul style="list-style-type: none"> <li>Feast of Epiphany (Christian)</li> <li>Feast of Theophany (Eastern Orthodox Christian)</li> <li>Nativity of Christ (Armenian Orthodox)</li> </ul>

Date	Observance
January 7	Feast of the Nativity (Eastern Orthodox Christian)
January 10	Bodhi Day (Buddhist)
January 13	Maghi (Sikh)
January 14	Makar Sankranti and Pongal (Hindu)*
January 16	World Religion Day (Baha'i)
January 17	Tu B'shvat (Jewish)

## February 2022

Date	Observance
February 1	Chinese/Lunar New Year (Confucian, Daoist, Buddhist)
February 2	<ul style="list-style-type: none"> <li>The Presentation of Our Lord to the Temple (Eastern Orthodox Christian)</li> <li>Imbolic-Candlemas (Wicca and Christian)</li> </ul>
February 3-12	Midwinter Ceremonies (Native American)
February 5	Vasant Panchami (Hindu)*
February 15	Nirvana Day (Buddhist)
February 16	Ayyam al Beez (Islam Dawoodi Bohra)*
February 17	Jonah's Passover (Eastern Orthodox Church)
February 20	Urus – Syedna Taher Saifuddin (Islam Dawoodi Bohra)
February 26-March 1	Intercalary Days (Baha'i)
February 28	Yawm al-Mab'ath (Islam Dawoodi Bohra)

## March 2022

Date	Observance
March 1	<ul style="list-style-type: none"> <li>Shrove Tuesday (Christian)</li> <li>Maha Shivaratri (Hindu)*</li> <li>Lailat al Miraj (Islam)*</li> </ul>
March 2	Ash Wednesday (Christian)
March 7	Clean Monday (Eastern Orthodox Christian)
March 13	L. Ron Hubbard's Birthday (Church of Scientology)
March 17	Purim (Jewish)
March 18	<ul style="list-style-type: none"> <li>Holi (Hindu)*</li> <li>Hola Mohalla (Sikh)*</li> </ul>
March 19	Lailat al Bara'ah (Islam)*
March 20	Ostara (Wicca)
March 21	Naw-Ryz (Baha'i)
March 22	Nowruz (Zoroastrian)
March 25	<ul style="list-style-type: none"> <li>The Annunciation of the Theotokos (Eastern Orthodox Christian)</li> </ul>

Date	Observance
	<ul style="list-style-type: none"> <li>The Annunciation of the Virgin Mary (Christian)</li> </ul>
March 26	Khordad Sal (Zoroastrian)

## April 2022

Date	Observance
April 1	<ul style="list-style-type: none"> <li>Souramana Yugadi (Hindu)*</li> <li>Chandramana Yugadi(Hindu)*</li> </ul>
April 2-May1	Ramadan (Islam)
April 8	<ul style="list-style-type: none"> <li>Visakha Puja (Buddhist)</li> <li>Buddha's Birthday/Buddha Day-Buddha Day*</li> </ul>
April 10	<ul style="list-style-type: none"> <li>Palm Sunday</li> <li>Ramnavami (Hindu)*</li> </ul>
April 13-20	Memorial of the Feast of the Lord's Passover (Church of God and Saints of Christ)
April 14	<ul style="list-style-type: none"> <li>Holy Thursday (Christian)</li> <li>Mahavir Jayanti (Jain)*</li> </ul>
April 15	<ul style="list-style-type: none"> <li>Holy Friday (Christian)</li> <li>Passover/Days of Unleavened Bread (Church of God and Saints of Christ)</li> <li>Lord's Evening Meal (Christian, Jehovah's Witness)</li> <li>Passover (United Church of God)</li> </ul>
April 15-22	Passover (Jewish)
April 16	<ul style="list-style-type: none"> <li>Lazarus Saturday (Eastern Orthodox Christian)</li> <li>Theravadin New Year (Buddhist)</li> <li>First Day of Unleavened Bread (Church of God)</li> </ul>
April 16-22	Days of Unleavened Bread (Philadelphia Church of God)
April 17	<ul style="list-style-type: none"> <li>Easter (Christian)</li> <li>Palm Sunday (Eastern Orthodox Christian)</li> </ul>
April 18	Easter Monday (Christian)
April 20	<ul style="list-style-type: none"> <li>First Day of Ridvan (Baha'i)</li> <li>Shahadat – Amirul Mumineen (Islam Dawoodi Bohra)*</li> </ul>
April 21	Holy Thursday (Eastern Orthodox Christian)
April 22	<ul style="list-style-type: none"> <li>Holy Friday (Eastern Orthodox Christian)</li> <li>The Last Friday of the Great Lent (Eastern Orthodox Church)</li> </ul>



Date	Observance
	<ul style="list-style-type: none"> <li>Last Day of Unleavened Bread (Church of God)</li> </ul>
April 23-24	Laylatul Qadr (Islam Dawoodi Bohra)*
April 24	<ul style="list-style-type: none"> <li>Easter (Eastern Orthodox Christian)</li> <li>Milad Syedna Mufaddal Saifuddin (Islam Dawoodi Bohra)*</li> </ul>
April 25	<ul style="list-style-type: none"> <li>The 11<sup>th</sup> Panchen Lama's Birthday (Buddhist)</li> <li>Bright Monday (Eastern Orthodox Christian)</li> </ul>
April 26	Hanuman Jayanti (Hindu)*
April 28	<ul style="list-style-type: none"> <li>Ninth Day of Ridvan (Baha'i)</li> <li>Laylatul Qadr (Islam)*</li> </ul>
April 29	Aakhir Jumo'a (Islam Dawoodi Bohra)*

### May 2022

Date	Observance
May 1	<ul style="list-style-type: none"> <li>Beltane (Wicca)</li> <li>Twelfth Day of Ridvan (Baha'i)</li> </ul>
May 2	Eid al-Fitr (Islam Dawoodi Bohra)*
May 3	Eid al Fitr (Islam)*
May 5-6	Yom Ha'Azmaut (Jewish)
May 19	Lag B'Omer (Jewish)
May 24	Declaration of the Bab (Baha'i)
May 26	Ascension of Our Lord (Christian)
May 29	Ascension of Baha'u'llah (Baha'i)

### June 2022

Date	Observance
June 5	Pentecost (Christian)
June 4-6	Shavuot (Jewish)
June 12	Pentecost (Eastern Orthodox Christian)
June 16	Martyrdom of Guru Arjan Dev Sahib (Sikh)
June 20	Fast of the Holy Apostles (Eastern Orthodox Christian)
June 24	Litha (Wicca)

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